

झारखण्ड सरकार
जल संसाधन विभाग
अधिसूचना

ज्ञापांक-1 / पी०एम०सी० / विविध / 1085 / 2023.....881

/ राँची, दिनांक- 14.10.2024

विषय:- औद्योगिकी/व्यावसायिक/सरकारी/गैर-सरकारी संस्थानों को जल संसाधन विभाग द्वारा औद्योगिक एवं म्यूनिसिपल उपयोगों हेतु सतही जलस्त्रोतों से जलापूर्ति हेतु "झारखण्ड सतही जलावंटन नियम-2023" (Jharkhand Surface Water Allocation Rules-2023) एवं इस नियम के तहत झारखण्ड सतही जलावंटन एकरारनामा (Jharkhand Surface Water Allocation Agreement – Form-A, Form-B) एवं सरकारी प्रतिष्ठानों, नगर निगम, निजी एवं सरकारी शैक्षणिक संस्थानों को म्यूनिसिपल उपयोग के लिए जलावंटन आवेदन पत्र (Form-C) के संबंध में।

झारखण्ड राज्य खनिजों से समृद्ध है और बेहतर आजीविका के लिए रोजगार के अवसर बढ़ाने के साथ-साथ राज्य के सकल घरेलू उत्पाद को बढ़ाने के लिए राज्य के विभिन्न हिस्सों में औद्योगीकरण के विस्तार की व्यापक संभावना है।

2. राज्यहित में तीव्र औद्योगिकीकरण, Employment Generation, Ease of Doing Business (EoDB) को ध्यान में रखते हुए एक सरल एवं तर्कसम्मत 'सतही जलावंटन नियम' की आवश्यकता महसूस की गई।
3. जलावंटन प्रक्रिया को सरल एवं तर्कसम्मत करने के उद्देश्य से "झारखण्ड सतही जलावंटन नियम – 2023" (Jharkhand Surface Water Allocation Rules-2023) एवं इस नियम के तहत झारखण्ड सतही जलावंटन एकरारनामा (Jharkhand Surface Water Allocation Agreement) प्रारूप Form-A- औद्योगिक एवं व्यावसायिक प्रतिष्ठानों के लिए, Form-B- निजी संस्थानों, पेयजल एवं स्वच्छता विभाग, नगर निगम/निकाय के लिए तथा Form-C- सरकारी संस्थानों, नगर निगम, निजी एवं सरकारी शैक्षणिक संस्थानों को जलावंटन हेतु आवेदन प्रपत्र तैयार किया गया है जिसको इस अधिसूचना के माध्यम से निर्गत किया जाता है।
4. यह नियम (अधिसूचना के साथ संलग्न) इस अधिसूचना निर्गत की तिथि से प्रभावी होंगे।
5. उपर्युक्त नियम पर मंत्रिपरिषद की स्वीकृति दिनांक-08.10.2024 की बैठक में मद संख्या-20 के तहत प्राप्त है।

झारखण्ड राज्यपाल के आदेश से

14/10/24-
(प्रशात कुमार)
सचिव

ज्ञापांक-1 / पी०एम०सी० / विविध / 1085 / 2023.....881

/ राँची, दिनांक- 14.10.2024

प्रतिलिपि:- महालेखाकार (लेखा एवं हकदारी) झारखण्ड हिनू राँची को सूचनार्थ एवं आवश्यक कार्रवाई हेतु प्रेषित।

14/10/24
(विजय कुमार भगत)
संयुक्त सचिव (अभिन)

प्रतिलिपि:- मंत्री, जल संसाधन विभाग, झारखण्ड के आप्त सचिव (दो प्रतियों में) झारखण्ड मंत्रालय, नेपाल हाउस, राँची/सचिव, जल संसाधन विभाग, नेपाल हाउस, राँची/अभियंता प्रमुख-I एवं II, नेपाल हाउस, राँची, सभी संयुक्त सचिव, जल संसाधन विभाग, नेपाल हाउस, राँची/मुख्य अभियंता, राँची/चापिडल कॉम्प्लेक्स, जमशेदपुर/ईचा-गालूडीह कम्प्लेक्स, जमशेदपुर/देवघर/मेदिनीनगर/हजारीबाग/रूपांकण समग्र योजना एवं जल विज्ञान, जलभवन डोरण्डा, राँची/अग्रिम योजना जल भवन, डोरण्डा राँची/मुख्य अभियंता (मो०), नेपाल हाउस, राँची/मुख्य अभियंता, लघु सिंचाई, राँची/दुमका/अधीक्षण अभियंता, योजना एवं मोनिटरिंग अंचल-1, 2 एवं 3 नेपाल हाउस, राँची को सूचनार्थ एवं आवश्यक कार्रवाई हेतु प्रेषित।

At
14/10/24

प्रतिलिपि:- माननीय राज्यपाल के प्रधान सचिव/माननीय मुख्यमंत्री के प्रधान सचिव/मुख्य सचिव के सचिव/सभी विभागों के प्रधान सचिव/सचिव/सभी प्रमण्डलीय आयुक्त/सभी जिला लेखा पदाधिकारी/सभी कोषागार पदाधिकारी/सभी उप कोषागार पदाधिकारी को सूचनार्थ एवं आवश्यक कार्रवाई हेतु प्रेषित।

At
14/10/24

(बिजय कुमार भगत)
संयुक्त सचिव (अभिभ०)

प्रतिलिपि:- ई-गजट नोडल पदाधिकारी, जल संसाधन विभाग को इस अनुरोध के साथ प्रेषित है कि वे इस अधिसूचना का प्रकाशन झारखण्ड राज्य के असाधारण गजट में करें और गजट की प्रति इस विभाग को भी उपलब्ध करायें।

At
14/10/24

(बिजय कुमार भगत)
संयुक्त सचिव (अभिभ०)

प्रतिलिपि:- वेब सूचना प्रबंधक, जल संसाधन विभाग को विभागीय वेबसाईट पर अपलोड करने हेतु प्रेषित।

At
14/10/24

(बिजय कुमार भगत)
संयुक्त सचिव (अभिभ०)

प्रतिलिपि:- Copy forwarded to M/S Tata Steel Ltd / M/S Tata Steel Long Products Ltd / M/S Steel Authority of India Limited / M/S Grasim Industries Ltd / M/S Adani Power Ltd / M/S Adhunik Alloys & Power Ltd. / M/S Adhunik Power & Natural Resources Pvt. Ltd. / B.I.T., Mesra. / M/S Usha Martin Limited / A.C.C. Limited, Chaibasa and other concerned companies for information and necessary action.

At
14/10/24

(बिजय कुमार भगत)
संयुक्त सचिव (अभिभ०)

Jharkhand Surface Water Allocation Rules - 2023

(झारखण्ड सतही जलावंटन नियम — 2023)



जल संसाधन विभाग

झारखण्ड सरकार

GOVERNMENT OF JHARKHAND

(Handwritten signature in blue ink)

"Jharkhand Surface Water Allocation Rules, 2023"

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“Jharkhand Surface Water Allocation Rules, 2023”

No: -1/PMC/Vividh/...../ 2022/

Ranchi, dated-.....

In exercise of the powers conferred to The Bihar Irrigation Act, 1997 (adopted) under section 115(1), the Governor of Jharkhand hereby makes the following rules-

Introduction

Jharkhand state is rich in minerals and there is vast potential for industrialisation across various parts of the State to increase opportunities of employment for better livelihood as well as to increase the GDP of the State. With this endeavour, state in past has arranged mega events wherein from across the country, the industrial commercial organisations were invited to explore their possibilities for setup industries in the state and consequently number of MoUs have been signed with the State. Water is essential commodity for setup of industries. Providing municipal water to rural/urban populations of Jharkhand is also of utmost importance. As a part of this endeavour, the industrial/commercial organisations are allowed to draw water from surface sources during operation of the industries/plants or commercial activities. To address the need for a uniform set of guidelines and an appropriate mechanism to regulate water allocation and its renewal, this rule has been framed.

1. Short Title, Extent and Commencement

- (1) This rule shall be called “Jharkhand Surface Water Allocation Rules, 2023”
- (2) It shall come into force from the date of publication in Gazette Notification.
- (3) It extends to the whole state of Jharkhand.



2. Definitions

In this rule otherwise stated the following shall mean:-

- (a) "Agreement" means Jharkhand Surface Water Allocation Agreement (JSWAA) in prescribed format;
- (b) "Commitment Charges" means charges levied on unutilised quantity of allocated water to an industrial/commercial organisation;
- (c) "CDO" means Chief Engineer, Design Master Planning & Hydrology, Ranchi;
- (d) "Department" means Water Resources Department, Govt. of Jharkhand;
- (e) "Departmental Secretary" means Additional Chief Secretary/Principal Secretary/Secretary of Water Resources Department, Govt. of Jharkhand;
- (f) "Designated Authority" means Zonal Chief Engineer, Water Resources Department, Govt. of Jharkhand or his authorised representative;
- (g) "DoI" means Department of Industries, Govt. Of Jharkhand;
- (h) "GoJ" means Government of Jharkhand;
- (i) "Surface Water" means any body of water above ground including streams, river, reservoir, canal, streams etc.
- (j) "Notification" means notifying the policy in official gazette of Govt. of Jharkhand;
- (k) "Rules" means Jharkhand Surface Water Allocation Rules 2023;
- (l) "Renewal" means renewal of agreement.
- (m) "Modification" means reduction/enhancement in quantity of allocated water.
- (n) "Water Allocation Committee (WAC)" means committee formed by the 'Water Resources Department' to look in to water allocation and related matters, and give its recommendation;
- (o) "Dam" means a barrier constructed across a river/streams to hold back water and raise its level, forming a reservoir;

- (p) "River" means a natural flowing stream;
- (q) "Regulated Flow" means controlled flow of water through channel/rivers by some suitable mechanism across the channel;
- (r) "Unregulated Flow" means uncontrolled flow of water in natural streams/rivers;
- (s) "Private Dam" means a dam constructed by other than State Government;
- (t) "CWC" means Central Water Commission;
- (u) "NGT" means National Green Tribunal;
- (v) "Lean Period" means December – May when natural flows are at their lowest.
- (w) "Act" means Bihar Irrigation Act, 1997 (adopted by State of Jharkhand).

Words and expressions used and not defined herein shall have the same meaning as are assigned to them in the Rule.

3. Surface Water Allocation to the industrial /commercial organisations

A. Water Allocation Procedure

- (i) The surface water allocation to the industrial/commercial organisation shall be based upon their requirement and online application to Department for allocation of water justifying their demand from surface sources (river/nala/stream/reservoir/downstream of reservoir/canal). For allocation of water for industrial/commercial/municipal use the applicant industrial/commercial organisations shall apply online through single window portal [<https://advantage.jharkhand.gov.in>] enclosing all necessary documents such as index map showing latitude & longitude of source point, MoU executed with the Govt. Of Jharkhand with full details of quantity of water requirement along with a non-refundable application fee of Rs.20,000/- (Rupees twenty thousand). The applicant industrial/commercial organisation

shall clearly mention the purpose of water allocation as industrial/commercial and municipal use so that water tariff can be levied accordingly. The applicant shall also indicate in the application the period of construction and period in which operation of the industries/plants are expected to start.

- (ii) The department shall forward the application to the Chief Engineer, Design, Master Planning and Hydrology, Ranchi hereinafter called CDO for feasibility analysis regarding availability of water and other technical parameters at proposed water drawl site. The CDO shall give its recommendation to Water Allocation Committee (WAC).
- (iii) The application duly recommended by CDO shall be put up before the Water Allocation Committee constituted at the level of Water Resources Department which comprises of the representatives of Department of Industries, Department of Energy, Department of Mines and Geology, Urban Development and Housing Department and Officers of Water Resources Department under chairmanship of Engineer-in-Chief-1, WRD.
- (iv) The application shall be examined by Water Allocation Committee (WAC) and based upon its recommendation; the approval of the Department shall be obtained and followed by issuance of concurrence letter. The meeting of WAC shall be held monthly or as and when required.
- (v) The initial allocation of water shall be for a period of 10 (ten) years for all industrial/commercial organisations.
- (vi) Upon approval, the applicant industrial/commercial organisation shall have to sign the agreement in "**Jharkhand Surface Water Allocation Agreement (JSWAA) - Form A**" within a period of 60 (sixty) days from the date of concurrence order of water allocation, failing which the water allocation will be cancelled and applicant shall have to apply afresh for water allocation if required.

- (vii) The industrial/commercial organisations shall have to produce water withdrawal schedule during the signing of the agreement which will be the part of Agreement.
- (viii) Water tariff shall be payable to the Government against the supply of water based on the latest water tariff notification issued from time to time by the department.
- (ix) Delay Payment Surcharge (DPS) as notified in latest water tariff notification shall also be levied, if payment is not made in specified time.
- (x) No water shall be drawn without permission of Water Resources Department. If such cases are found, it shall be treated as illegal act and accordingly legal action shall be taken by the department as per the prevalent law.
- (xi) If there are any anomalies in existing agreements, then provisions of these rules shall govern.

B. Commitment Charges

During the agreement period, if the Industrial /commercial organisation fails to consume allocated water in such case they shall have to pay commitment charge at the rate of 10% of unutilised water per annum as per agreement. A variation of 10% of the scheduled drawl shall be allowed without any commitment charge, however if unutilised quantity of water per annum is more than 10% of allocated water, it will attract commitment charge on total unutilised quantity of water.

C. Modification of Agreement

- (i) In case, the Industrial/commercial organisations intend to modify the allocated quantity of water due to a valid reason, application shall be submitted online through portal <https://advantage.jharkhand.gov.in> to the



department in advance, at least 3 (three) months before intended date of modification.

- (ii) Modification in the quantity/drawal schedule of water allocated to the industrial/commercial organisation shall be considered only after clearance of all prior dues. Enhancement proposal will go through entire water allocation process.
- (iii) In case more than 20% of allocated water during last 2 (two) years of proposed drawal schedule remains unutilised, the department will be at liberty to initiate process to reduce the allocated quantity of water.

D. Renewal of Agreement

- (i) There shall be a provision of renewal of agreement after the expiry of agreement. Renewal of agreement shall be considered only after clearance of all prior dues on the date of application. In case pending due to any dispute which is pending before the dispute resolution-cum-waiver committee or any appropriate authority/court then the dues amount shall not be taken into account for consideration for renewal of agreement. Industrial/commercial organisation shall apply online through portal <https://advantage.jharkhand.gov.in> at least 3 (three) months before the expiry of the agreement along with renewal application fee of Rs. 10,000/- (Rupees Ten Thousand only) which shall be non-refundable.
- (ii) Agreement shall be renewed for further 10 (ten) years with the approval of the departmental Secretary.
- (iii) In case, the Industrial/Commercial organisation has not made any formal request for renewal, a notice will be sent to the industrial/commercial organisation upon expiry of the agreement, in case no response is received within 30 days water allocation will be cancelled.

- (iv) The renewal of all existing agreements shall be executed in the agreement notified under the provision of this rule.

4. Water Allocation for Municipal/ Rural Drinking Water

- (1) Water allocation for Municipal use to different Government organisations/Departments/Municipal Corporations/Public or Private Educational Institutions/Department of Drinking Water and Sanitation/ Notified Area Committee/ Urban Local Bodies/Panchayati Raj Institutions/ other government institutions shall be processed through an offline application in Form – C.
- (2) In case of Municipal use of water by Government organisations/Departments/Municipal Corporations/Public or Private Educational Institutions/Department of Drinking Water and Sanitation/ Notified Area Committee/ Urban Local Bodies/Panchayati Raj Institutions/ other government institutions, the water allocation agreements in **“Jharkhand Surface Water Allocation Agreement, Form-B”** shall be executed for 20 (twenty) years, which shall be further renewed for next 20 (twenty) years with the approval of departmental secretary.
- (3) The organisations shall have to produce water withdrawal schedule during the signing of the agreement which will be the part of Agreement.
- (4) Water tariff shall be payable to the Government against the supply of water based on the latest water tariff notification issued from time to time by the department.
- (5) No water shall be drawn without permission of Water Resources Department. If such cases are found, it shall be treated as illegal act and accordingly legal action shall be taken by the department as per the prevalent law.
- (6) If there are any anomalies in existing agreements, then provisions of these rules shall govern.

(7) The renewal of all existing agreements shall be executed in the agreement notified under the provision of this rule.

5. Water Withdrawal Management

(1) Construction and Maintenance of Intake Well and Appurtenants

Intake well and its appurtenant shall be constructed and maintained by the concerned industrial/commercial organisations/government organisations/departments/municipal corporations/public or private educational institutions/Department of Drinking Water and Sanitation/Notified Area Committee/Urban Local Bodies/Panchayati Raj Institutions/other government institutions at their own cost. Design and drawing shall get vetted from the department.

(2) Installation of metering and other devices

An ultrasonic flow meter device shall be installed by the industrial/commercial organisations/government organisations/ departments/municipal corporations/ public or private educational institutions/ Department of Drinking Water and Sanitation/Notified Area Committee/ Urban Local Bodies/Panchayati Raj Institutions/other government institutions at their own cost. The metering device shall be installed in presence of field officers of department and the industrial/commercial organisations/government organisations/ departments/ municipal corporations/ public or private educational institutions/Department of Drinking Water and Sanitation/Notified Area Committee/Urban Local Bodies/Panchayati Raj Institutions/other government institutions shall have to ensure the smooth functioning of it. In case of malfunctioning of meter, previous three months average drawl shall be taken for billing. Existing meters shall be replaced within six months by industrial/commercial organisation/departments /municipal corporation/public or private educational institution.

(3) Water withdrawal period from river

- (i) Water shall be withdrawn by industrial/commercial organisations from river during the non-lean period (June - November) only. No water shall be withdrawn from river during lean period (December - May). Industrial/commercial organisations shall construct a reservoir at their own cost to store the water for use in lean period.
- (ii) The provision of rule 5.3.(i) shall not be applicable if the source of water is reservoir or downstream of a reservoir where assured water supply is provided throughout the year.
- (iii) If a dam is constructed by industrial/commercial organisations at own cost, they shall have to pay the water tariff as per the rate of withdrawal from river.

(4) Access Right of the Officers of Department

The officers of department shall have right to access to the intake point of the river as well as the metering points.

(5) Penalty for Violation of Agreement

- (i) If the industrial/commercial organisations/government organisations/departments/municipal corporations/ public or private educational institutions/Department of Drinking Water and Sanitation/Notified Area Committee/Urban Local Bodies/Panchayati Raj Institutions/other government institutions draw more water than total allocated water, then the additional quantity of water drawn per annum shall be charged at double rate of the prevailing water tariff rate. A grace of 10% of the scheduled drawl/allocated water shall be allowed without any penalty, however if more than the 10% of allocated water per annum is withdrawn, it will attract penalty on total variation from the allocated quantity of water.
- (ii) No water shall be drawn from river/nala during lean period. If any industrial/commercial organisation is still found to draw water during lean period (December - May), then a penal rate at the rate of 3 (three) times the chargeable water tariff shall be levied.

(6) Penal Action for Illegal Withdrawal

(i) If the industrial/commercial organisations/government organisations/departments/municipal corporations/ public or private educational institutions/Department of Drinking Water and Sanitation/Notified Area Committee/Urban Local Bodies/Panchayati Raj Institutions/other government institutions is found to draw water illegally (without allocation or valid agreement), they shall be liable to pay 3 (three) times the applicable water tariff for the estimated quantity of water withdrawn illegally by any organisation, since their establishment. Quantity of water shall be assessed as per rated discharge of installed pumps.

(ii) Pumps and structures used for illegal withdrawal of water shall be sealed to prevent any further withdrawal till regulation of water withdrawal.

(7) Recovery

In case any organisation fails to pay dues/penalty, it shall be recoverable as public demand under the provisions of 'The Bihar and Orissa Public Demand Recovery (Jharkhand-Amendment) Act 2016.'

6. Water Tariff

- (1) Water tariff as notified by the department from time to time shall be payable under the provisions of this Rule.
- (2) Delay Payment Surcharge (DPS) shall be levied at the rate as notified by the department time to time.
- (3) In case any industrial/commercial organisations/ government organisations/departments/municipal corporations/ public or private educational institutions/Department of Drinking Water and Sanitation/Notified Area Committee/Urban Local Bodies/Panchayati Raj Institutions/other government institutions fails to pay due payment, for more than 6 consecutive months, the department shall have right to stop withdrawal of water and initiate the

process of termination of agreement/cancellation of water allocation under the provisions of agreement.

7. Dispute Resolution-cum-Waiver Committee

- (1) A Dispute Resolution-cum Waiver Committee shall be setup under the Chairmanship of Engineer-in-Chief-1, Water Resources Department. The Committee shall comprise of the nominated members from Department of Industries, Department of Energy, Department of Mines & Geology, Urban Development and Housing Department and also concerned Chief Engineer of Water Resources Department.
- (2) If any dispute arises between the Department and any organisation, it shall be brought before dispute resolution-cum-waiver committee for redressal.
- (3) The role of the committee shall be to recommend measures for dispute resolution.
- (4) The committee will be able to recommend waiver of Delayed Payment Surcharge (DPS) and /or commitment charges if it is satisfied that delay in payment of water charges or non-drawl of allocated quantum of water has occurred due to circumstances beyond the control of the organisation.
- (5) The committee shall also examine and recommend measures for bill related disputes which include erroneous bills, inflated bills, meter reading disputes, etc.
- (6) Final decision will be taken by the GoJ on recommendation of dispute resolution-cum-waiver committee.

8. The Arbitration

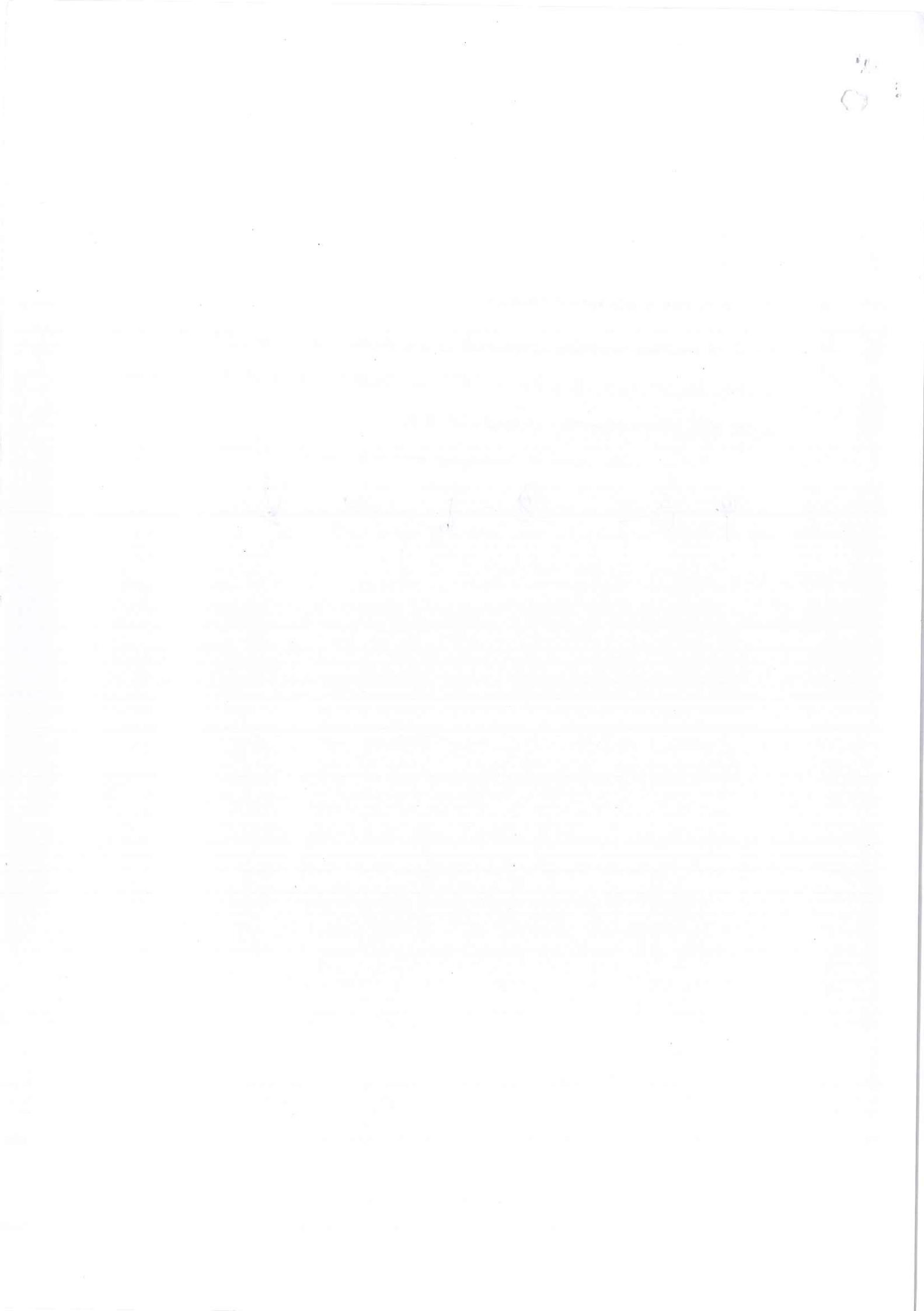
- (1) Any unresolved dispute and differences or any challenged decision of the Dispute Resolution-cum-waiver committee shall be referred to the Arbitrator.
- (2) The Arbitrator will be appointed after mutual consent of either parties in accordance with clause 12 of fifth schedule of “The Arbitration &

Conciliation (Amendment) Act, 2015". The provisions of the Arbitration and Conciliation Act, 1996 along with the amendments made in "The Arbitration and Conciliation (Amendment) Act, 2015" shall apply. The place at arbitration shall be at Ranchi and the language at arbitrator shall be in English.

9. Power to the State Government

Notwithstanding anything contained in the above provisions of the Jharkhand Surface Water Allocation Rules, 2023, the State Government by notification in the official gazette may amend this rule.

A handwritten signature in blue ink, consisting of several stylized characters and a small 'D' at the end, likely representing a name.



JHARKHAND SURFACE WATER ALLOCATION AGREEMENT(See Rule 3A.(vi) of Jharkhand Surface Water Allocation Rule-2023)

AGREEMENT FOR WATER SUPPLY FROM..... (Name of river/nala/stream/reservoir/downstream of reservoir/canal) to..... (Name of industrial/commercial organisation hence forth known as Company)

This agreement made on this day of two thousand between Governor of Jharkhand through Water Resources Department (WRD), Government of Jharkhand herein after referred to as

“The Government” which term shall unless excluded by or repugnant to the context, includes its legal representatives, successors, executors, administrator & assigners on the one part &..... (Name of Company) having its registered & administrative office at..... (Address of Company) and works office at..... (Local office address of the Company) herein after referred to as **“The Company”** which expression shall unless excluded by or repugnant to the context of the meaning thereof, be deemed to include its successor and assigners and also mean..... (Name of the Company) for all transactions & acts.

Whereas the Company approached the Government on.....(Date) for allowing to draw..... MCM water for industrial/commercial use and MCM water for municipal use Total..... MCM of water on annual basis from the.....

Natural Source (river/nala/stream) Reservoir/Downstream of Reservoir Canal at Latitude..... (Degree, Minute, Second) North and Longitude..... (Degree, Minute, Second) East for setting up..... (Type & capacity of the plant) and whereas the Government is in a position to allow withdrawal of..... MCM on annual basis of water as per the concurrence issued by Water Resource Department (WRD), Government of Jharkhand to..... (Name of Company) vide letter no..... (Letter No. & date) and the parties hereto have agreed to have a formal agreement in this regard.

Now it is hereby agreed by and between the parties as follows:

1. The drawal of water shall be done by the Company **from the intake point** located at Lat.....and Long..... from..... (Name of the river/nala/stream/reservoir/downstream of reservoir/canal) **and or through the storage** constructed for this purpose by the Company at Lat..... and Long..... across.....(Name of the river/nala/stream/reservoir/downstream of reservoir/canal) at..... (Name of the place, block and district). **“The Government”** agrees to allow..... MCM/Annum withdrawal of required quantity of water as per the details given herein at clause -2 below:

2. The water withdrawl schedule for the plant:

PERIOD (DD/MM/YYYY)		QUANTITY OF WATER TO BE DRAWN DURING THE YEAR (in MCM)		
1		2		
From	To	Industrial/Commercial Use	Municipal Use	Total

- 2.1. The water charges for quantity of water to be drawn by the Company shall come into effect from the period as indicated in column-1 of the table at clause – 2.
- 2.2. The quantity of water to be drawn shall be restricted to..... MCM on annual basis and the measurement of water shall be done at the intake point. The measurement of this quantity of water shall be checked up jointly by the Company and the representative of Water Resources Department, Govt. of Jharkhand (WRD, GoJ) at least once in every month. The measuring instruments shall be installed by the Company at his own cost and shall remain exclusively under the control of WRD, GoJ.
- 2.3. The drawal of water must start as per the schedule indicated in **clause-2 of the agreement.**

A. General conditions.

1. The availability of water may be interrupted temporarily for doing repairs or for such other works & such interruption shall not ordinarily exceed thirty days. No claim by the Company shall be preferred against the Government for such fluctuation in the discharge.
2. A double metering device shall be installed by the Company at their own cost. The metering device shall be sealed in the presence of field officers of the department & representative of the Company. Average of both meters shall be adopted for billing. In case of malfunctioning of meter previous three months average record shall be taken for billing.
3. The quantity of water indicated in clause -2 is based on the phasing demand of water put up by the Company. In future, if it is found by computation as based on scientific methodology or otherwise that the consumption of water is more than as indicated in clause -2, then the additional quantity of water drawn shall be charged at double rate of the prevailing water tariff rate.
4. During the agreement period, if the Industrial/commercial organisation fails to consume allocated water in such case they shall have to pay commitment charge at the rate of 10% of unutilised water as per agreement.
5. In case, the Industrial/commercial organisations intend to modify the allocated quantity of water/drawal schedule due to a valid reason, application shall be submitted online through portal <https://advantage.jharkhand.gov.in> to the department in advance, at least 3 (three) months before intended date of modification.
6. In case more than 20% of water of allocated water remains unutilised during last 2 (two) years, the department will be at liberty to initiate process to reduce the allocated quantity of water.
7. The Government shall not be responsible for any interruption/diminution/stoppages of supply of water due to lockout, strikes, breakdowns of mechanical units or other force majeure or other causes beyond the control of the Government. In such cases the Government shall take action, to restore availability of water with the least possible delay.
8. If due to any unforeseen reasons, the Govt. is not able to make available the quantity of water as envisaged in clause -2, no legal action can be taken against the Govt.
9. The Company shall make sure that the effluent (waste water along with pollutants), if needed to be drained in the river or nala, shall conform to the latest prescribed effluent quality parameters as prescribed by State Pollution Control Board, GoJ and shall be safe for disposal in river or nala and shall not be injurious to human and

aquatic life. The Water Resources Department, GoJ as well as authorities specifically authorised in this regard shall also get the test checks conducted at regular interval to testify the same. The installation of equipment or plant needed for this purpose, shall be done by the Company. The Company shall also have to get clearance from the State Pollution Control Board, GoJ and submit the report to WRD, GoJ at regular interval not exceeding one year for continuance of supply of allocated water. The effluent disposal point should be fixed in the upstream of the respective intake point. No effluent should be discharged in the reservoir.

10. The Company shall make every endeavour to use the minimum possible water and shall make use of all latest technology to reduce the extent of usage of water.
11. The required water shall be withdrawn or pumped by the Company from the Left/Right bank of..... (Name of river/nala/stream/reservoir/ downstream of reservoir/canal) by constructing a suitable water intake structure.
12. The cost of land required for construction of intake well, pump house, water meter & other allied infrastructure shall be borne by the Company.
13. The Company shall pay water charge at the rate fixed by the WRD, GoJ from time to time. As and when this rate is revised by the WRD, GoJ from time to time, the Company shall be required to make payment at the revised rates of water charge. The rate fixed by the Government shall be binding on the Company.
14. The Company shall have to construct Rain Water Harvesting (RWH) structure of appropriate capacity in its own premise as per the design, drawing and plan approved by Ground Water Directorate, Water Resources Department (WRD), GoJ at their own cost for the conservation of rain water conforming to BIS codes.
- 14.1 A comprehensive plan of Rain Water Harvesting Structure for ground water recharging must be submitted by the Company to Ground Water Directorate of Water Resources Department, GoJ **within 2 (two) months** from the date of signing of Agreement with the intimation to WRD, GoJ. This plan shall be approved by Ground Water Directorate, WRD, GoJ **within 1 (one) month** from the date of submission of the above plan.
- 14.2 Rain Water Harvesting Structure for ground water recharging must be completed within three months from the date of approval of the plan.
15. The Company shall have to construct a reservoir at a suitable location to meet the water requirement of the plant during lean period (December to May) on the basis of the realistic quantum of water availability computed with the help of actual observed hydro-meteorological data from where it has been intended to meet the water demand of the plant. Lean season flow of the river shall not be intercepted at all. To ensure this, inlet in the intake well shall be provided above Lowest Water Level (LWL) which shall be fixed by the concerned Chief Engineer, WRD, after approval of WRD, GoJ.
16. The provision of clause 15 of 'A' shall not be applicable if the source of water is reservoir or downstream of a reservoir where assured water supply is provided throughout the year.
17. No water has to be drawn from river/nala/stream during lean period (December - May) but in case any Company is still found to draw water during lean period, then a penal rate at the rate of 3 (three) times, the chargeable water tariff shall be levied.
18. All the infrastructures including the intake, rain water harvesting structure and reservoir (if required) **commensurate with the requirement of water as per stipulated in clause -2** shall be constructed by the Company at their own cost, as per the design and drawing vetted by the WRD, GoJ. The construction of the infrastructure shall be taken up by Company only after joint inspection of the water

tapping point by the representatives of WRD, GoJ and the Company and vetting there on by the WRD, GoJ. These infrastructures shall be operated and maintained by the Company at their own cost.

19. The formal vetting of the competent authority (Chief Engineer, design, Master Planning and Hydrology) of WRD, GoJ on detailed design, drawing & specification of the intake well, pump and pump house, reservoir (if any) shall be obtained by the Company before construction.
20. The officers of WRD shall have the right to inspect the infrastructures time to time and suggest corrective mechanism for removing the deficiencies, if any. The Company shall have to undertake the remedial measures, as suggested by WRD, GoJ at their own expenses.
21. The Company shall have to bear the cost of rehabilitation and resettlement of the families so displaced. The cost of land acquisition, forest land compensation, etc., as per prevailing norms of the Government, shall have to be borne by the Company. The Company shall also obtain forest, environmental and other mandatory clearances, wherever required from the concerned departments/Ministry of the State Government/Government of India.
22. The Company shall utilize the water for the agreed purpose only. If Company is found to violate this condition, department shall initiate process for termination of agreement/cancellation of water allocation.
23. The Company has to liaison with the concerned Chief Engineer, WRD to sign an agreement related to the utilisation of allocated water and making payment of the water charge, as per the terms and conditions stipulated in the agreement. The allocation of water shall come into effect from the day of execution of the agreement with the WRD, GoJ.
24. The Company shall install appropriate devices to minimise water consumption and also for recycling & conservation of water.
25. The drawl of water from intake structure, shall under no circumstances be detrimental to the safety and operational procedures of reservoirs/barrages lying in the upstream or downstream or on both sides of the intake structure.
26. The accounting year shall be from 1st April to 31st March of two consecutive calendar years. The bills for payment of water charges shall be prepared by the concerned officers of WRD, GoJ by 10th day of every month on the basis of demand stipulated in clause- 2, 2.1& 2.2.
27. The Company shall ensure to make payment of the bill by last day of the month in which bill has been generated, failing which a delayed payment surcharge shall be levied over and above the normal rate. If however, any discrepancy or error is found in the bill the same shall be intimated to the concerned officer within 15 days for necessary rectification, but the payment against the original bill shall have to be made within stipulated period. The rectification in the bill, however, shall be adjusted in the next bill.
28. In case of non-payment of water charge for more than 6 (six) consecutive months by the Company, the government shall have the right to stop withdrawal of water by the Company and take suitable legal action.
29. A joint review by the representatives of WRD, GoJ and the Company shall be made periodically at least once in every two years on the observed water consumption pattern of the unit to assess the possibility for the technological interventions needed for reducing the quantum of water already earmarked in order to effect the same from the mutually accepted data.

30. All disputes and differences between the parties except the matter for which provision has been explicitly made in the agreement shall be referred to the Dispute Resolution-cum-Waiver Committee.
31. Any unresolved dispute and differences or any challenged decision of the Dispute Resolution-cum-Waiver Committee shall be referred to the Arbitrator, who will be appointed after mutual consent of either parties in accordance with clause 12 of fifth schedule of "The Arbitration & Conciliation (Amendment) Act, 2015". The provisions of the Arbitration and Conciliation Act, 1996 along with the amendments made in "The Arbitration and Conciliation (Amendment) Act, 2015" shall apply. The place of arbitration shall be at Ranchi and the language of arbitrator shall be in English.
32. **This agreement shall remain valid for a period of ten years.** For renewal of agreement, the Company shall be required to submit an application to the department **3 (three) months** prior to expiry of the existing agreement. The renewal shall be considered only after clearance of all prior dues.
33. **In case the Company violates any of the conditions stipulated in this agreement, WRD, GoJ shall be at liberty to take decision regarding termination of the agreement.**
34. The parties hereby also agree to abide by "**Jharkhand Surface Water Allocation Rules, 2023**".

B. Specific technical conditions

WRD, GoJ shall be at liberty to include any specific technical condition/conditions in the agreement to the industry on case to case basis as and when required and mutually agreed between either parties.

In witness whereof, the parties of this agreement have herein put their respective hands & seals, the day and year of agreement first above written.

Signed, seal & delivered on behalf of
(Name of Company)

Signed, seal & delivered on behalf of
Governor of Jharkhand through Water Resources Department, Government of Jharkhand.

In presence of

In presence of

1.

1.

2.

2.

3.

3.



"JHARKHAND SURFACE WATER ALLOCATION AGREEMENT FOR MUNICIPAL USE BY VARIOUS PRIVATE INSTITUTIONS, PRIVATE EDUCATIONAL INSTITUTIONS, DEPARTMENT OF DRINKING WATER AND SANITATION, MUNICIPAL CORPORATIONS, NOTIFIED AREA COMMITTEE, URBAN LOCAL BODIES, PANCHAYATI RAJ INSTITUTIONS, OTHER GOVERNMENT INSTITUTIONS"

(See Rule 4(2) of Jharkhand Surface Water Allocation Rule-2023)

AGREEMENT FOR MUNICIPAL WATER SUPPLY FROM.....
(Name of the river/nala/stream/reservoir/downstream of reservoir/canal) to.....
.....(Name of the Institution/Department/Municipality/Municipal corporation/any other Organisation).

This agreement made on this day of two thousand between Governor of Jharkhand through Executive Engineer..... Water Resources Department (WRD), Government of Jharkhand herein after referred to as "**The Government**" which term shall unless excluded by or repugnant to the context, includes its legal representatives, successors, executors, administrator & assigners on the one part and..... (Name of Private Institutions, Private Educational Institutions, Department Of Drinking Water And Sanitation, Municipal Corporations, Notified Area Committee, Urban Local Bodies, Panchayati Raj Institutions, Other Government Institutions) having its registered & administrative office at..... (Address of Organisation) and works office at..... (Local office address of the Organisation) herein after referred to as "**The Organisation**" which expression shall unless excluded by or repugnant to the context of the meaning thereof, be deemed to include its successor and assigners and also mean..... (Name of Organisation) for all transactions & acts.

Whereas the Organisation applied the Government on (Date) for allowing to withdraw.....MCM/annum of water on annual basis from the

Natural Source (river/nala/stream) Reservoir/Downstream of Reservoir Canal at Latitude (Degree, Minute, Second) North and Longitude..... (Degree, Minute, Second) East at (Name of the place, block and district) for municipal purpose and wherein the Government has considered to allow withdrawal of..... MCM on annual basis of water as per the concurrence order issued by Water Resource Department (WRD), Government of Jharkhand to..... (Name of Organisation) vide letter no..... date..... and accordingly the parties hereto have agreed to have a formal agreement in this regard.



It is hereby agreed by and between the parties as follows:

1. That “The Government” agrees to allow withdrawal of MCM/Annum water as per the schedule given herein at clause- 2 below:

2. The water withdrawal schedule from intake point:

PERIOD (DD/MM/YYYY)		QUANTITY OF WATER TO BE DRAWN DURING THE YEAR (in MCM)
1		2
From	To	

- 2.1. The water tariff for quantity of water drawn by the Organisation shall come into effect from the period as indicated in column-1 of the table at clause- 2 above.
- 2.2. The quantity of water to be drawn will be restricted to..... MCM on annual basis and the measurement of water will be done at the intake point. The measurement of this quantity of water will be periodically checked jointly by the consumer and the representative of Water Resources Department, Govt. of Jharkhand (WRD, GoJ) at least once in every month. The measuring instruments shall be installed by the Organisation at its own cost and shall remain exclusively under the control of WRD, GoJ.
- 2.3. The Organisation shall pay water tariff at the rate fixed by the WRD, GoJ, from time to time. As and when this rate is revised by the WRD from time to time, Organisation shall be required to make payment at the revised rates of water tariff. The rate fixed by the government shall be binding on the Organisation.
- 2.4. The Organisation shall utilize the water for the agreed purpose only.
- 2.5. The Organisation has to liaison with the concerned Executive Engineer, WRD, GoJ to sign Jharkhand Surface Water Allocation Agreement, Form B for drawl related to the utilisation of allocated water and making payment of the water tariff, as per the terms and conditions stipulated under **clause 2.3** of this agreement. The allocation of water will come into effect from the day of execution of the agreement with WRD, GoJ.

3. Water Supply Interruption

- 3.1. The Government will not be responsible for any interruption or diminution or stoppage of supply of water due to lockout, strikes, breakdowns of mechanical means or other force majeure or other causes beyond the control of the Government.
- 3.2. If due to any unforeseen reasons, the Govt. is not able to make available the quantity of water as envisaged in clause-2, no legal action can be taken against the Govt.

4. Accounting year shall be from 1st April to 31st March of two consecutive calendar years. The bills for payment of water tariff shall be prepared by the concerned Executive Engineer by 10th of every month on the basis of demand stipulated in clause – 2, 2.1, 2.2 and 2.3.
5. **This agreement shall remain valid for a period of twenty years.** Renewal of the agreement shall be guided by prevailing “Jharkhand Surface Water Allocation Rules 2023”.
6. **In case the Organisation violates any of the conditions stipulated in this agreement, WRD, GoJ shall take action to terminate the agreement.**
7. The parties hereby also agree to abide by “**Jharkhand Surface Water Allocation Rules, 2023**”.

In witness whereof, the parties of this agreement have herein put their respective sign & seals, the day and year of agreement first above written.

Signed, seal & delivered on behalf of
Organisation

In presence of

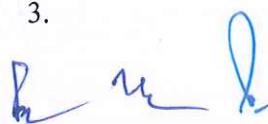
- 1.
- 2.
- 3.



Signed, seal & delivered on behalf of
Governor of Jharkhand through Water Resources Department, Government of Jharkhand.

In presence of

- 1.
- 2.
- 3.



Application Form for Allocation of Water for Municipal Use by Government Organizations/Departments/Municipal Corporations/Public or Private Educational Institutions

(See Rule 4(1) of Jharkhand Surface Water Allocation Rule-2023)

To,

The Additional Chief Secretary/Principal Secretary/Secretary,
Water Resources Department, Govt. of Jharkhand,
Nepal House, Doranda, Ranchi.

Sub: - Application for allocation of Surface Water for municipal use of.....
(Name of Scheme & Address)

Sir,

Our department/organization/institution requires MCM/Annum of water for municipal use in the location explained below. Details of the proposed project are given below:-

1. Name of the Government :-
Organization/Department
/Municipal Corporation/
Public or Private
Educational Institution
2. Regd. No./Office Address with :-
Tel. No./E-mail etc.
3. Type of Organization :-
 Government Organization/ Department
 Municipal Corporation
 Public or Private Educational Institution
 Any Other
4. Name and Location of the Proposed Drawal Point :-
 - (i) Name of river/dam/
downstream of dam/
reservoir/canal
 - (ii) Nearest Village :-
 - (iii) Block :-
 - (iv) Sub-Division :-
 - (v) District :-

(vi) Latitude & Longitude :-

[Enclose Location Map]

5. Required Quantity of Water :-

(in MCM/Annum)

[Attach Detailed Calculations]

6. Salient Details of Water Drawal :-

Proposal

[Attach as Enclosure]

Declaration

1. I/We certify that the information furnished is true to the best of my/our knowledge.
2. I/We agree to pay the water charges fixed by the Govt. from time to time and also agree to pay commitment charges if any.
3. I/We agree to abide by the Jharkhand Surface Water Allocation Rules – 2023 and sign Agreement in prescribed form/format.

Place: -

Signature:-

Date: -

Firm:-

