

**BEFORE THE NATIONAL GREEN TRIBUNAL  
WESTERN ZONE BENCH, PUNE  
ORIGINAL APPLICATION NO. 196 OF 2024 (WZ)**

Charan Bhatt

...Applicant

Vs.

Metropolitan Commissioner, MMRDA & Ors.

...Respondents

**AFFIDAVIT IN REPLY ON BEHALF OF RESPONDENT NO. 5**

**(....., WATER RESOURCES DEPARTMENT)**

I, Sandeep Ramchandra Nalawade Age 50 Years, Adult Presently working as Superintending Engineer, Water Resources Department, Government of Maharashtra (Respondent No. 5 herein), do hereby state on solemn affirmation as under:

1. I am Respondent No. 5 hereto. I have gone through the present Original Application ("OA") and the documents filed therewith. I have also gone through the documents in the record of the Water Resources Department

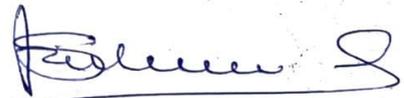
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relating to the subject matter of the present OA. I am competent to depose hereto.

2. At the outset, it is submitted that I am neither a necessary nor a proper party to this OA, and it is in the interest of justice that I be deleted as a party hereto. No relief has been claimed in respect of the present Respondent.
3. Further, the subject matter of the OA, i.e. the discharge of treated water into the nala (drain) without reusing it, is one that the Water Resources Department has considered. When the Department enters into contracts with municipal corporations for use of dam water, such contracts have a clause to ensure the reuse and recycle of effluent water. For example, I am annexing two agreements dated 1 April 2019 and 12 February 2025 entered into with the Vasai Virar City Municipal Corporation, which contain such terms, as **Exhibit A** and **Exhibit B** hereto.
4. Thus, even on the merits of the matter, there is and can be no case against the present Respondent.
5. In light of the above, I humbly pray that the present Respondent may be deleted as a party to the OA and/or the present OA be dismissed against the present Respondent.



Deponent



VERIFICATION

I, Sandeep Ramchandra Nalawade Age 50 Years, Superintending Engineer, Water Resources Department, Thane Irrigation Circle, Thane on behalf of the Respondent No. 5, do hereby state on the solemn affirmation that the contents of this affidavit are derived from the official record and I believe the same to be true and correct.

Solemnly affirmed at Mumbai)

This day of Aug, 2025)  
**7 AUG 2025**

  
( Sandeep Ramchandra Nalawade )  
Superintending Engineer  
Thane Irrigation Circle, Thane  
**DEPONENT**

I Identify the Deponent

Pleader for Respondent No.5



**BEFORE ME**  
  
**A. R. SURVE**  
ADVOCATE & NOTARY  
GOVT OF INDIA  
REG. No 16353

Seen Original  
PAN / Aadhar / Electic  
Card - Driving License  
Card - Passport / POA  
Bearing No. 33982792024  
Dated. 7 AUG 2025  
For Verification \_\_\_\_\_

NOTED & REGISTERED  
Reg. No 115168  
Page No. 76  
Date 7 AUG 2025





महाराष्ट्र MAHARASHTRA

2024

DC 186855



12 FEB 2025

AGREEMENT

03/2/25  
(For Non-Irrigation Water Supply)

Reference:- (Government letter no. Miscellaneous/1095/M-3/(635/95)MP(1) dated 07/11/1996)  
This agreement is made on the \_\_\_\_\_ day of the March month of the year Two Thousand  
Twenty Five

BETWEEN

Party I: -

<p><u>Name &amp; Address of Company</u> <u>with e-mail id:</u></p> <p>Deputy Municipal Commissioner, The Vasai-Virar City Municipal Corporation, Virar.</p> <p>Email Id- <a href="mailto:cevcmc@gmail.com">cevcmc@gmail.com</a></p>	<p>A Company/ Industries/ Entrepreneur/ Organization/ Proprietor/ Institution/ Factory User Deputy Municipal Commissioner The Vasai-Virar City Municipal Corporation, Virar. (which expression herein- after referred to as "the BWUE" shall, unless excluded by or it be repugnant to the context or meaning thereof be deemed to include its successors and assigns) registered under the Indian Companies Act, (VII of 1913), the companies Act 1956 (1 of 1956) and having its registered office at Palghar, Tal. &amp; Dist. Palghar and with communication address Deputy Municipal Commissioner The Vasai-Virar City Municipal Corporation, Virar. and email Id hereinafter referred to as "the Bulk Water User Entity (BWUE)" of the one part</p>
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Executive Engineer  
Palghar Irrigation Division, Manor

12 FEB 2025

जोडपत्र-२ / Annexure II



प्रतिज्ञापत्रा च्यतिरिक्त वापरण्यात येणाऱ्या मुद्रांकावर ठपटवाचा मुद्रांक विक्री अ.क्र. १०६७ 'दस्ताचा प्रकार' करारनामा

दस्त नोंदणी होणार असल्यास दु.नि. कार्या. नं. ....

फिल्लकतीचे वर्णन पाणीवापर करारनामा

मुद्रांक रक्कम ५०० / दिनांक / मोबदला रक्कम दस्तात नमूद प्रमाणे

मुद्रांक विकत घेणाऱ्याचे नाव .....

दस्ताचा पत्ता/काराचे नाव पालघर पाळवंधारे विभाग

हस्ते असल्यास त्याचे नाव मधुसूदन जि. पालघर जगनाथ मंगोर

मुद्रांक विकत घेणाऱ्याची संपत्ती शा. विस्तार

परवानाधारक मुद्रांक विक्रेत्याचे सही :-

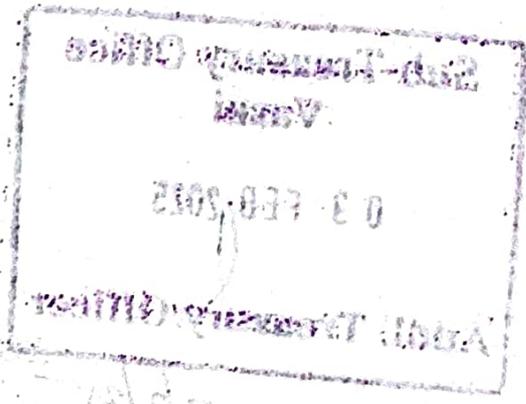
सा. देवयानी आं. तांडेल. परवाना क्र. १२२२२२२२

ठिकाण : विरार, ता. वसई, जि. पालघर.

: मुद्रांक हारोटी केवळ पाहून त्याच रकमेसाठी ६ महिन्यांचा वापरणे बंधनकारक आहे -



12 FEB 2025



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834 54

AND

Party II: -

<i>Executive Engineer, Palghar irrigation Division, Manor Under Water Resources Department, Maharashtra (GoM)</i>	Herein after referred to as “ <b>the Bulk Water Supply Entity (BWSE)</b> ” (Which expression shall unless excluded by or it be repugnant to the context or meaning thereof be deemed to include his successors and assigns) of the other Part.
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WHEREAS the BWUE is The Vasai-Virar City Municipal Corporation has applied to the Government for permission to draw temporarily 100MLD (36.50 mm<sup>3</sup>) of water per year from the side source i.e Dhamani Dam of Surya Project until starting of utilisation of water by MMRDA through pumping station at Maswan Village Tal & Dist. Palghar from Surya river. (Herein after referred to as “**the said river/ source**”) for the use by the BWUE for supplying drinking water to the municipal Corporation of BWUE’s plant at Maswan village on Dhamni Dam Surya Project minor (herein after referred to as “**the said Plant**”) and laying underground and surface pipes and drains for discharge of the factory effluent, if any. (Strike out whichever is in applicable)

AND WHEREAS the BWUE has applied to the BWSE for permission to draw 36.5 million Cubic Meters (Mcum) per year from the said source.

AND WHEREAS the BWSE has agreed to grant the aforesaid permission Vide Government letter no. Chief Engineer, Water Resources Department Kokan Resion Mumbai Marathi Letter जा.क्र. 2013/तां-3(3)/ धा.क्र.एस-09/4018 दि.21/05/2013 to the  
**Deputy Municipal Commisioner,  
The Vasai-Virar City Municipal Corporation, Virar.**

BWUE on the terms and conditions herein after appearing.

AND WHEREAS the BWSE has given permission vide above reference letter to the BWUE to draw 36.5 Million Cubic Meters (Mcum) per year from the said source, and under the said terms and conditions the BWUE has deposited with the BWSE a sum as follows:

#### Refundable Deposits

Sr. No	Type of Charges	F.D.R No.	Date	Amount in Rs.	Bank Name and branch Details
1.	Non Irrigation water Charge	FDR NO. T22/MTDI 0823905	Date of Deposit 11/03/2025	Rs.85,11,800.00	Indian Bank, Virar Branch
2.	Local Fund Charge		Valid up to 11/03/2031		

as “security” equivalent to two months BWUE’s probable annual watercharges

**Executive Engineer  
Palghar Irrigation Division, Manor**

based on yearly sanctioned and as communicated in cash (below Rs.5000/-)/ Cheque/ Demand Draft/ RTGS or a bank guarantee issued by the Scheduled/Nationalized bank having its main/ branch office situated locally for the due observance and performance by the BWUE of the terms and conditions of this agreement; WHEREAS it has been agreed that the said amount deposited will not carry any interest.

AND WHEREAS the BWUE has read and understood the meaning of the words used in the agreement such as,

**BWSE** :- It means Bulk Water Supply Entity i.e. Water Resources Department(WRD) Government of Maharashtra, including the concerned Executive Engineer, Superintending Engineer, Chief Engineer and Executive Director of the corporation.

**GOVERNMENT** :- It means Water Resources Department (WRD) Government of Maharashtra.

**CORPORATION** :- Corporation means the River Basin Agency i.e. Vidarbha Irrigation Development Corporation (VIDC)/ Maharashtra Krishna Valley Development Corporation (MKVDC)/ Godavari Marathwada Irrigation Development Corporation (GMIDC)/ Tapi Irrigation Development Corporation (TIDC)/ Kokan Irrigation Development Corporation (KIDC).

**DEPARTMENT** :-It means Water Resources Department (WRD) Government of Maharashtra.

**BWUE** :-BWUE means bulk water user entity which may be a local self- Government Body such as Gram Panchayat/ ZillaParishad/ Municipal Authorities/ MIDC/ MJP also company/ Industry/ Entrepreneur/ Individual / Government or Non- Government or Semi-Government Organization/ Proprietor/ Institution/Factory/ User or Any Non-Irrigation Customer.

**RAW WATER** :-

- a) Water used as a raw water directly or after purification for manufacture of their final product such as
  - i. Mineral/ drinking water plants, distilleries, breweries, manufacturing plant for beverages and for beers, liquor and similar products,
  - ii. Ice factory, in which water is used directly or indirectly for preparation of the product.
- b) Part of Raw Water used for manufacturing of Final Product such as:
  - i. Ethanol, spirit or alcohol production
  - ii. Manufacture of biscuits/ other food items
  - iii. Medicines and drugs or similar products in which part of raw water is used as their final product.

  
Executive Engineer  
Palghar Irrigation Division, Manor

- iv. Liquid and solid fertilizers, insecticides, chemicals, and other similar products in which raw water is used directly or indirectly after purification for manufacturing of the product.
- v. Any other similar products in which raw water is used directly or indirectly after purification for manufacturing of the product.
- vi. Any product in which part of water is used as raw water for manufacturing of their final product.

The Raw Water Quantity for billing purpose shall be considered as follows-

**Raw water Quantity shall be calculated according to the amount of raw water used in actual production of that product. (It should not include the water used for the processing as per definition given below). To calculate this, the actual contents of water in the final products shall be considered and the raw water required to produce that content shall be taken into account. This shall be certified by any agencies like BSI/ ISI/ MPCB/CPCB/ Patent Government Authorized Institutes/ Certified Institutes by NABL, NAAC.**

**WATER USED FOR PROCESSING** :- Water used in processing for manufacture of the product which may include cooling, flushing, washing, curing or other miscellaneous activities, other than water used directly as raw water for manufacturing of final product, for process industries, industries using water for cooling (like thermal power plants). Industries using water for boilers to produce steam. (Cogeneration in the sugarcane process industries and other similar industries.)

**QUOTA** :- Quota means yearly water demand sanctioned and communicated to the BWUE by the BWSE.

**YEARLY APPLICABLE DEMAND** :- Yearly Applicable demand means the water demand communicated by the BWUE for the period from 1<sup>st</sup> November to 31<sup>st</sup> October of the next year to the BWSE and sanctioned by BWSE every year in the month of September along with its bifurcation for industrial, domestic and agricultural use.

**MDDL** :- Minimum Draw Down Level in the river/ Canal/ Dam.

**RBA** :- River Basin Agency.

**MWRRA** :- Maharashtra Water Resources Regulatory Authority

**CPCB** :- Central Pollution Control Board.

**MPCB** :- Maharashtra Pollution Control Board.

**MIDC** :- Maharashtra Industrial Development Corporation.

**MOEF and CC** :- Ministry of Environment and Forests and Climate Change.

**MJP** :- Maharashtra Jeevan Pradhikaran.

  
**Executive Engineer**  
**Palghar Irrigation Division, Manor**

**DD :-** Demand Draft.

**RTGS :-** Real Time Gross Settlement.

**CSR :-** Corporate Social Responsibility.

**NABL :-** National Accreditation Board for Testing and Calibration of Laboratories.

**NOC :-** No Objection Certificate

It is hereby agreed by the parties to this agreement that the orders or the directions as issued by MWRRA, an authority constituted under section 3 of the MWRRA Act 2005 as amended from time to time shall be binding and applicable to the agreement and for that purpose the said directions or the orders as issued by the authority from time to time shall govern for all practical purposes for this agreement and accordingly from the relevant clauses in this agreement shall be deemed amended where ever applicable.

AND WHEREAS as the BWUE has agreed with following terms and conditions,

**NOW THIS AGREEMENT WITNESSTH AS FOLLOW:**

**A. Sanctioned quota and allied Conditions:**

1. (i) In consideration of the BWUE making payment to the BWSE as herein after specified and observing and performing the convenience and conditions herein contained BWSE do hereby grant to the BWUE permission to draw following quota of water for the specified purpose.

**Table1.0**

Sr. No.	Description / Use	Source (Reservoir/Dam/ Tank/KTB/ KTW/ D/s of River / Natural stream/ Own/ Own well within 35 meters from water channel)	Sanctioned Quantity Mm3/year)	Percentage with Total sanctioned Quota
b.	<b>For Domestic use- (Household usage)</b>	Surya Major Project	36.50	100%
	<b>Total Domestic Use</b>		36.50	100%

And use the same for the purpose of the BWUE's said plant or project or for supply to residential colonies or for agricultural use (Nursery/ Gardening) for a term of **Six (6) years** commencing from the **01/04/2025** on the following terms and conditions.

  
**Executive Engineer**  
**Palghar Irrigation Division, Manor**

(ii) In case if the BWUE is in developing stage, and they do not require total sanctioned quota at the time of this agreement, then it will be binding on the BWUE to develop the project and utilize their sanctioned quota to the full extent within 3 years from the date of Executive Engineer, Palghar irrigation division letter mentioned above. **If the BWUE fails to do so, and the BWUE desires to continue their water reservation beyond 3 years, then a separate permission for continuation of the sanction of quota shall be obtained from respective Chief Engineer, by making an application along with a non-refundable Reservation Continuation Request Fee equivalent to the Refundable Deposits mentioned herein above. Such an application shall be made by the BWUE 6 months prior to completion of the said 3 years from the date of chief Engineer's Memo/ज्ञापन (Dnyapan/Memorandum) mentioned herein above, otherwise the quota reservation will be deemed to be invalid the agreement will become null and void.**

The industrial water requirement, the domestic water requirement and agricultural water requirement (Nursery/ Gardening) of the BWUE as demanded deemed to be separate and independent for the sole purpose and water charges assessment shall be accordingly separate and independent for other clauses of this agreement. The BWUE shall recycle the used water to fulfill their Nursery/ Gardening water requirement. However, if BWUE demands for fresh water to cater their Nursery/ Gardening requirements then water will be charged as per appropriate rates of MWRRA.

2. The permission hereby granted shall be subject to the provisions of the Maharashtra Irrigation Act 1976, MWRRA Act 2005, and MWRRA order No.9/2017, dated 22/09/2017, & Tariff Order dt.29/03/2022 with subsequent revisions if any, in force and any executive orders issued in this on behalf of Government and any statutory amendment thereof from time to time and for the time being in force and the same will be applicable to the BWUE from the date of issue of the order.
3. Nothing herein contained shall be deemed to imply any guarantee on the part of the BWSE as to the availability or otherwise of any specific quantity of water and BWSE shall not be responsible for the non-supply or inadequate supply of water on any account whatsoever. However, in case of inadequate or non-supply due to shortage of water or reason beyond the control of the BWSE, the bill shall be charged as per actual quantity of water lifted/supplied during such period including transmission losses.

  
**Executive Engineer**  
**Palghar Irrigation Division, Manor**

4. The BWUE shall use the water drawn from the said river/ source for purposes of Industrial use for the BWUE's said Project/plant and/or for supply to the residential colonies constructed by the BWUE within the area of said Project/plant for providing housing to its employees and workers (hereinafter referred to as "the said residential colonies"). The BWUE shall not sale the water from the said river/source to any other person, firm or BWUE, corporation or other body. In the event of the BWUE selling water drawn from the said river/source, then BWSE without prejudice to its right will forthwith cancel the agreement and revoke the sanction of water quota. BWSE shall be entitled to recover from the BWUE the proceeds of any such sale made by the BWUE.

As regards water supply to MIDC this Clause of resale of water will not be applicable to the extent of the water supplied by them to the industrial units and residential colonies in their jurisdiction. But, for any purpose other than the above. If MIDC desires to supply water then the prior permission of the BWSE in Water Resources Department is obligatory. Water supply made by MIDC without prior permission will be charged at 3 times applicable Industrial water rates retrospectively as per MWRRA order dt.29.03.2022 and subsequent revisions.

5. If BWUE are found to be supplying water from its drinking water entitlement to Industrial users without prior approval of BWSE, such water use will be charged at 3 times applicable Industrial water rates retrospectively as per MWRRA order dt. 29.03.2022 and subsequent revisions.
6. BWSE shall be entitled to utilize water of the said river/ source available after meeting the reasonable requirements of the BWUE for any other suitable purpose, and the decision of the BWSE shall be final and binding on the BWUE for such purpose as BWSE deem fit.
7. The permission hereby granted shall not in any manner prejudicially affect the existing water rights vested in the upstream /downstream riparian owners, nor shall it in any way, prejudice BWSE's rights to here after launch or implement in public interest any new scheme or schemes on its own, or in connection with the present source of river channel of water supply available to the BWUE, subject however to the safeguarding of its reasonable demand referred to in clause (6) above.
8. The BWUE shall not construct the pickup weir in the river bed of the said river unless the proposals, plans, drawings, specifications, estimates and all other details thereof are previously submitted to and approved in writing by an officer authorized in that behalf by the BWSE and while granting its approval to the construction of the pickup weir, BWSE may impose such conditions as it may in its discretion think fit. The foot valve of suction pump shall be kept at a level such that, in case the water level in the river/ reservoir goes below the sump level of river or below MDDL of the reservoir, the BWUE shall make its own arrangement at his own cost to draw water.

  
**Executive Engineer**  
**Palghar Irrigation Division, Man...**

9. The cost of all works in connection with the arrangements for water supply including the cost of measuring devices and its installation and maintenance shall be borne by the BWUE.
10. As per Para 7.2 of MWRRA Order no.9/2017, dated. 22/09/2017, Corporation (RBA) shall limit the entitlements after reviewing the conditions laid down in environmental clearance given by competent authority and the water that can be made available from rainwater harvesting, recycling etc. wherever recycling is possible, the entitlement shall only be for top-up requirements. water should be reuse and recycled as per Government Marathi GR नगर विकास विभाग, शासन निर्णय क्रमांक संकिर्ण 2016/प्र.क्र.259/नवि-33 दि.30/10/2017
11. In case of emergency/ drought/ any natural calamities occurs, BWSE reserves the right to issue interim order to the BWUE to make arrangement from their said source to allow supply of drinking water by tanker or any other means in public interest for certain stipulated period. In such case no claim will be entitled from the BWUE. The BWUE's water use in such emergency period will be treated as work of Corporate Social Responsibility (CSR).
12. The said Security deposit sum of **Rs. 85,11,800/-** deposited in the form of ~~Demand Draft/ Cheque/ F.D.R /Bank Guarantee/~~ cash (below 5000/-) by the BWUE with the Executive Engineer, Palghar Irrigation Division, to the BWSE as aforesaid shall be held by the BWSE as security for the due observance and performance by the BWUE of the covenants, terms and conditions herein contained.

**Table 2.0****Refundable deposits**

Sr. No	Type of Charges	F.D.R No.	Date	Amount in Rs.	Bank Name and branch Details
1.	Irrigation water Charge	FDR NO. T22/MTDI 0823905	Date of Deposit 11/03/2025	70,93,166.667	Indian Bank, Virar Branch
2.	Local Fund Charge			14,18,633.333	
	<b>Total</b>		Valid up to 11/03/2031	<b>85,11,800.000</b>	

  
Executive Engineer  
Palghar Irrigation Division, Manor

In case of default on the part of the BWUE to perform and observe any of the said covenants terms and conditions it shall be lawful for the BWSE in his absolute discretion to forfeit the whole of the security deposit or any part thereof without prejudice nevertheless to any rights and remedies which the BWSE may have against the BWUE under these presents for such breach and the BWUE shall forthwith pay up the amount so forfeited and shall always maintain the original amount of deposit throughout the period of this agreement. On the expiry of the terms of this agreement, the said security deposit of Rs.85,11,800/- or such part thereof as shall not have been appropriated as aforesaid shall be refunded to the BWUE.

13. All amounts due to the BWSE by the BWUE under this agreement shall be deemed to be arrears of land revenue and may without prejudice to any other rights and remedies of BWSE be recovered from the BWUE as arrears of land revenue.

#### **B. Water Source & its Measurements:**

1. Water supply as per the sanctioned quota shall be commenced only after installation of the SCADA based ultrasonic flow meter with SMS facility. For ascertaining the quantity of water drawn by the BWUE, the BWUE shall forthwith at its own cost and after obtaining prior approval in writing thereto of the Executive Engineer, install independent pipelines fitted with separate SCADA based ultrasonic flow meter with SMS facility, as above for use of water for the said independent intention (herein after referred to as "The said ultrasonic measuring devices with SMS facility") at such places as indicated by the Executive Engineer.
2. All the Pumping/ pipeline layouts showing locations of the metering equipment from the said river/source for different purposes shall be got jointly verified and got approved from Executive Engineer, WRD. Also, the layout from the said river/source shall be got approved from Executive Engineer. **No changes in the approved layout shall be made without the prior written approval from the Executive Engineer.** All the Pipe Layout components within the premises of the BWUE shall be open for inspection at any given time. As far as possible, the water pipeline of different use such as raw water, processing, and domestic and gardening shall be kept open. Pipeline shall not be made underground from the point of separation OR pipeline entrance in the premises whichever is nearest from the Intake well.
  - a. According to the usage bifurcation, there should be a separate distribution pipeline and water meters for each type of usage starting from entrance of premises to the actual water use point.

  
**Executive Engineer**  
**Palghar Irrigation Division, Manor**

b. The pipelines shall be color-coded as follows as per sanctioned bifurcations:

Sr. No.	Usage Type	Pipeline color-code
a.	<b>For industrial use-</b>	
1	Water used as Raw material	Red
2	Water used for Processing	Yellow
3	Water for Domestic use in Industry	Blue
b.	<b>For domestic use in Households-</b>	White
c.	<b>For agricultural use -</b> (Nursery/ Gardening) within the BWUE's premises.	Green
d.	<b>For Commercial use-</b>	Orange

c. The meters shall be fitted near intake well, just before separation of pipelines inside the premises of the User and before the end use.

d. The sanctioned quantity mentioned in Table 1.0 of clause A1 (i) shall be used for the particular prescribed purpose only. If any diversion is noticed then it will be charged at 2 times the highest rates.

e. The difference if any, between the water quantity actually lifted from the source and the water quantity that reaches to BWUE premises for distribution of raw water to different categories viz., Raw, Process, Drinking, etc. as per quota sanctioned by BWSE shall be charged at the highest rate applicable at that time as per approved tariff plan from time to time.

### Sample calculations:

1. Quantity lifted at source = (X) m<sup>3</sup>

2. Quantity after distribution to usage units

a. Quantity For industrial use as Raw material = (a1) m<sup>3</sup>

b. Quantity For industrial use for processing = (a2) m<sup>3</sup>

c. Quantity For Domestic use in Industry = (a3) m<sup>3</sup>

d. Quantity For Domestic use in Households = (b) m<sup>3</sup>

e. Quantity For Agricultural use = (c) m<sup>3</sup> + (a2) + (a3)

f. Quantity For Commercial use = (d) m<sup>3</sup> + (b)+(c)+(d)

Quantity reached at Premises/Actual use = (Y) m<sup>3</sup>

If (X) m<sup>3</sup> ≠ (Y) m<sup>3</sup>

then difference of Quantities [ (X) – (Y) ] will be charged at highest rate at that time as per approved tariff plan from MWRRA.

3. Ultrasonic measuring device with SMS facility shall be installed within 50 m distance from sump well having ease of all-weather approach to record reading and inspection at any time (Day/ Night). A separate cabin protected from all weather conditions for measuring device, with SMS Facility with sufficient spaceshould be provided.
4. Electric connection arrangement for flow meter should be done directly such that ultrasonic flow meter cannot be stopped any time during operation period of pumps. Inverter/ backup/ UPS arrangement should be done to provide continuous electric supply to flow meter in the cabin.
5. Calibration of the said Ultrasonic measuring device with SMS facility should be done annually from NABL approved laboratory after consultation with Executive Engineer and calibration report should be submitted to the Executive Engineer.
6. The said Ultrasonic measuring device with SMS facility with its supplementary devices shall always be kept under the lock and seal of the Executive Engineer and one key of such lock shall at all times, be with the Executive Engineer. The BWUE shall at all times, during the subsistence of this agreement at their own cost maintain the said Ultrasonic measuring device with SMS facility in proper working order and condition
7. Daily Reading of water drawn shall be recorded in the "Standard Log Book" issued by the Executive Engineer or data logger to the BWUE/User. Readings of flow meter and pumping hours should be kept jointly by BWUE/User and BWSE representative. BWUE/User Officers/ BWSE Officers shall visit and check the logbook/ Data logger frequently. These logbooks/ Data loggers will be the property of the BWSE. To work out the monthly bill, readings for the total water drawn by the BWUE/User shall be taken on the said Ultrasonic measuring device with SMS facility, on the 1STday of each month at the time agreed jointly by the authorized representatives of the Executive Engineer and of the BWUE/User.

  
**Executive Engineer**  
**Palghar Irrigation Division, Manor**

8. In the event of the said Ultrasonic measuring devices with SMS facility going out of order and becoming defective, the quantity of water drawn by the BWUE during the period when the meter was defective and not working shall be ascertained as per MWRRA order No.9/2017, dated 22/09/2017 & Order dt.29/03/2022 and subsequent revisions in MWRRA order, in the following manner.
- (i) It is BWUE's responsibility to inform immediately about any fault/breakdown of Ultrasonic measuring device/s with SMS facility. One month notice shall be given for repairing and commissioning of the Ultrasonic measuring device/s with SMS facility which is found to be tampered/ faulty/ non-working. The Ultrasonic measuring device/s with SMS facility shall be repaired within 60 days.
  - (ii) Extension of one month can be given for repairing the Ultrasonic measuring device/s with SMS facility depending on specific local situation. Water charges for this period shall be levied on the basis of actual use including transmission losses / reservation/ water use calculations based on specific water consumption as per 100% of the proportionate sanctioned yearly quantity as communicated in clause A1 or as per criteria issued by MWRRA Order dated 22/09/2017 or production or recent water use whichever is more at rate 2 times the applicable rate.
 

This will be made applicable for the period during which the measuring devices remained out of order. The aforesaid provisions will also apply when the quantity of water drawn by the Agency cannot be measured on account of removal of the said Ultrasonic measuring devices with SMS facility for repairs or the same in the opinion of the Executive Engineer not working properly.
  - (iii) However, if meter is not repaired within this extended time limit, water supply shall be discontinued.
9. i) Metered water uses within the allocated quota sanctioned limits and installing meter without agreement, shall be billed at twice the applicable rates.
- ii) Water used without sanction shall be charged at 2 times applicable rate.
- iii) Water Used without installing meter/when meter is not in working condition/not calibrated, shall be charged at 2 times applicable rate.
- iv) When both conditions Water used without sanction/ sanctioned but without agreement and Water Used without installing Ultrasonic meter with SMS facility/ when meter is not in working condition/ not calibrated exist at the same time, water used shall be billed at THREE times applicable rates. Quantity for such use shall be as per Para8(i) above.
10. If any theft/ misuse of water found from any source by the user. In such case the BWUE will be charged as per prevailing MWRRA penal rates.

  
**Executive Engineer**  
**Palghar Irrigation Division, Manor**

11. During the construction phase of commercial entity, private colonies, town ships, the water use will be charged at commercial rate and after receipt of completion Certificate of the construction (i.e., after receipt of occupancy certificate), water use will be charged as per the provisions in Annexure 2, Para- 2 of General condition of MWRRA Order dated 29/03/2022 and subsequent revisions in MWRRA order. If both uses are concurrent, different meters are to be installed and assessment to be done accordingly.
12. During inspection, if it is found that water sanctioned for processing is partially used in production as raw water directly or indirectly, then that quantity of water will be charged 2 times as per rates applicable for raw water after due verification and actual measurements.

**C. Billing:(i)**

1. Billing shall be done on **Bio-Monthly** basis. The bill for water drawn by the BWUE during the previous calendar month shall be sent in duplicate through e-mail/any other online mode by the Executive Engineer to the office of the BWUE within 10<sup>th</sup> day of next month, after the end of the water consumption period. The BWUE shall thereafter duly pay the same by a Demand Draft/ RTGS or any electronic transfer mode in the name of the Executive Engineer for and on behalf of the BWSE on or before 25<sup>th</sup> day of the same billing month and shall not allow the same to fall in arrears. If the BWUE fails to pay the amount within this stipulated time extra charge not exceeding 10% per annum of the amount due will be charged. If the delay in payment of water charges exceeds three months, then the BWSE reserves the right to terminate the water supply with a notice of 15 days in advance.
2. i) The BWUE shall pay to the BWSE at the time and in the manner specified in clause [C. (i) 1] hereof water charges for the quantity of water drawn by the agency from the said River as measured by the said Ultrasonic measuring devices at the rates prescribed as per MWRRA order Dt.29/03/2022 and also as per subsequent revision in the water rates from time to time during the period of this Agreement.
- ii) The present water rates for the water drawn from the Assured/Regulated/Partly regulated Water supply source/ Bulk Water User Entity has shared proportionate cost and constructed basis infrastructure for non-Irrigational water use is as per MWRRA order Dated, 29<sup>th</sup> March, 2022.

**Table 3.0**

Sr. No.	Water Use type	Sanctioned Quota (Mm <sup>3</sup> )	Applicable Rates per source location as per MWRRA Bulk tariff Order	Source classification
1.	Domestic - Household for Drinking water use	35.95	Rs.1.10/1000litres	
2.	Commerce Water use	0.55	Rs.5.50/1000litres	

**Executive Engineer**  
Palghar Irrigation Division, Manor

**NOTE:** Above Rates given in table are per cum (for 1000 Lit.) and are as applicable on the date of the agreement. However, the rates specified above are subjected to Revision of Bulk Tariff order by MWRRA/ GOM from time to time and will be binding on the Party I.

**Table 3.1**

Sr. No	Actual water use [Including Transmission losses]	Applicable rates
A	Quantity up to 100% of norm-based water use	Standard Rate
B	Quantity between 100% - 125% norm-based water use	1.50 times standard rate
C	Quantity exceeding 125% norm-based water use	3.00 times Standard rate

3. Water rates shall be paid by BWUE as per the prescribed rates in prevailing MWRRA orders. However, no rights can be claimed by paying water charges at higher rates in the form of penalty for such excess water use. BWUE should focus on measures such as leakage prevention, controlling Unaccounted-For-Water (UFW), promotion of water saving measures, reuse, and rainwater harvesting etc. to keep water use within prescribed limits.
4. The water lifted in excess of sanctioned demand shall be charged as per the prescribed penal rates in prevailing MWRRA orders. However, the local cess shall be charged on single rate only.
5. The BWUE shall pay to the BWSE at the time and in the manner specified in clause C-(1) & (2) hereof water charges for the quantity of water drawn by the BWUE from the approved source as measured by the said SCADA based Ultrasonic measuring devices with SMS facility at the rates as per MWRRA order dtd.29/03/2022 and subsequent applicable revisions.
6. In the case of disputes regarding quantity of water billed, arrears or rate at which the bill is prepared by Executive Engineer, the BWUE shall first pay the complete amount of the bill and then claim for refund of any excess bill charged, giving the reasons/justification of wrong billing. After that BWUE shall approach to the Primary Disputes Resolution officers (PDRO) of the respective River Basin as per GR dt. 25.08 2009 for correction in the bill with reason/justification. Further, if BWUE is aggrieved by the decision of the PDRO, it can file an appeal to Maharashtra Water Resources Regulatory Authority (MWRRA), Mumbai within 60 days from the decision of the PDRO by payment of applicable fees. The decision given by the MWRRA, Mumbai on such appeal shall be final, conclusive and binding to both the parties.
7. If after the expiry of period mentioned in clause A1(i) of this agreement, though the BWUE uses water less than 90% of the quantity of water specified in clause A (1)(i) then the BWUE shall pay to the BWSE water charges calculated for 90% of the quantity of water specified in clause A (1)(i).

  
**Executive Engineer**  
 Palghar Irrigation Division, Manor

8. For any unforeseen reasons, if the BWUE would like to reduce the demand of water entered in the agreement, they will be required to make a revised annual demand making an **application for the revised quota to the Executive Engineer, Palghar Irrigation Division, Manor at least 15 days before 30<sup>th</sup> September for that year**. On acceptance of such revised demand the BWUE will be charged as per changed demand for period specified, other conditions remaining same. A supplementary agreement on 500 Rs. Stamp paper for this changed quantity which will form part of main agreement which is to be done within the period of 30 days from the date of sanction of any such reduced quota. If BWUE fails to complete supplementary agreement within stipulated duration, water charges will be levied as per main agreement. 5% commitment charges will be charged for quantity of difference between sanctioned quantity and supplementary agreement.
9. In addition to the payment of water charges referred to above, the BWUE shall also pay to the BWSE local cess at the rate 20 paisa per every rupee of basic water charges.
10. For any unforeseen reasons (such as sudden closure of the units or sudden rise in production etc.) there could be abrupt fluctuations in the demand on the both sides. Such cases will be decided at Government level only, by giving due considerations to the availability of water in the particular sub- basin and so on.
11. Monthly bills for the period from NOVEMBER to AUGUST (10 months) shall be prepared on the basis of actual quantity of water lifted at the prevailing rates including transmission losses as per type of actual usage. The bill for the months of SEPTEMBER and OCTOBER (11<sup>th</sup> & 12<sup>th</sup> month) shall be prepared by taking review of annual sanctioned demand and the terms and conditions of the agreement and then shall be adjusted and paid accordingly. While adjusting so it shall be considered that the 90% of the annual sanctioned demand has been lifted/ used.
12. Government/ MWRRA hereby reserves to itself the right to revise from time to time the water rates and local fund cess and BWUE shall pay the revised water rates and local fund cess as may be fixed by Government/ MWRRA from time to time.
13. **“Polluter pays” principle** - The USER shall not discharge the effluent in any Nalla or River and shall not pollute directly or indirectly any portion of the dam even by septic tank effluents. Users shall treat sewage to the desired standard specified by Maharashtra Pollution Control Board (MPCB) before its release into a natural water course or an irrigation canal. If effluent Treatment Plant (ETPs) is not installed by user based upon their water allocation or ETPs are not working to its full capacity, User is liable to pay penal charges 2 times applicable rate for the sanctioned quota or actual water use including transmission losses whichever is higher.
14. Water used without valid agreement will be charged at 2 times the applicable rate as per order of MWRRA order DATED 29<sup>th</sup> of March, 2022 and subsequent revisions.

  
**Executive Engineer**  
**Palghar Irrigation Division, Manor**

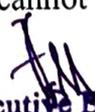
(ii) **Effluent Disposal:**

1. The effluent disposal arrangement made by the BWUE shall be got approved by the BWUE from the Maharashtra Pollution Control Board/ Environmental Department of Government of Maharashtra prior to commencing the operation of pumping/ drawing water from the source and the same should be verified by Executive Engineer, Water Resources Department. This effluent disposal arrangement is open for inspection to any officer of WRD at all the times.
2. Further, BWUE shall not exceed the effluent discharge norms stipulated by MoEF/ MPCB/ CPCB whichever is stringent. The industries using recycled water and reducing their freshwater demand shall be given incentives, as per MWRRA order dated 29.03.2022 or its subsequent amendment/ revision. However, BWUE using water beyond the entitlement shall be charged at penal rates, as may be indicated in tariff order.
3. The BWUE shall not discharge the effluent in any river/ nalla and shall not pollute directly or indirectly any portion of the said river/ nalla even by septic tank effluents. If any river/ nalla polluted by BWUE is identified by any BWSE entity then the BWUE shall be charged as per penal rates prescribed in para C(i)13.
4. The BWUE shall Submit the valid effluent verification report by MPCB indicating, effluent meeting the stipulated standards, from time to time. On failure of doing so, the BWUE will be charged as per clause C (i) 13.
5. If any complaint/ information regarding pollution of river/source is received to Water Resources Department of Government, Executive Engineer, the Party II shall inform this complaint/ information to MPCB and the BWUE. If the BWUE fails to submit a valid verification report approved by Maharashtra Pollution Control Board (MPCB) indicating that the effluents are meeting stipulated standards, then the Executive Engineer, Palghar Irrigation Division, Manor will charge the water to such polluting industries at penal rate as above, retrospectively, from the date of complaint/information received immediately. Further, Department reserves the rights to totally stop the water supply of the polluting industry if no remedial measures are taken by the BWUE for effluent disposal and if BWUE fails to submit the verification report of MPCB, indicating that effluent is meeting the stipulated standards, within the period of 60 days of date of issued notice, then the water supply to the BWUE shall be stopped by BWSE. The water supply so stopped shall be renewed only after receiving NOC of MPCB and after payment of all arrears of water charges including penal charges as per section C. (i)
6. If any BWUE reduces its requirement by recycling (reducing its net demand of water up to minimum 75% or less than that), it shall be charged at 75% of applicable rate, provided, officers of Water Resources Department not below rank of Executive Engineer have confirmed and certified the reduction made in water use by recycling.

  
**Executive Engineer**  
 Palghar Irrigation Division, Manor

**(iii) General Conditions :**

1. The BWUE shall at all the time allow any officer of Water Resources Department (WRD) of the BWSE to enter and inspect the BWUE/factory/work, to assess the actual water use for production of their products or for the purpose of water use specified in the Water Reservation Order, as well as to verify accounts and copies taken for entries from the records maintained by the BWUE to assess exact quantity used by the BWUE. In case BWUE denies access for inspection or denies giving any details of water use, Executive Engineer on behalf of the BWSE reserves the right to stop the water supply partially or totally after giving a notice of 15 days to the BWUE. BWSE (WRD) will not be responsible for any loss due to stoppage of water.
2. Under the provisions of Section 11(q) of the MWRRA Act 2005, the Authority makes it mandatory for the BWUE to get the water audit done from Chief Auditor, Water and Irrigation, Maharashtra State, Aurangabad. And the BWUE is binding to pay water charges as per any revisions in billing (Already done/ paid/ unpaid) as per instructions of Superintending Engineer, Thane Irrigation Circle, Thane or as finalized by Chief Auditor, Water and Irrigation, Maharashtra State, Aurangabad.
3. **Any notice or other document to be given to or served upon the BWUE may be given or served on behalf of the BWSE by the Executive Engineer, Palghar Irrigation Division, Manor and any such notice or document shall be deemed to have been duly given to or served upon the BWUE or sent by registered post/e-mail to the BWUE if it is delivered at the registered office/ registered e-mail of the BWUE or sent by registered post to the registered address for the time being of the BWUE.**
4. (i) If BWUE desires to renew this agreement, BWUE shall apply to the Executive Engineer, Water Resources Department of Government before 90 days of expiry of this agreement.  
(ii) On expiry of the terms of this agreement BWSE may renew this agreement within 90 days, for such further period and on such terms and conditions, as BWSE may at its absolute discretion deem fit.
5. The costs incurred in the execution of the incidental charges for this agreement including storage shall be borne by the BWUE.
6. Requests of additional quota over and above sanctioned quota for their expansion will be considered on merit basis. The industries using water efficient technologies, treating effluent to required standards, practicing water harvesting and groundwater recharge in its premises or as CSR activities may be given priority. However, in water deficit sub-basin, additional quota for expansion of water intensive industry cannot be given.

  
**Executive Engineer**  
Palghar Irrigation Division, Manor

7. This agreement supersedes all the previous agreements (Except certain cases where MIDC has paid the Capital Contribution and entered into an agreement) entered into by the BWUE with the BWSE in connection with the supply of water from the said river/ source.
8. The BWUE will have to make an arrangement at its own cost for adequate storage (Balancing tank) of not less than four months requirement of water in case of perennial canal, five months requirement in case of 8 monthly canal system, four months requirement in case of water source from seasonal river/nalla and one month water requirement in case of perennial water source of river/nalla so as to take care of the closure period. But if unexpectedly the closure period is increased by more than the specified period stipulated herein the BWUE will have to make an alternative arrangement for this water requirement at its own cost.
9. The BWUE should submit their water indent for every rotation to the Executive Engineer on or before starting of the rotation where the source is located on canal. The BWUE should also furnish the exact quantity of water actually drawn in each rotation after completion of the rotation.
10. If the BWUE commits breach of any of the terms and conditions thereof BWSE shall be entitled to cancel this permission and discontinue the supply of water without payment of any compensation whatsoever to the BWUE.
11. The BWSE hereby reserves to itself its right to change/ amend/ modify/ cancel/ revise any of the terms and conditions, rules and regulations of water management and Maharashtra Irrigation Act and MWRRA Act and rules laid under them which shall be applicable to this agreement.
12. Maharashtra Water Resources Regulatory Authority Act 2005 has empowered the Authority to determine the criteria for the distribution of entitlements by the River Basin Agencies on prescribed terms and conditions and also to establish water tariff system. As per the said Act, the entitlement and tariff system are subject to review at intervals of not less than three years. During the agreement period, changes in entitlement and/or prescribed terms and conditions and/or tariff system made by MWRRA shall be binding on both parties.

  
**Executive Engineer**  
Palghar Irrigation Division, Manor

13. If at the time of renewal of Agreement, after completing 6(Six) years from the date mentioned in clause A1(i) here in above, the BWUE is willing to pay previous arrears, local cess and water charges with standard rates, then the Agreement can be renewed for further 6 (Six) years on the condition that the BWUE makes immediate payment of basic water charges, local cess, previous arrears on basic water charges with standard rate. The BWUE shall, within a time period of further 6 months, pay the remaining amounts such as penalty, delay charges etc. as per prevailing rules. If BWUE fails to pay these remaining amounts within prescribed time limit of 6 months, then the agreement stands invalid and penal rates as per prevailing rules will be applicable. If the BWUE is not willing to pay previous arrears, local cess and water charges with standard rates then also the agreement shall be renewed with the penal charges at 1.25 times applicable rates at that time.
14. In case of Local bodies such as Zilla Parishad or Nagar Panchayat having pending arrears, on the submission of assurance letter on Rs. 100 stamp paper regarding payment of all arrears within stipulated time extension approved by Superintending Engineer Thane Irrigation Circle Thane the agreement can be extended up to the time period approved by Superintending Engineer. If the local body fails to pay the arrears within extended time then the penal rates as per C(i)14 will be made applicable.
15. All the terms and conditions laid down in the following orders, resolutions and memorandum are binding on the Agency.
- a) Government of Maharashtra's Maharashtra Water Resources Regulatory Authority (MWRRA's Order) Dated 29/03/2022 and subsequent revisions.
  - b) Government of Maharashtra's Maharashtra Water Resources Regulatory Authority (MWRRA's Order) Order No.9/2017 & Letter No. 9/2017 & Letter No. MWRRA/2017/Map and/Authority/411 Dt. 22/9/2017
  - c) Government letter no. Miscellaneous/1095/M-3/(635/95)MP(1)dated 07/11/1996

  
**Executive Engineer**  
Palghar Irrigation Division, Manor

16. The installation of Ultrasonic measuring device is mandatory before starting the lifting the water.

IN WITNESS WHERE OF THE Common seal of the  
**The Vasai-Virar City Municipal Corporation, Virar**

has been here into affixed AND the **Executive Engineer, Palghar Irrigation Division** Manor has for and on behalf of The Governor of Maharashtra here to set his hand and affixed the seal of his office the day and year first herein above written.

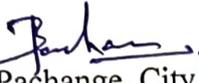
THE COMMON SEAL OF BWUE  
Was pursuant to a resolution  
Of the Board of Directors of the BWUE dated the \_\_\_\_\_  
Hereto affixed in the presence of

(Sandeep Bhunekar)  
Deputy Commissioner

Vasai-Virar City Municipal Corporation, Virar

  
1. Shri. Surendra Thakare, Executive Engineer  
Vasai-Virar City Municipal Corporation



  
2. Shri Pradeep Pachange, City Engineer  
Vasai-Virar City Municipal Corporation



SIGNED SEALED AND DELIVERED by the Executive Engineer Palghar Irrigation Division, Manor, Water Resources Department (GoM) for and on behalf of the Governor of Maharashtra in the presence of-

1. Er. P. K. Patil, Deputy Executive Engineer

2. Er. P. S. Bhusare, Jr. Engineer



  
(Y. B. Patil)  
Executive Engineer,  
Palghar irrigation Division, Manor

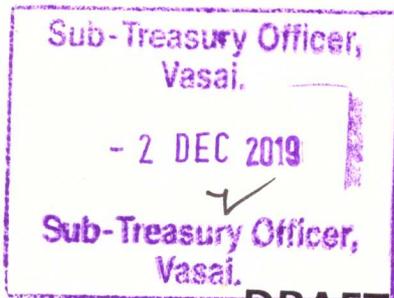


महाराष्ट्र MAHARASHTRA

● 2019 ●

AS 430062

- 3 DEC 2019



2-12-19

### DRAFT AGREEMENT (for Domestic Water Supply)

An agreement made on 01 day of April Two thousand Nineteen between The Vasai-Virar City Municipal Corporation, Virar, a local Self Government body (Which expression herein after referred to as the Municipal Corporation and shall, unless excluded by or it be repugnant to the context or meaning thereof be deemed to include its successors and assigns) having its registered Office at Virar, hereinafter referred to as "Vasai-Virar City Municipal Corporation" of the one part and the Governor of Maharashtra here in after referred to as "The Government" (which expression shall unless excluded by or it be repugnant to the context or meaning thereof be deemed to include his successors and assigns) of the other part.

And whereas the Vasai-Virar City Municipal Corporation has applied to the Government for permission to draw temporarily 100 MLD of water per year from the said source i.e. Dhamani Dam of Surya Project until starting of utilisation of water by MMRDA through pumping station at Maswan Village, Tal. & Dist. Palghar from Surya river.

Executive Engineer  
Palghar Irrigation Division, Manor

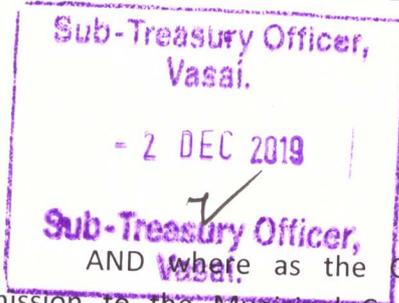


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2019

AS 430063

- 3 DEC 2019



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AND where as the Government has agreed to grant the aforesaid permission to the Municipal Corporation on terms and conditions as per Chief Engineer, Water Resources Department, Konkan Region, Mumbai, Marathi Letter जा.क्र.2013/तां-3(3)/धा.क्र.एस-9/4018 दि.21/05/2013 on the terms and conditions hereinafter appearing.

AND WHEREAS UNDER the said terms and conditions the Municipal Corporation has to deposit with the Executive Engineer, Palghar Irrigation Division, Manor to the Government a sum of Rs 51,16,099/- (Rs. Fifty one Lakhs sixteen thousand ninety nine only) as "security equivalent to 2 months Municipal Corporation probable annual water charges" based on yearly sanctioned and as communicated in cash or in the form of fixed deposit receipt or a bank Guarantee issued by a scheduled / nationalized bank having its main / branch office situated locally for the due observance and performance by the Municipal Corporation of the terms and conditions of this Agreement AND WHEREAS the Municipal Corporation has accordingly prior to the execution of these presents deposited with the Government Rs 51,16,099/- (Rs. Fifty one Lakhs sixteen thousand ninety nine only) as security for the due observance and performance by the Municipal Corporation of the terms and conditions herein contained; AND WHEREAS it has been agreed that the said amount will not carry any interest if deposited in cash.

शहर अभियंता  
वसई विरार शहर महानगरपालिका

Executive Engineer  
Palghar Irrigation Division, Manor

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**Definitions:-**

**Quota:-** Quota means demand standard and communicated to the Municipal Corporation by the Executive Engineer.

**Corporation:-** Corporation means the River Basin corporations like Maharashtra Krishna Valley Development Corporation (MKVDC), Godavari Marathvada Irrigation Development Corporation (GMIDC), Tapi Irrigation Development Corporation (TIDC), Konkan Irrigation Development Corporation (KIDC) & Vidarbha Irrigation Development Corporation (VIDC), Municipal Corporation, Municipalities etc.

**MIDC:-** MIDC means Maharashtra Commercial Development Corporation.

**MJP :-** MJP means Maharashtra Jeevan Pradhikaran.

**MMRDA:-** MMRDA means Mumbai Metropolitan Region Development Corporation.

**USER:-** User means water using agency like individual companies users/ Industries/ MIDC/ MJP/ Local bodies./MMRDA/Entrepreneur/Municipalities.

**Yearly Applicable Demand :-** Yearly applicable Demand means the water demand communicated by the USER for the period from 1<sup>st</sup> July to 30<sup>th</sup> June to the Executive Engineer & standard by Water Resources Department every year in the month of June along with its bifurcation for commercial, domestic and agricultural use.

**NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:**

- 1 (a) In consideration of the Municipal Corporation making payment to the Government as hereinafter specified and observing and performing the convenience and conditions herein contained Government do here by grant to the Municipal Corporation permission to draw 36.50 M cum of water per year from the said source. Out of this total quantity, 98.5% of water will be used as domestic water supply and 1.5% of water will be used for industrial/commercial water supply for a term of 6 Years commencing from the 1<sup>st</sup> day of April 2019 on the following terms and conditions

**The quantity assigned for domestic and commercial use as below.**

Sr. No.	Description /Use	Quantity	Domestic 98.5%	Commercial 1.5%
1	Vasai Virar Municipal Corporation	36.50Mm3	35.95 Mm3	0.55 Mm3

(b) The quota assigned for domestic use shall be as per the quota assigned for domestic use should be as per norms of drinking water use as decided by Maharashtra Water Resources Department vide order dated 22/9/2017 the application per capita norms shall be as under.

Sr. No.	Category	Norm (lpcd)
1	Rural Water Supply Scheme	55
2	Peri-urban Area	70
3	Municipal Councils	
	3a) C - Class	70
	3b) B - Class	100
	3c) A - Class	---

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The utilization of water shall not exceed 15 % of quantity permissible as per above norms. In the cases wherein the water used for Domestic use exceeds 115% and up to 140%, rate shall be applied 1.5 times of Standard rate and if use of water exceeds beyond 140%, Rate shall be applied 2.0 times of Standard rate.

2. The permission hereby granted shall be subject to the provisions of the Maharashtra Irrigation Act, 1976 and Bombay Canal Rules 1934 and subsequent revision, if any, in force and any executive orders issued in this behalf of Government and any statutory amendment thereof from time to time and for the time being in force and also MWRRRA order No. 1/18 dt.11.01.2018 (Govt.GR No.misc-2014/(43/2014)/IM(policy ) / dt. 27.02.2018.)

3. Nothing here in contained shall be deemed to imply any guarantee on the part of the Government as to the availability or otherwise of any specific quantity of water and Government shall not be responsible for the non - supply or inadequate supply of water on any account whatsoever.

However in case of inadequate or non - supply **due to shortage of water or reason beyond the control of the Department**, bill shall be charged as per actual quantity of water lifted during such period.

4. The Corporation shall use the water drawn from "the said source" for the purposes of the Corporation's said Plant and for supply to the Domestic/Commercial purpose. The Corporation shall not sell the water from the said river to any unauthorised person, firm or Corporation, corporation or other body. In the event of the Corporation selling water drawn from the "the said source", then the government without prejudice to its right will forthwith revoke the permission . Government shall be entitled to recover from the Corporation the proceeds of any such sale made by the Corporation.

5. Government shall be entitled to utilize water of "the said source" available after meeting the reasonable requirements of the Corporation as to which matter the decision of the Government shall be final and binding on the Corporation, for such purpose as Government deems fit.

6. The permission hereby granted shall not in any manner prejudicially affects the existing water rights vested in the upstream riparian owners; nor shall it in any way. prejudice Government's rights to here after launch or implement in public interest any new scheme or schemes on its own, on or in connection with the present source of channel of water supply available to the Corporation, Subject however to the safeguarding of its reasonable demand referred to In clause (5) above.

7. The Corporation shall not construct the pick-up weir in Surya river bed of the said river unless the proposals, plans, drawings, specifications, estimates and all other details thereof are previously submitted to and approved in writing by an office authorised in that behalf by the Government and while granting its approval to the construction of the Pick-up weir Government



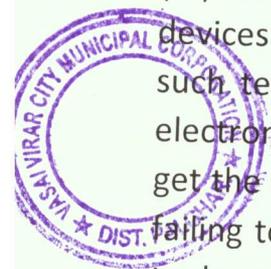
8. (a) For ascertaining the quantity of water drawn by the Corporation, the Corporation shall forthwith at its own cost and after obtaining prior approval in writing thereto of the Executive Engineer, install independent pipelines fitted with separate electronic water measuring devices for use of water for the said independent intention (herein after referred to as "the said electronic measuring devices") at such places as is indicated by Executive Engineer. All the pipeline layout showing locations of the metering equipment's from the said source for different purposes shall be got jointly verified and got approved from Executive Engineer, Water Resources Department. Layout from the said source should be got approved from the Executive Engineer. No changes in the approved layout shall be made without the prior written approval from the Executive Engineer. In the event of the Corporation falling it to install and keep in proper working order "the said electronic measuring devices" for use of water for the said plant and supply to the said Domestic/Commercial use as aforesaid the Corporation shall be liable to pay for the full standard water quota as mentioned in clause 8 (d) i and ii. During such period 1.5 times of the proportionate standard rate will be charged at the prevailing rate for the said plant for Domestic purpose. The said electronic measuring devices shall always be kept under the lock and seal of the Executive Engineer and key of such lock shall at all times remain with the Executive Engineer. The Corporation shall at all times, during the substance of this agreement as its own cost maintain the said electronic measuring devices in proper working order and condition.

(b) Reading for the water so drawn by Corporation will be taken on the said electronic measuring device, on the 1<sup>st</sup> Day of each month/ or at agreed times, jointly by authorised representatives of the Executive Engineer and of the Corporation.

(C) If any time in the opinion of the Executive Engineer the said electronic measuring devices are found defective, the same shall be tested for its accuracy and the cost of such testing shall be born and paid by the Corporation. If on such testing the said electronic measuring devices are found to be defective the Corporation shall forthwith get the same repaired and set right at its own cost and in the event of the Corporation failing to do so within 30 (Thirty) days thereafter the Executive Engineer may proceed to do so on account and at the cost of the Corporation.

(d) In the event of the said electronic measuring devices going out of orders and becoming defective the quantity of water drawn by the Corporation during the period when the meter was defective and not working shall be ascertained in the following manner.

- i. If the said electronic measuring devices remain out of order for period of less than 30 days then the quantity of water deemed to be drawn by the USER during said period shall be taken to be 90% of the yearly standard demand as communicated in clause No.1 or average for the last six months whichever is higher and rate should be applied 1.50 times of the Standard rate for domestic purpose.
- ii. If the said electronic measuring devices remain out of order for period exceeding



This will be made applicable for the period during which the measuring devices remained out of order. The aforesaid provisions will also apply when the quantity of water drawn by the Corporation cannot be measured on account of removal of

- iii. the said electronic measuring devices for repairs or the same in the opinion of the Executive Engineer that the said devices is not working properly.
- iv. If electronic meter meant for domestic or for agricultural use is not fitted or remains out of order or is removed, the water charges will be levied as per the rates specified for the industrial use for the total quota as referred to in clause 1(a) of this agreement

9. Billing should be done on bi-monthly basis. The Bill for the water drawn by the Corporation during the previous calendar months shall be sent in duplicate/ triplicate by the Executive Engineer to the office of the Corporation within 15 days after the end of the water consumption months.

The Corporation shall thereafter duly pay the same by a demand draft drawn in the name of the **Executive Engineer, Palghar Irrigation Division, Manor** for and on behalf of the Government within fortnight from the date of receipt of the bill and shall not allow the same fall in arrears. If the Corporation fails to pay the amount within this stipulated time (15 days from the date of receipt of the bill i.e. before the end of current month) extra charge not exceeding **10 % Per annum** of the amount due will be charged. If the delay in payment of water charges exceeds six months, the Water Resources Department reserves the right to terminate water supply with notice of 15 days in advance.

10. The cost of all works in connection, with the arrangements for water supply including the cost of measuring devices and its installation and maintenance shall be borne by the Municipal Corporation.

11. Subject to the provisions of clause (8) hereof the Corporation shall pay to the Government at the time and in the manner specific in clause (12) hereof water charges for the quantity of water drawn by the Corporation from "the said source" as measured by the said electronic measuring devices at the following rates.

Use Category	Rates Per Cum	Increase in rates
Domestic Use	Rs 0.50/Cum	1) The rates will be increased by 10% on standard rates From 1st July 2018 and up to 30th June 2019. 2) The rates will be increased by 20% on standard rates From 1st July 2019 and up to 30th June 2020.
Commercial & Horticulture	Rs 9.60/Cum	As Above
References (Subject to its Revision)	महाराष्ट्रशासनजलसंपदाविभागशासननिर्णयक्र. संकिर्ण -2014/(43/14)/ सिं व्य धोरणदि २७	-----



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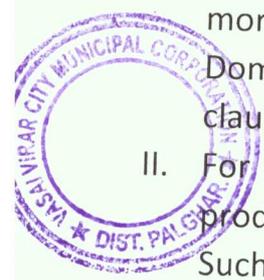
The water lifted by the USER during rainy season from the river where Water Resources Department has not released the water, concessional rate as decided by Water Resources Department shall be charged. The water charges for the year in all seasons are as above.

Provided however that after the expiry of two years from the date the Municipal Corporation starts drawing water from the said river if in any month the quantity of water drawn by the Municipal Corporation is less than 90 percent of the quantity of water specified in clause (1) hereof then the Municipal Corporation shall pay to the Government water charges calculated for 90 per cent of the quantity of water specified in clause (1) hereof or for average of the quantity of water drawn by the Municipal Corporation during the period of previous three months including the month in question whichever is greater.

For any unforeseen reason, If the Corporation /agency would like to reduce/increase the demand of water made earlier/ entered in the agreement, they will be required to make the revised annual demand before the commencement of the year, i.e. **1<sup>st</sup> day of July**. On acceptance of such revised demand the Corporation will be charged as per changed demand for specified, other condition remaining same. A supplementary agreement on hundred rupees stamp paper for this changed quantity which will form part of main agreement

- I. No penal rate will be levied for the Corporation Limited to 15% in excess of the standard one. For quantity used in excess of this 15% and up to 140% without prior standard a penal rate of 1.5 times will charged over basic rate and quantity excess more than 140% a penal rate of two times will be charged over standard rate for Domestic use. The delay in payment on account of this also will be governed by clause No.(9) above.
- II. For any unforeseen reason (such as sudden closure of the units or sudden rise in production etc.), there could be abrupt fluctuations in the demand of both sides. Such cases will be decided at Government level only, by giving due consideration to the availability of water in the particular sub-basin and so on.
- III. In addition to the payment of water charges referred to above Corporation shall also pay to the Government local fund cess at the rate of 20 paisa per every rupee of basic water charges or subjects to its revision.
- IV. Water Bills- The bi-monthly bills for the period **from July to April** ( for 10 months) shall be prepared on the basis of actual quantity of water lifted at the prevailing rate. The bill for the months of **May & June (5<sup>th</sup> & 6<sup>th</sup> month)** shall be prepared by taking review of annual standard demand and the terms and conditions of the agreement and then shall be adjusted and paid accordingly. While adjusting so it shall be considered that the 90% of the annual standard demand has been lifted/used.

The water Lifted in excess up to 15% of standard demand shall be charged at the rate of 1.5 times over basic rate and quantity excess more than 140% a penal rate of two times will be charged over standard rate for Domestic use.



12 (a) The Corporation shall pay to the Executive Engineer, Palghar Irrigation Division, Manor, Water rates and local fund cess either in advance every bi-monthly on the basis of anticipated quantum of water to be drawn by it from the said source during the months or on monthly basis within fifteen (15) days from the date of receipt of the bi-monthly demands by the USER from the Executive Engineer. On default of the USER to pay the water rate or local fund cess as aforesaid vide clause 9 and 11, Government shall without prejudice to its any other rights and remedies be entitled to terminate this agreement forthwith as per clause No.9.

(b) In the case of disputes regarding quantity of water billed or rate at which the bill is prepared the Corporation /firm/individual water user shall first pay the complete amount of the bill and then claim for refund of any excess bill charged giving the reasons/ justification of wrong billing. However the decision of Superintending Engineer, Water Resources Department in this regards shall be final and binding on the Corporation .

13. Government hereby reserves to itself the right to revise from time to time the water rates and local fund cess and Corporation shall pay the revised water rates and local fund cess as may be fixed by Government from time to time.

14. The USER shall not discharge the effluent in any nalla or river and shall not pollute directly or indirectly any portion of the said nalla/river even by septic tank effluents. If any water sources are polluted by any industry as identified by Water Resources Department/Pollution control Board/ MIDC/MJP/MMRDA. The Municipal Corporation shall be charges with a penalty of rupees 5,000/- per such incident per day till it is rectified. The opinion of Maharashtra Pollution Control Board. In respect of degree of pollution will be binding on the Corporation.

The Corporation shall recycle the effluent water for their use such as gardening recreation, cooling, cleaning, washing and manufacturing process etc. on that at least 50% reduction in consumption of fresh water is achieved.

15. The effluent disposal arrangement made by the Municipal Corporation / industry shall be got approved by the Corporation from the Maharashtra Pollution Control Board/Environment Department of the Government prior to commencing the operation of pumping/ drawing water from the source.

16. The Corporation shall at all the times allow an officer of the Water Resources Department of the Government authorised in that behalf to inspect the said works as well as the accounts and copies taken of entries from the record maintained by the Corporation.

17. Any notice or other document to be given to or served upon the Corporation may be given or served on behalf of the Government by the Executive Engineer, Palghar irrigation Division, Manor and any such notice or document shall be deemed to have been duly given to or served upon the Corporation or sent by



18. The sum of Rs. 51,16,099/-(Rs. Fifty one Lakhs sixteen thousand ninety nine only) deposited in the form of FDR/Bank guarantee/cash by the Corporation with the Executive Engineer, Palghar Irrigation Division to the Government as aforesaid shall be held by the Government as security for the due observance and performance by the Corporation of the covenants, terms and conditions herein contained. In case of default on the part of the Corporation to perform and observe any of the said covenants terms and conditions it shall be lawful for the Government in its absolute discretion to forfeit the whole of the security deposit or any part thereof without prejudice nevertheless to any rights and remedies which the Government may have against the Corporation under these presents for such breach and the Corporation under these presents for such breach and the Corporation shall forthwith pay up the amount so forfeited and shall always maintain the original amount of deposit throughout the period of this agreement. On the expiry of the terms of this agreement, the said security deposit of Rs. 51,16,099/-(Rs. Fifty one Lakhs sixteen thousand ninety nine only) or such part thereof as shall not have been appropriated as aforesaid shall be refunded to the Corporation.
19. All amounts due to the Government by the Corporation under this agreement shall be deemed to be arrears of land revenue and may without prejudice to any other rights and remedies of the Government be recovered from the Corporation as arrears of land revenue.
20. On the expiry of the term of this agreement, Government may renew this agreement within 90 days for such further period and on such terms and conditions as Government may at its absolute discretion deem fit.
21. The cost incurred in the execution of incidental charges for this agreement including stamp duty shall be borne and paid by Corporation.
22. Permission for extra water over and above the standard quota will be granted only when the written permission for expansion etc. produced by the Corporation .
23. The agreement supersedes all the previous agreements entered into by the USER with the Government in connection with supply of water from Masvan Bandhara, Tal-Dist.: Palghar on Surya River
24. The Corporation should submit their water indent for every rotation to the Executive Engineer, Palghar Irrigation Division, Manor
25. The Corporation will have to make an arrangement at its own cost for adequate storage (Balancing Tank) of not less than months requirement of water in case of perennial canal, five months requirement in case of 8 monthly canal system, four months requirement in case water source from seasonal river/ nalla and one month water requirement in case of perennial water source of river/nalla so as to take care of the closure period.



26. IF THE CORPORATION COMMITS A BREACH OF ANY OF THE TERMS AND CONDITIONS THEREOF GOVERNMENT SHALL BE ENTITLED TO CANCEL THIS PERMISSION AND DISCONTINUE THE SUPPLY OF WATER WITHOUT PAYMENT OF ANY COMPENSATION WHATSOEVER TO THE CORPORATION.
27. The Government hereby reserves to itself its right to change / amend/ modify/cancel/revise any of the terms; and conditions, rules and regulations of water management and Maharashtra Irrigation Act and rules laid under them which shall be applicable to this agreement.
28. The Government Resolution issued from time to time regarding non-irrigation use will be binding on the Corporation.

IN WITNESS WHEREOF THE Common seal of the **Hon. Commissioner Vasai-Virar Municipal Corporation** has been hereinto affixed and

**Er. R.B.Pawar, the Executive Engineer, Palghar Irrigation Division, Manor** has for and on behalf of the Governor of Maharashtra here to set his hand and affixed the seal of his office the day and year first herein above written.

THE COMMON SEAL OF

Office of the Commissioner  
Vasai-Virar City Municipal Corporation, Virar



was pursuant to a resolution

of the Competent Authority of

The municipal corporation

Date :

Here to affixed in the presence of-

- 1... Surendra E. Thakare 
2. Sunil D. Dhake 

(Two Gazetted Officers of the Municipal Corporation who in token thereof have hereto set their respective hands)

SIGNED, SEALED AND DELIVERED by the Executive Engineer,  
Palghar Irrigation Division, Manor for and on behalf of the Governor of  
Maharashtra in the presence of :-

THE COMMON SEAL OF  
Office of the, Executive Engineer,  
Palghar Irrigation Division, Manor  
was pursuant to a resolution  
of the Water Resources Department



  
(R.B.Pawar)  
**Executive Engineer**  
Palghar Irrigation Division, Manor