



महाराष्ट्र MAHARASHTRA

0 2020 0

BR 564389

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८००००९६
21 JUL 2020
सक्षम अधिकारी

श्री. दिलीप गवई

AGREEMENT FOR WATER SUPPLY
(For Non-Irrigation / Integrated Township Project)

THIS AGREEMENT is made on 27th Day of July 2020 at Kolad,
Raigad BETWEEN:

MR. PRAKASH BHIMRAO. BAVISKAR & Others, Indian Inhabitant, having
office at 410/411, Hilton Center, Plot No 66, Sector 11, CBD Belapur, Navi
Mumbai 400 614 hereinafter referred to as "Project Proponents" (which
expression shall, unless excluded by or it be repugnant to the context or meaning
there of be deemed to include his/their legal heirs, executors, administrators and
assignors) of the one part;

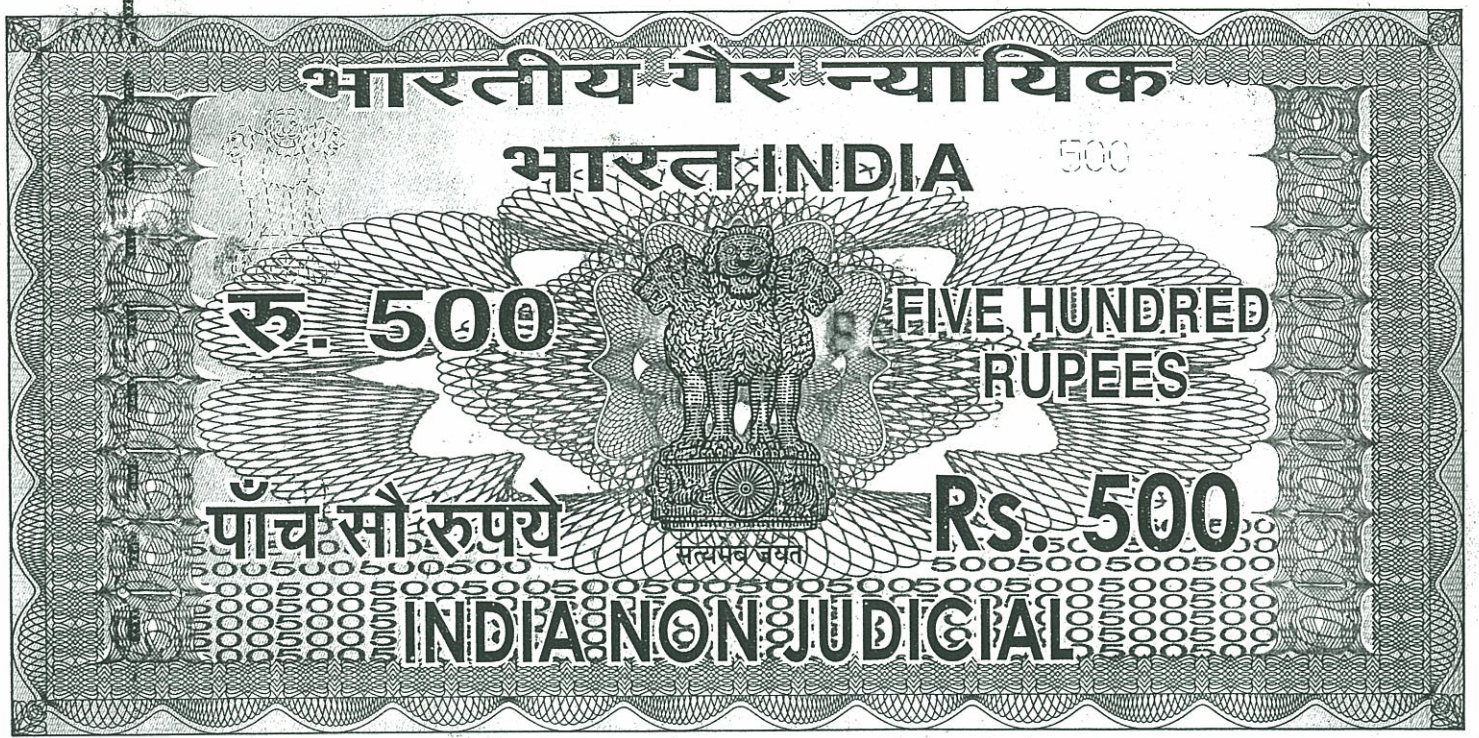


(Signature) मल्यभूत

कार्यकारी अभियंता
रायगड वाटबंधारे विभाग
कोलाड, ता. रोहा-रायगड

(Signature)

Excutive Engineer
Raigad Irrigation Division
Kolad, Tal. Roha-Raigad



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Raigad Irrigation Division
Kolad, Tal. Roha-Raigad

Agreement

जोडपत्र-२/Annexure-II

१. मुद्रांक २३ JUL 2020 क.....

२. दस्ताची

३. वस्त नोंदणी करणार आहेत का ?

४. मिळकतीचे थोडक्यात वर्णन-.....

५. मुद्रांक विकत घेणाऱ्याचे नांव व सही

६. हस्त अक्षर्यास त्यांचे नांव, पत्ता व सही

७. दुसऱ्या पक्षकाराचे नांव

८. मुद्रांक शुल्क रक्कम

९. परवानाधारक मुद्रांक विक्रेत्याची सही व परवाना क्रमांक

१०. खरेच मुद्रांक विक्रीचे ठिकाण / पत्ता

११. परवाना क्रमांक ८००००१६

१२. मुद्रांक विक्रेचे ठिकाण/पत्ता: बांद्रा नगर असोसिएशन

भावनर बिल्डींग, २रा भांडा, साँवर रोड, बांद्रा मेट्रोपोलिटन

मॅजिस्ट्रेट कोर्ट, ए. के. मार्ग, बांद्रा पूर्व, मुं. ४०००५५

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच

कारणासाठी मुद्रांक खरेदी केल्यापासून ६ महिन्यात बापराजे

संस्थेवरक आहे.



23 JUL 2020

Prakash B. Baviskar
Belapur 400614
Immigration Dept

Pabholkar
सा. रोशनी दामोदकर

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महाराष्ट्र सरकार

AND

THE GOVERNOR OF MAHARASHTRA (hereinafter 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 its successors and assigns) of the other part;

WHEREAS the **Project Proponents** is desirous of constructing a pumping station on the **Project Proponents'** land at **At Wangani Tarf Taloje, Tal – Panvel, Dist.- Raigad** for drawing water from the source **Morbe M I Scheme** (hereinafter referred to as "**the said source**") for the use of **Project Proponents'** Integrated Township Project At Wangani Tarf Taloje, Tal – Panvel, (hereinafter referred to as "**the said Project/ITP**") and laying underground and surface pipes and drains for discharge of the ITP Project.

AND WHEREAS the **Project Proponents** have applied to the Government for permission to draw **6.82 Million Litters of water per day** from the said source **AND** whereas the **Project Proponent** has paid Rs. Nil (Rupees Nil) to Government towards the proportional cost of capital outlay of the project.

AND WHEREAS the Government has agreed to grant the aforesaid permission to the **Project Proponents** on the terms and conditions as mentioned in **Govt. GR No. बिसिआ -२०१९/ (१५६/ १९) /सि.व्य.(बो.), दि. ०१.०८.२०१९.**

AND WHEREAS the **Project Proponents** have to deposit with the Executive Engineer Raigad Irrigation, Division Kolad, as security, an amount equivalent to two months **Project Proponent's** probable annual water charges based on yearly sanctioned and as communicated in cash or in the form of Demand Draft/Fix 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 **Project Proponents** of the terms and conditions of this Agreement

AND WHEREAS the **Project Proponents** have accordingly, prior to the execution of these presents, deposited with the Government a sum as security for the due observance and performance by the **Project Proponents** of the terms and conditions herein contained. **AND WHEREAS** it has been agreed that the said amount will not carry any interest..

Definitions :-

Quota: - Quota means daily demand sanctioned and communicated to **Mr. Prakash Bhimrao Baviskar & Others, At Wangani Tarf Taloje, Tal – Panvel, Dist. - Raigad,** by the Executive Engineer.

Corporation:- Corporation means the River basin corporations like Maharashtra Krishna Valley Development Corporation (MKVDC), Godavari

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Marathawada Irrigation Development Corporation (GMIDC), Tapi Irrigation Development Corporation (TIDC), Konkan Irrigation Development Corporation (KIDC). & Vidharbha Irrigation Development Corporation (VIDC), Municipal corporations, Municipalities etc.

MIDC :- MIDC means Maharashtra Industrial Development Corporation.

MJP:- MJP means Maharashtra Jeevan Pradhikaran.

Yearly applicable demand:- Yearly applicable demand means the water demand communicated by the USER for the period from 18th November 2019 to 31st May 2020 to the Executive Engineer & sanctioned by Irrigation Department every year in the month of June along with its bifurcation for Industrial domestic and agricultural use.

USER: – USER means water using agency like individual company, Industrial Entrepreneurs.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1)(a) In consideration of the **Project Proponents** making payment to the Government as hereinafter specified and observing and performing the convenience and conditions herein contained, the Government do hereby grant to the **Project Proponents** permission to draw following quota of water for the specified purpose **Vide Govt. GR No बिसिआ –२०१९/(१५६/१९)/सि.व्य.(धो.)**, दि. ०१.०८.२०१९ & As per the Mr. Prakash Baviskar's Letter dated 16.11.2019.

Sr. No.	Description/Use	Quantity (Million Liters Per Day)
1.	Total sanctioned quota	6.82 MLD
1.1	For industry Using potable water bottling plant	-----
1.2	For other than water as raw material industrial use	-----
1.3	For domestic use	6.82 MLD/Day
	18/11/2019 to 30/06/2020	0.341 MLD/Day
	01/07/2020 to 30/06/2021	1.023 MLD /Day
	01/07/2021 to 30/06/2022	2.387 MLD/ Day
	01/07/2022 to 30/06/2023	3.6146 MLD/ Day
	01/07/2023 to 30/06/2024	5.115 MLD/ Day
	01/07/2024 to 30/06/2025	6.82 MLD/ Day
1.4	For agricultural use(nursery/gardening) within the Companies premises.	-----

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and use the same for the purpose of the construction of the said Pproject and for supply to residential colonies in the said project and for agricultural use (nursery/gardening) for a term of **six years** commencing from the 18/11/2019 on the following terms and conditions:

- (b) The quota assigned for domestic use and for agricultural use shall not exceed 15% each of the individual water demand. In the cases wherein the water used for Domestic/Agricultural use exceeds 15% in each case the excess use shall be charged at industrial applicable rate specified in clause 11 of this agreement.
- (c) The industrial water requirement, the domestic water requirement and the agricultural (nursery/gardening) water requirement of the Project Proponent as demanded shall 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.
- 2) The permission hereby granted shall be subject to the provisions of the Maharashtra Irrigation Act 1976 and the Bombay Canal Rules 1934 and subsequent revisions, if any, in force and any executive orders issued in this behalf by the Government and any statutory amendment thereof from time to time and for the time being in force.
- 3) Nothing herein 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 the 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/supplied during such period.
- 4) The Project Proponent shall use the water drawn from the said **Morbe M I Scheme** for purposes of the said Project and for supply to the residential colonies constructed by the Project Proponent within the area of the said Project for providing housing to its employees and workers (hereinafter referred to as "the said residential Colonies."). The Project Proponent shall not sale the water from the said river/dam to any other person, firm or company, corporation or other body. In the event of the Project Proponent selling water drawn from the said river/dam, then the Government without prejudice to its right will forthwith revoke the license. The Government shall also be entitled to recover from the Project Proponent the proceeds of any such sale made by the Project Proponent.
- 5) The Government shall be entitled to utilize water of the said river/dam available after meeting the reasonable requirements of the Project Proponent as to which matter the decision of the Government shall be final and binding on the Company, for such purpose as the Government deems fit.

- 6) The permission hereby granted shall not in any manner prejudicially affect the existing water rights vested in the upstream riparian owners; nor shall it in any way, prejudice

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Government's right to hereafter launch or implement in public interest any new schemes or schemes on its own, on or in connection with the present source of channel of water supply available to the Project Proponent, subject however to the safe-guarding of its reasonable demand referred to in clause (5) above.

7) The Project Proponent shall not construct the pick-up weir in the **Morbe M I Scheme** ~~bed 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 Government and while granting its approval to the construction of the pick-up weir Government may impose such conditions as it may in its discretion think fit.

8)(a) For ascertaining the quantity of water drawn by the Project Proponent, the Project Proponent shall forthwith at its own cost and after obtaining prior approval in writing thereto of the Executive Engineer install for all uses mentioned in clause no. 1 of this agreement independent pipeline fitted with separate scada based electronics water measuring devices for use of water for the said independent intention (hereinafter referred to as "the said electronic measuring devices") at such places as is indicated by the Executive Engineer). All the pipeline layout showing locations of the metering equipment from the said source for different purposes shall be got jointly verified and got approved from the Executive Engineer, Irrigation Department. The Layout from the said source shall 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 Project Proponent failing to install the meter, during such period 125% of the proportionate sanctioned quantity will be charged at the prevailing rates for the said Project. Further in the event of the Project Proponent install the water meter but fails to keep the said electronic measuring devices for use of water for the said Project and supply to the said residential colonies as aforesaid, in proper working order, the Project Proponent shall be liable to pay for the full sanctioned water quota as mentioned in clause 8(d) I & II appearing hereinafter.

The said scada based electronic measuring devices shall always be kept under the lock and seal of the Executive Engineer and the key of such lock shall at all times remain with the Executive Engineer. The Project Proponent shall, at all times, during the subsistence of this agreement at its own cost maintain the said electronic measuring devices in proper working order and condition and a calibration certificate to be submitted every year.

(b) Readings for the water so drawn by the Project Proponent will be taken on the said electronic measuring devices, on the last day of each month or at agreed times, jointly by the Authorized representatives of the Executive Engineer and of the Project Proponent. Authorized representative of Executive Engineer shall not be stopped by the Project Proponent on the gate and shall not be checked for security propose and shall be allowed to inspect Project Proponent's premises at any time failing which the Project Proponent is liable for cancellation of quota allotted. Decision of Executive Engineer in such case will be binding on Project Proponent.

(c) If at any time in the opinion of the Executive Engineer the said electronic

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measuring devices are found defective, the same shall be tested for its accuracy and the cost of such testing shall be borne and paid by the Project Proponent. If on such testing the said electronic measuring devices are found to be defective, the Project Proponent shall forthwith get the same repaired and set right at its own cost and in the event of the Project Proponent 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 Project Proponent.

(d) In the event of the said electronic measuring devices going out of order and becoming defective the quantity of water drawn by the Project Proponent 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 a period of less than 30 days then the quantity of water deemed to be drawn by the USER during the said period shall be taken to be 90% of the sanctioned demand as communicated in clause No. 11 quantity or average for the last six months whichever is higher.

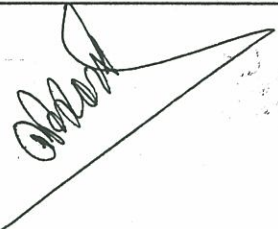
(ii) If the said electronic measuring devices remain out of order for a period exceeding 30 days then the quantity of water deemed to be drawn by the USER during the said period shall be taken to be 125% of the sanctioned demand as communicated in clause No.11 or average the last six months whichever is higher. 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 Project Proponent that cannot be measured on account of removal of the said electronic measuring devices for repairs or the same in the opinion of the Executive Engineer not working properly.

(iii) 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 monthly basis. The bill for the water drawn by the Project Proponent during the previous calendar month shall be sent in duplicate /triplicate by the Executive Engineer to the office of the Project Proponent within 15 days after the end of the water consumption month. The Project Proponent shall thereafter duly pay the same by a demand draft drawn in the name of the **Executive Engineer, Raigad Irrigation Division Kolad** for and on behalf of the Government within a fortnight from the date of receipt of the bill and shall not allow the same to fall in arrears. If the Project Proponent 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 the current month) extra charge as stipulated by Government of Maharashtra will be charged. If the delay in payment of

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water charges exceeds six months the Irrigation department reserves the right to terminate the water supply with a 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 Project Proponent.
- 11) Subject to the provisions of clause (8) hereof, the Project Proponent shall pay to the Government at the time and in the manner specified in clause (12) hereof water charges said electronic measuring devices at the following rates, namely:-

Rate in Rs. Per 10,000 Liters i.e. (1 unit)

Use	Sanctioned Quota	From 01.02.2018 Onwards
Industrial	----	The above rates are as per the Governor Resolution No.संकिर्ण / २०१४/(४३/१४)सि.व्य.(धोरण), dated 27 th Feb, 2018 & MWRRA's Order No 1/2018, Dt. 11.01.2018 Or any other rate notified by Government of Maharashtra.
Domestic	6.82 MLD/Day	
Horticulture	----	

The Water lifted by the user during rainy season from the river/dam where irrigation department has not released the water is chargeable as per the rates decided by Government of Maharashtra and no concession will be fought by user on such lifted water. User is fully aware of the category allotted to user by Executive Engineer for the purpose of drawing water from **Morbe M I Scheme** and no such claim or the dispute will be raised by the user. The decision of Executive Engineer will be binding on the user in this matter.

- i) If in any month the quantity of water drawn by the Project Proponent is less than 90 per cent of the quantity of water specified in clause (1) hereof then the Project Proponent shall pay to the Government water charges as per the Government of Maharashtra Notification.
- ii) For any unforeseen reasons, if the Project Proponent would like to reduce / increase the demand of water entered in the agreement they will be required to make the revised annual demand before the commencement of the water year i.e. 1st day of July. On acceptance of such revised demand the Project Proponent will be charged as per changed demand for the period specified, other conditions remaining same. A **supplementary agreement on Rs.100/- stamp paper** for this changed quantity which will form part of main agreement.
- iii) No penal rate will be levied for the quantity limited to 15% in excess of the sanctioned one. For quantity used in excess of this 15% without prior sanction a penal rate as per

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Government of Maharashtra Notification will be charged over the basic rate. The delay in payment on account of this also will be governed by clause 9 above.

- iv) 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 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.
- v) In addition to the payment of water charges referred to above the Project Proponent shall also pay to the Government local funds cess at the rate of 20 paisa per every rupee of basic water charges.

The water lifted in excess upto 15% of sanctioned demand shall charged at single rate and excess above 15% (without prior permission) will be charged at penal rate 1.50 time of the normal rate, as mentioned in the relevant clause, However the local cess shall be charged on single rate only.

- 12) (a) The Project Proponent shall pay to the Executive Engineer, water rates and local fund cess either in advance every month on the basis of anticipated quantum of water to be drawn by it from the said source during the next two month or on monthly basis within fifteen (15) days from the date of receipt of the monthly demand by the user from the Executive Engineer. On default, of the user to shall pay the water rate or local fund cess as aforesaid vide clause 9 and 11, the 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 Company/firm/individual water users shall first pay the complete amount of the bill and then claim for the refund of any excess bill charged giving the reasons / justification of wrong billing. However the decision of Superintending Engineer, Thane Irrigation Circle, and Thane in this regards shall be final and binding on the Project Proponent and no further claim in any just will be made by the user.

- 13) The Government hereby reserves to itself the right to revise from time to time the water rates and local fund cess and Project Proponent shall pay the revised water rates and local fund cess as may be fixed by Government from time to time and any clause entered in this agreement is subjected to change as per the notification by Government of Maharashtra.

- 14) The user shall not discharge the effluent in any nalla or river/dam and shall not pollute directly or indirectly any portion of the said nalla / river / dam even by septic tank effluents. If any water sources are polluted by any industry as identified by irrigation / pollution control board/MIDC/MJP the Project Proponent shall be charged with a penalty as per the Notification by Government of Maharashtra issues of prevalent times.

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The opinion of Maharashtra Pollution Control Board in respect of degree of pollution will be binding on the Project Proponent.

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

- 15) The effluent disposal arrangement made by the company/ industry shall be got approved by the Project Proponent from the Maharashtra Pollution Control Board/ Environmental Department of the Government prior to commencing the operation of pumping/drawing water from the source and shall submit the same to the Executive Engineer without which the user will not be allowed to draw the water.
- 16) The Project Proponent shall at all the times allow an officer of Irrigation Department of the Government authorized in that behalf to inspect the said works as well as the accounts and copies taken of entries from the records maintained by the Project Proponent & shall not be stopped or checked for any security reason at any time.
- 17) Any notice or other document to be given to or served upon the Project Proponent may be given or served on behalf of the Government by the Executive Engineer, Raigad Irrigation Division, Kolad and any notice or document shall be deemed to have been duly given to or served upon the Project Proponent or sent by registered post to the registered Project Proponent if it is delivered at the registered office of the Project Proponent or sent by registered post to the registered address for the time being of the Project Proponent.
- 18) The said amount deposited in the form of bank guarantee/FDR/Demand Draft by the Project Proponent with the Executive Engineer, Raigad Irrigation Division, Kolad to the Government as aforesaid shall be held by the Government as security deposit for the due observance and performance by the Project Proponent of the covenants, terms and conditions herein contained. In case of defaults on the part of the Project Proponent to perform and observe any of the said covenants terms and conditions it shall be lawful for the Government 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 Government may have against the Project Proponent under these presents for such breach and the Project Proponent 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 or such part thereof as shall not have been appropriated as aforesaid shall be refunded to the Project Proponent after the renewal of this agreement. The Project Proponent must submit the fresh Bank Guarantee / FDR/Demand Draft of any such amount required for renewal of this agreement first & then this security deposit will be refunded.
- 19) All amounts due to the Government by the Project Proponent 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 Project Proponent as arrears of land revenue.
- 20) On the expiry of the term of this agreement, the Government may renew this agreement within 90 days for such further period and on such terms and conditions, as the Government may at its absolute discretion deem fit.

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- 21) The costs incurred in the execution of the incidental charges for this agreement including stamp duty shall be borne and paid by Project Proponent.
- 22) Permission for extra water over and above the sanctioned quota will be granted only when the written permission for expansion etc. is produced by the Project Proponent from the Irrigation Department.
- 23) The agreement supersedes all the previous agreements entered into by the user with the Government in connection with the supply of water from **Morbe M I Scheme**.
- 24) The Project Proponent should submit their water indent for every rotation to the Executive Engineer, Raigad Irrigation, Division- Kolad on or before starting of the rotation. Where the source is located on canal, the Project Proponent should also furnish the exact quantity of water actually drawn in each rotation after completion of the rotation.
- 25) The Project Proponent will have to make an arrangement at its own cost for adequate storage (Balancing Tank) of not less than two 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/dam and one month water requirement in case of perennial water source of river/nalla/dam 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 Project Proponent will have to make an alternative arrangement for its water requirement at its own cost & irrigation department is not liable for any damages incurred to Project Proponent due to non-supply of water.
- 26) IF THE PROJECT PROPONENT 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 PROJECT PROPONENT UNILATERALLY.
- 27) The Govt. 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 for this agreement.

कार्यकारी अभियंता
रावळ पाटबंधारे विभाग
कोलाड, ता. रोहा-रावळ

Executive Engineer
Raigad Irrigation Division
Kolad, Tal. Reha-Raigad

IN WITNESS WHEREOF Mr. Prakash Bhimrao Baviskar set his hand AND the Executive Engineer, Raigad Irrigation Division, Kolad has for and on behalf of the Government of Maharashtra hereto set his hand and affixed the seal of this office the day and year first herein above written.

SIGNED, SEALED AND DELIVERED
BY AND WITHIN NAMED PROJECT PROPONENT

MR. PRAKASH BHIMRAO BAVISKAR

Prakash Baviskar
Prakash

SIGNED SEALED AND DELIVERED
by the Executive Engineer, Raigad Irrigation Division, Kolad for

and on behalf of the Government of Maharashtra

Excutive Engineer
Raigad Irrigation Division
Kolad, Tal. Roha-Raigad

In the presence of

1)

2)



True Copy / Self Attested

Prakash Bhimrao Baviskar
Project Proponent

INTEGRATED TOWNSHIP PROJECT,
Taloje-Wangani, Tal. Panvel, Dist. Raigad
NAINA-CIDCO Jurisdiction

सहायक निरीक्षक
नगरी विकास विभाग
रायगड-कोलाड, ताल. रोहा-रायगड