

बिगर सिंचन पाणी पुरवठ्यासाठी  
करारनाम्याचा सुधारीत नमूना व  
मार्गदर्शक तत्त्वे.

महाराष्ट्र शासन  
जलसंपदा विभाग

शासन निर्णय क्रमांक : बिसिआ-२०१९/(३६५/२०१९) सिं.व्य. (धो.)

मादाम कामा रोड, हुतात्मा राजगुरु चौक,

मंत्रालय, मुंबई-४०००३२.

दिनांक : २९ जुलै, २०२५

- संदर्भ:- (१) शासन परिपत्रक क्रमांक बिपापु १००१/(७१३/२००१) सिं. व्य. (धो.), दि.०७/०४/२००३  
(२) शासन परिपत्रक क्रमांक बिपापु १००१/(७१३/२००१) सिं.व्य. (धो.), दि.११/०६/२००३  
(३) शासन निर्णय क्र. मुलेप-२०१६/प्र.क्र.६५/१६/लाक्षेवि (आस्था), दि.१८/०५/२०१६  
(४) महाराष्ट्र जलसंपत्ती नियमन प्राधिकरण, मुंबई यांचे आदेश क्र. ०९/२०१७, दि.२२/०७/२०१७  
(५) शासन निर्णय क्रमांक : बिसिआ-२०१९/(३६५/२०१९) सिं.व्य. (धो.) दि.०१/११/२०२३

**प्रस्तावना :-**

उपरोक्त दिनांक ०७/४/२००३ व दिनांक ११/०६/२००३ च्या परिपत्रकान्वये महाराष्ट्र बिगर सिंचन पाणी पुरवठ्याच्या करारनाम्याचा सुधारीत नमूना व मार्गदर्शक सूचना विहित करण्यात आल्या होत्या. त्यानंतर महाराष्ट्र राज्यातील जलसंपत्तीचे विनियमन करण्याकरिता, तसेच जलसंपत्तीचे कुशल समन्याय व टिकाऊ व्यवस्थापन, वाटप व वापर सुकर करण्याकरिता व पाण्याचा दर निश्चित करण्याकरिता महाराष्ट्र जलसंपत्ती नियमन प्राधिकरण अधिनियम २००५ परित करण्यात आला. अधिनियमातील कलम ३(१) अन्वये अधिनियमातील तरतुदीच्या प्रयोजनार्थ दि.०४ मे, २००५ रोजी महाराष्ट्र जलसंपत्ती नियमन प्राधिकरण गठित करण्यात आले. अधिनियमातील कलम ११(घ) अन्वये सिंचन व्यवस्थापनाचा प्रशासकीय कार्यचालन व परिरक्षणाच्या संपूर्ण खर्चाची वसुली परावर्तीत होईल अशा तऱ्हेने पाण्याची दर (जलप्रशुल्क) निर्धारणाची पद्धत ठरविण्याचे आणि पाणीपट्टीचे निकष ठरविण्याचे अधिकार प्राधिकरणास प्रदान करण्यात आले. तसेच संदर्भित शासन निर्णय क्र.३ मधील परिच्छेद क्र.२.४ नुसार पाटबंधारे प्रकल्पातून बिगर सिंचनासाठी केला जाणारा पाणीपुरवठा इत्यादी बाबींचे लेखापरिक्षण करण्याची जबाबदारी मुख्य लेखापरिक्षक जल व सिंचन, महाराष्ट्र राज्य छत्रपती संभाजीनगर या कार्यालयास देण्यात आली आहे. सदर कार्यालयामार्फत शासनाच्या अधिनस्त महामंडळांतर्गत निवडक बिगर सिंचन ग्राहकांचे लेखा परिक्षण दरम्यान प्रचलित करारनाम्याच्या मसुदयामध्ये क्षेत्रीय स्तरावरून बदल करून करारनामा केल्याचे निदर्शनास आले आहे. तसेच म.ज.नि.प्रा. यांचे संदर्भ क्र.४ अन्वयेचे दि.२२/०७/२०१७ चे आदेश, दि.११/०१/२०१८ रोजीचे ठोक जलदर आदेश तसेच दि.२९/०३/२०२२ रोजीचे ठोक जलदर आदेशान्वये दिलेल्या सूचना व काही महत्वाच्या परिच्छेदांचा व

शासनाने गेल्या २० वर्षात शासन निर्णय /परिपत्रक द्वारे दिलेल्या आदेशांचा अंतर्भाव करारनामा मसुद्यात होणे आवश्यक असल्याने बिगर सिंचन पाणी पुरवठ्यासाठी करारनाम्याचा सुधारित शासन निर्णय दि. ०१/११/२०२३ निर्गमित आला होता.

सदर महाराष्ट्र जलसंपत्ती नियमन प्राधिकरण यांचे दि. ३१/०५/२०२४ रोजीच्या पत्रान्वये संदर्भ क्र. ५ शासन निर्णय चे पुर्नलोकन केले असता या करारनाम्याच्या करारातील काही कलमे दि. २९/०३/२०२२ च्या ठोक जल दर आदेशाशी सुसंगत नाहीत. तसेच यामधील संदिग्धता कमी करण्यासाठी काही तरतुदी ज्यांचा स्पष्टपणे उल्लेख करणे आवश्यक असून ते करारमध्ये समाविष्ट करण्याचे सुचवले आहे. तसेच प्राधिकरणाने प्रस्तावित मानक करारचा सविस्तर कायदेशीर अभ्यास करण्याची विनंती केली असून जेणेकरून ते सध्याच्या लागू कायदे, व संदर्भ क्र.५ च्या शासन निर्णय यामध्ये सुसंगत होण्याच्या अनुषंगाने आवश्यक दुरुस्त्या /सुधारणा करण्यास कळविले आहे. सद्यःस्थिती प्रचलित असेलेल्या करारनाम्यामध्ये काही कलमामध्ये संदिग्धता असलेने सदर मुद्याबाबत स्पष्ट बोध न झाल्या कारणाने क्षेत्रीय स्तरावर अडचणी निर्माण होत आहेत व काही ठिकाणी बिगर सिंचन ग्राहक या मुद्यावर न्यायालयात गेल्याने आकारणी व वसुलीमध्ये अडचणी निर्माण होवून महसूलामध्ये घट होत आहे.

उपरोक्त सर्व आवश्यक बाबींचा प्रचलित करारनाम्यामध्ये महसूल वाढीच्या दृष्टीने अंतर्भाव करून मुद्यांमध्ये सुसुत्रता आणून बिगर सिंचन पाणी पुरवठ्यासाठी करारनाम्याचा सुधारित नमूना व मार्गदर्शक तत्त्वे निर्गमित करण्याचे शासनाचे विचारधीन होते. त्यास अनुसरून संदर्भ क्र.५, शासन निर्णय या शासन निर्णयान्वये अधिक्रमित करून शासन पुढीलप्रमाणे निर्णय घेत आहे.

### शासन निर्णय:-

संदर्भ क्र.५, मधील शासन निर्णय अधिक्रमित करून बिगर सिंचन पाणी पुरवठ्यासाठी महाराष्ट्र औद्योगिक विकास महामंडळ/ महाराष्ट्र जीवन प्राधिकरण/ स्थानिक स्वराज्य संस्था, खाजगी संस्था/ खाजगी वसाहत/ नागरी वसाहत (Town Ship)/कारखाने /उद्योग इत्यादी यांचे करीता दुरुस्तीसह करारनाम्याचा सुधारित नमूना व मार्गदर्शक तत्त्वे ह्या शासन निर्णयाद्वारे निर्गमित करण्यात येत आहे.

सदर करारनामा करताना खालीलप्रमाणे स्टॅप ड्युटीसह करारनामा करावा. मात्र करारनामा नोंदणीची आवश्यकता नाही. तसेच स्टॅप ड्युटीचे दर महाराष्ट्र औद्योगिक विकास महामंडळ / महाराष्ट्र जीवन प्राधिकरण स्थानिक स्वराज्य संस्था यांचेशी करण्यात येणाऱ्या करारनाम्यासह लागू राहतील.

### अ) घरगुती वापरासाठी

वार्षिक पाणी वापर	स्टॅप ड्युटीचा दर
१) १० द.ल.घ.मी. पर्यंत	रु.१००/-
२) १० द.ल.घ.मी. ते ३० द.ल.घ.मी.	रु. ५००/-
३) ३० द.ल.घ.मी. हुन जास्त	रु.१००००/-

## क) औद्योगिक वापरासाठी

वार्षिक पाणी वापर	स्टॅम्प ड्युटी दर
१) १०. द.ल.घ.मी. पर्यंत	रु. १०००/-
२) १० द.ल.घ.मी. ते ३० द.ल.घ.मी	रु.५०००/-
३) ३० द.ल.घ.मी. हून जास्त	रु.१०,०००/-

करारनाम्यातील कोणत्याही कलमासंदर्भात अर्थ विवरणाचा प्रश्न उद्भवल्यास त्याबाबत शासनाचा निर्णय अंतिम राहिल. या पुढील सर्व नविन बिगर सिंचन करारनामे या शासन निर्णयासोबत जोडलेल्या करारनाम्याच्या सुधारीत नमून्यानुसार करावेत व अस्तित्वातील (चालू)करारनामे टप्पाटप्प्याने ते सुधारीत करून घ्यावेत.

हा शासन निर्णय महाराष्ट्र शासनाच्या [www.maharashtra.gov.in](http://www.maharashtra.gov.in) या संकेतस्थळावर उपलब्ध असून त्याचा संगणक सांकेतांक २०२५०७२९१११०१४३४२७ असा आहे. हा आदेश डिजीटल स्वाक्षरीने साक्षांकित करून काढण्यात येत आहे.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने

(नमिता बसेर)

उप सचिव, महाराष्ट्र शासन

सोबत- बिगर सिंचन पाणी पुरवठ्यासाठी करारनाम्याचा सुधारित नमूना व मार्गदर्शक तत्त्वे

प्रत :-

- १) अपर मुख्य सचिव, जलसंपदा विभाग, मंत्रालय, मुंबई
- २) अपर मुख्य सचिव, महसूल व वन विभाग, मंत्रालय, मुंबई
- ३) प्रधान सचिव, नगर विकास विभाग, मंत्रालय, मुंबई
- ४) प्रधान सचिव, उद्योग, उर्जा व कामगार विभाग (उद्योग), मंत्रालय, मुंबई
- ५) प्रधान सचिव, पाणी पुरवठा व स्वच्छता विभाग, मंत्रालय, मुंबई
- ६) प्रधान सचिव, ग्राम विकास विभाग, मंत्रालय, मुंबई
- ७) प्रधान सचिव, जलसंधारण विभाग, मंत्रालय, मुंबई
- ८) सचिव (लाक्षेवि), जलसंपदा विभाग, मंत्रालय, मुंबई
- ९) सचिव (प्रकल्प समन्वय) जलसंपदा विभाग, मंत्रालय, मुंबई
- १०) सचिव, महाराष्ट्र जलसंपत्ती नियमन प्राधिकरण, मुंबई
- ११) सर्व कार्यकारी संचालक, पाटबंधारे विकास महामंडळे
- १२) मुख्य कार्यकारी अधिकारी, महाराष्ट्र औद्योगिक विकास महामंडळ, उद्योग भवन, अंधेरी
- १३) मुख्य कार्यकारी अधिकारी, महाराष्ट्र जीवन प्राधिकरण एक्सप्रेस टॉवर, नरीमन पॉईंट, मुंबई
- १४) मुख्य लेखा परिक्षक, जल व सिंचन, महाराष्ट्र राज्य, औरंगाबाद

- १५) सर्व मुख्य अभियंते, जलसंपदा विभाग
- १६) सर्व अधीक्षक अभियंते, जलसंपदा विभाग
- १७) सर्व कार्यकारी अभियंते, जलसंपदा विभाग
- १८) सि.व्य.(धो.) कार्यासन, संग्रहार्थ.

**DRAFT –AGREEMENT****(For Non -Irrigation Water supply)****Reference :-** (Government / Corporation Sanctioned Letter no.-----dated -----)

This agreement is made on the \_ \_ \_ day of \_ \_ \_ month of the year Two Thousand \_ \_ \_ \_ \_

BETWEEN

**Party I: -**

Name & Address of BWUE with e - mail id :	A local self-Government Body such as Gram Panchayat/Zilla Parishad/Municipal Authorities/ MIDC/MJP also A Company/ Industries/ Entrepreneur/ Organization/ Proprietor/ Institution/ Factory/ User (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 _____ and with communication address as _____ and email id _____ hereinafter referred to as as "the Bulk Water User Entity (BWUE)" of the one part
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AND

**Party II: -**

<b>Executive Engineer,</b> ----- <b>Division, -----</b> <b>Under Water Resources</b> <b>Department, Maharashtra</b> <b>(GoM / Corporation)</b>	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 desirous of constructing a pumping station on the BWUE 's land at \_\_\_\_\_ for drawing water from the source \_\_\_\_\_ (Herein after referred to as “**the said river/source**”) for the use by the BWUE for supplying drinking water to the residents in the jurisdiction of BWUE or for commercial purpose of for industrial purpose for the BWUE'S \_\_\_\_\_ plant (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 inapplicable )

AND WHEREAS the BWUE has applied to the BWSE for permission to draw \_\_\_\_\_ Million Cubic Meters (Mcum) year from the said source.

AND WHEREAS the BWSE has agreed to grant the aforesaid permission Vide Chief Engineer, Water Resources Department's **Memo/ ज्ञापन (Dnyapan/ Memorandum ) No. \_\_\_\_\_** Dt. \_\_\_\_\_ to the BWUE on the terms and conditions hereinafter appearing.

Details of Amount deposited by the BWUE to the BWSE.

**A) Non-refundable Amounts****Table No.1**

Sr. No	Type of Charges	Demand Draft/ Cheque	Date	Amount in Rs.	Bank Name and branch Details
1.	Irrigation Potential Restoration Charges				
2.	Proportional Cost of Capital Outlay				

**B) Refundable Amounts****Table No.2**

Sr. No	Type of Charges	Demand Draft/ Cheque/ F.D.R/Bank Guarantee No.	Date	Amount in Rs.	Bank Name and branch Details
1.	Irrigation water Charge				
2.	Local Cess				

As “security Deposit ” equivalent to two months BWUE’s probable annual water charges 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;

WHERE AS 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

Definations	<p><b><u>GOVERNMENT:</u></b> - It means Water Resources Department (WRD) Government of Maharashtra.</p> <p><b><u>DEPARTMENT:</u></b> - It means Water Resources Department (WRD) Government of Maharashtra.</p> <p><b><u>CORPORATION:</u></b> - 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).</p> <p><b><u>BWSE :</u></b> - 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 Corporations .</p> <p><b><u>BWUE :</u></b> - It means water user entity which may be a local self Government Body such as Gram Panchayat / Zilla Parishad /Municipal Authorities /MIDC/ MJP / A also BWUE/ Industry/ Entrepreneur/ Individual / Government or Non- Government or Semi-Government Organization/ Proprietor/ Institution/Factory/ User or Any Non-Irrigation Customer.</p> <p><b><u>QUOTA:</u></b> - Quota means yearly water demand sanctioned and communicated to the BWUE by the Government/ Corporation/ Executive Engineer.</p>
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**YEARLY APPLICABLE DEMAND:** - Yearly Applicable demand means the water demand communicated by the USER for the period from 1<sup>th</sup> July, to 30<sup>th</sup> June next year, to the Executive Engineer and sanctioned by Water Resource Department every year before 1<sup>st</sup> July of that year 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.

**BSI:** - The British Standards Institution.

**ISI:** - The Indian Statical Institute.

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

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

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

**MOEF:** - Ministry of Environment and Forests.

**MJP:** - Maharashtra Jeevan Pradhikaran.

**DD:** - Demand Draft.

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

**CSR:** - Corporate Social Responsibility.

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

**NAAC:** -National Assessment and Accreditation Council.

**NOC:** - No Objection Certificate.

**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, 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 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.
- 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.
- iii. And other similar products in which raw water is used directly or indirectly after purification for manufacturing of the product.
- iv. Any product in which part of water is used as a 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**

	<p>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. Which shall be certified by Any agencies like BSI/ ISI/ MPCB/ CPCB/ Patent Government Authorized Institutes /Certified Institutes by NABL, NAAC.</p> <p><b><u>WATER USED FOR PROCESSING:</u></b> - 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.)</p> <p><b><u>COMMERCIAL WATER USE :</u></b> Water used by any commercial entity like Hotel, Restaurant, Hospital, Resort, Clubs etc will be classified under this head</p>
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It is hereby agreed by the parties to this agreement that the orders or the directions as issued by Government / 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 /Canal Natural Stream/ Own Dam/ Canal/ Own well within 35 meters from water body/Channel)	Type of Water Supply (Guaranteed / Controlled with conveyance loss/ Partially Guaranteed / proportional cost capital outlay )	Sanctioned Quantity Mm <sup>3</sup> /year	Percentage with Total Sanctioned Quota
a.	<b>For industrial use-</b>				
	1) Water used as Raw material				



	2) Water used for Processing				
	3) Water for Domestic use in Industry				
	4) For any other authorised use				
b.	<b>For domestic use-</b> (Household usage )				
c.	<b>For agricultural use -</b> (Nursery/ Gardening) within the BWUE's premises.				
d.	<b>For Commercial use-</b> (Hospital, Hotels, Private Hostels, Shops, Malls, Educational Institutes with/without hostel facility/Golf Course, stadium etc.)				
	<b>Total Sanctioned Quota (a+b+c+d): -</b>				

Time Limit for completion of project	<p>(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 full extent within 5 years from the date of Chief Engineer, Water Resources Department's Memo / ज्ञापन (Dnyapan) mentioned above. If the BWUE failed to do so, separate permission for continuation of the sanction of quota shall be obtained from respective Chief Engineer, else, the quota reservation will no longer be valid.</p> <p>(iii) 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.</p>
Applicable Act	<p>2) The permission hereby granted shall be subject to the provisions of the Maharashtra Irrigation Act 1976, MWRRA Act 2005, and MWRRA Tarrif Orders with subsequent revisions 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 will be applicable to the BWUE from the date of issue of the order.</p>
Deal with Shortage water condition	<p>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, bill shall be charged as per actual quantity of water lifted/ supplied during such period including transmission losses.</p>
Drought/ Emergency Conditions	<p>4) In case of emergency/ draught/ any natural calamities occur, 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.</p>

Resale water BWUE	of by	<p>5) 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 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.</p>
Riparian Rights		<p>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 as per applicable Industrial water rates retrospectively as per MWRRA Tariff Order and subsequent revisions.</p> <p>6) BWSE shall be entitled to utilize water of the said river/source available after meeting the reasonable requirements of the BWUE as to which matter the decision of the BWSE shall be final and binding on the BWUE for such purpose as BWSE deem fit.</p> <p>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, on 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.</p>
Construction of Pick Up Weir		<p>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.</p>
Cost of Agreement		<p>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.</p>
Limiting the Entitlements (as per Environmental		<p>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.</p>

<p>Clearence )</p> <p>Security Deposit Forfeited</p> <p>Recovering Pending Bill as per Revenue Procedure</p> <p>Inspections by WRD Officials</p> <p>Water Audit</p> <p>Additional Quota</p>	<p>11) 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. _____ or such part thereof as shall not have been appropriated as aforesaid shall be refunded to the BWUE.</p> <p>12) 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.</p> <p>13) 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, 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 to give 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.</p> <p>14) 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, Chatrpati Sambajinagar. 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, and his representative.</p> <p>15) 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, _____ 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.</p> <p>16) The costs incurred in the execution of the incidental charges for this agreement including storage shall be borne by the BWUE.</p> <p>17) 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.</p> <p>18) 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 Government in connection with the supply of water from the said river/ source.</p>
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Storage Arrangement	<p>19) 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.</p>
Breach of terms and conditions	<p>20) 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.</p> <p>21) 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.</p>
Revision of Tariff	<p>22) 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 MWRRRA shall be binding on both parties.</p> <p>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..... 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 MWRRRA Tariff order and its subsequent revisions will be made applicable.</p>
	<p>23) All the conditions and laid down in the following orders, resolutions and memorandum are binding on the Agency.</p> <ul style="list-style-type: none"> <li>a) Government of Maharashtra's Maharashtra Water Resources Regulatory Authority (MWRRRA's Order) Order No. 1/2018 Dated. 11/1/2018</li> <li>b) Government of Maharashtra's Maharashtra Water Resources Regulatory Authority (MWRRRA's Order) Dated 29/03/2022</li> <li>c) Government of Maharashtra's Maharashtra Water Resources Regulatory Authority (MWRRRA's Order) Order No.9/2017 &amp; Letter No. 9/2017 &amp; Letter No. MWRRRA/2017/Map and/Authority/411 Dt. 22/9/2017</li> </ul> <p>24) 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 MWRRRA rules laid under them which shall be applicable to this agreement.</p>

**B. Measurement of water supplied to BWUE :**

Separate pipe line with color code for each purpose

1. 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. 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 inspectable at any given time. As far as possible the raw water pipeline running to intake 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.
- 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

Log Book

- 2) Daily Reading of water drawn shall be recorded in the “Standard Log Book” issued by the Executive Engineer 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 frequently. These log books will be property of the BWSE. To workout 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 First day of each month at the time agreed jointly by the authorized representatives of the Executive Engineer and of the BWUE/User.

Water Meter

- 3.1 The installation of ultrasonic measuring device with sms facility is mandatory before starting the lifting the water. However, if the BWUE uses water as raw material, installation of SCADA based ultrasonic flow meter is mandatory. 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 ultrasonic flow meter, water measuring devices as above for use of water for the said independent intention (herein after referred to as “The said electronic measuring devices”) at such places indicated by the Executive Engineer.

<p>Diff. in water Qty. supplied and Use Qty.</p>	<p>3.2 The meters shall be fitted near intake well, just before separation of pipelines inside the premises of the User and before the end use.</p> <p>3.3 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 sufficient space should be provided.</p> <p>3.4 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.</p> <p>3.5 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.</p> <p>3.6 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 should 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.</p> <p>3.7 In the event of the said Ultrasonic measuring device 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 Govt./ MWRRA orders and its subsequent revisions .</p> <p>4 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.</p> <p><b><u>Sample calculations:</u></b></p> <p>1. Quantity lifted at source = (X) m<sup>3</sup></p> <p>2. Quantity after distribution to usage units</p> <p>a. Quantity For industrial use as Raw material = (a1) m<sup>3</sup></p> <p>b. Quantity For industrial use for processing = (a2) m<sup>3</sup></p> <p>c. Quantity For Domestic use in Industry = (a3) m<sup>3</sup></p> <p>d. Quantity For Domestic use in Households = (b) m<sup>3</sup></p> <p>e. Quantity For Agricultural use = (c) m<sup>3</sup></p> <p>f. Quantity For Commercial use = (d)m<sup>3</sup></p> <p>Quantity reached at Premises/Actual use = (Y) m<sup>3</sup></p> <p>Where Y = (a1)+(a2)+(a3)+(b)+(c)+(d)</p> <p>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.</p>
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### **C. Water Charges and Local Cess :**

Water Charges	1) The present water rates for the water drawn from the Assured/Regulated/Party regulated Water supply source/ Water User Entity has shared proportionate cost and constructed basis infrastructure for non-Irrigational water use as per MWRRA orders .
Local Cess	2) 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.
Panel Rates	3) The rates revision of Bulk Tariff order by MWRRA/ GOM from time to time and will be binding on the Party I.
	4) In addition to the payment of water charges the BWUE shall also pay to the Government local cess at the rate 20 paisa per every rupee of basic water charges.
	5) 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.

### **D. Billing :**

Billing Procedure	1) Billing shall be done on monthly basis. The bill for water drawn by the BWUE during the previous two calendar months 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 six months, BWSE reserves the right to terminate the water supply with a notice of 15 days in advance.
Dispute Resolving Authority	2) In the case of disputes regarding quantity of water billed, arrears or rate at which the bill is prepared by Executive Engineer, the BWUE 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. After that BWUE shall approach to the Primary Disputes Resolution officers (PDRO) of the respective River Basin/ Superintending Engineer 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.

90 % assessment	<p>3) If the BWUE uses water less than 90% of the quantity of water sanctioned to him, then the BWUE shall pay to the Government water charges calculated for 90% of the quantity of water sanctioned to him.</p> <p>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 rates including transmission losses. The bill for the months of May and June (11th &amp; 12th 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.</p>
Reducing Quota	<p>4) 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 the revised annual demand before commencement of the year i.e., 1<sup>st</sup> day of July. (<b>Application for the change quota should be submitted to the Executive Engineer, .....Division ..... at least 15 days before 31<sup>st</sup> May for that year</b>). 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 1000 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.</p> <p><b>Quota may be reduced only upto first five year from sanction of quota . After completion of first five years, assessment shall be done as per sanctioned quota or quota of BWUE shall be permanently reduced. No permission will be granted for additional quota to BWUE in future.</b></p> <p>5) 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.</p>
Penalty for Pollution	<p>6) <b>“Polluter pays” principle</b> - 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 standard specified by Maharashtra Pollution Control Board (YIPCB) before its release into a natural water course or an irrigation canal. If Effluent Treatment Plant / Sewage Treatment Plant (STPs) is not installed by user based upon their water allocation or ETP s / STPs are not working to its full capacity, User are liable to pay penal charges as per MWRRA Tariff Order / Government Orders .</p>

### **E. Effluent Disposal :**

Effluent Disposal Arrangement	<p>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 the Government prior to commencing the operation of pumping/ drawing water from</p>
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Incentives for recycling Water	<p>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.</p> <p>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 orders . However, BWUE using water beyond the entitlement shall be charged at higher rates, as may be indicated in tariff order.</p>
Action taken against pollution complaint	<p>3) If any complaint/ information regarding pollution of river/source 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 effluent meeting stipulated standards. Executive Engineer, _____ Division, _____ will charge the water to such polluting industries at panel rate as per MWRRA Tariff Order 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. The water supply so stopped shall be renewed only with NOC of MPCB and after payment of all arrears of water charges including penal charges .</p>

IN WITNESS WHEREOF THE Common seal of the M/S \_\_\_\_\_ has been here into affixed AND the Executive Engineer, \_\_\_\_\_ Division \_\_\_\_\_ 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 dated the \_\_

Hereto affixed in the presence of \_

1. \_\_\_\_\_
2. \_\_\_\_\_.

The Authorized Signatory/ two Directors of the BWUE who in taken have hereto their respective hands in the presence of –

1. \_\_\_\_\_
2. \_\_\_\_\_

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

1. \_\_\_\_\_
2. \_\_\_\_\_