

(WATER RESOURCES DEPARTMENT)  
(Government of Maharashtra)

Pune Irrigation Circle, Pune- 11  
Khadakwasla Irrigation Division, Pune- 11

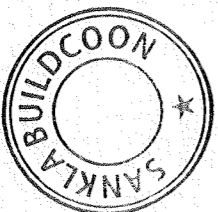
**THE AGREEMENT**

**With**

**SANKLA BUILDCON THROUGH  
SAHIL SANKLA**

Village- Bhugaon,  
Tal - Mulshi, Dist. - Pune

Date: 13 / 02 / 2023











महाराष्ट्र MAHARASHTRA

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10 JAN 2023

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पत्ता नोंदणी करणार आहेत का ? होय / नाही.

मिहकरीचे वर्णन

पुढांक विकत घेणाऱ्याचे नाव

पत्ता

पुढाऱ्या पक्षकाराचे नाव

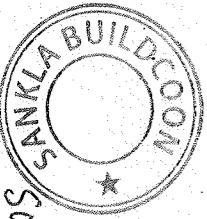
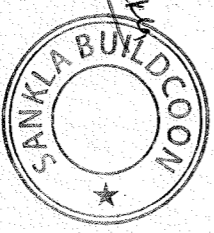
हस्त देयकीचे नाव व पत्ता

SANGIETA LOKANDE

पत्ता नं. २२०११२४

पुढांक विकत घेणाऱ्याची सही मोठ्या अक्षर अन्वयेत, हस्ताक्षर रेषे, मुद्रा- १ व/वा कारणासाठी घ्यावी पुढांक करेची वेळा, त्याची वेळा कारणासाठी घ्यावी अन्वयेत घेवयापट्टा ६ परिचयाने सादर करावयात. नव्हे

128 DEC 2022



Sankla S.Sankla

Registered under the Companies Act 1956, and having its Office no.1, Suyog platinum tower, Near Conrad hotel, SNO Naylor road, Pune-01. Herein after referred to as 'Company of One Part' and the Government 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 his successors and assigns) of the other Part.



WHEREAS 'the company' is desirous of constructing drawing water from the source Bhugaon M.I. Tank Project (hereinafter referred to as "the said source") for the use 'the Company' Project Sankla Buildcon through Sahil Sankla, at Bhugaon, Tal. Mulshi, Dist. Pune (hereinafter referred to as "the said plant") and laying underground and surface pipes for the discharge of factory influent.

AND whereas 'the company' has applied to the Government for permission to draw 0.0828 Million CuM of water per year from the said source. The Government of Maharashtra (Water Resources Department) vide order no. NI/2021/(179/21) Irrigation Management (policy) Mantralaya Mumbai 400032 dated 24.06.2022 had approved the said water reservation.

AND Whereas the Company has paid Rs. Nil to government towards the proportional cost of the project.

AND Whereas the company has paid Rs. 52,36,000/- (in words Fifty two lakhs Thirty six Thousand only) to government towards Irrigation Rehabilitation Expenditure vide RTGS - BARBR52023010900879249 on account of Executive Engineer, Khadakwasla Irrigation Division, Pune-11.

AND whereas the government has agreed to grant the aforesaid to the Company on the terms and conditions hereinafter appearing.

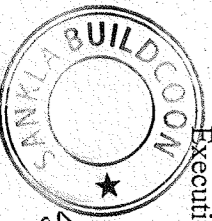
AND WHEREAS UNDER the said terms and conditions the company has to deposit with the Executive Engineer, Khadakwasla Irrigation Division, Pune-11 the government a sum of Rs. 9134/- (in words Rupees Nine Thousand one Hundred Thirty Four Rs. only.) vide NEFT - BARBR23009785783 as security **equivalent to 2 months company's probable annual water charges based on yearly sanctioned and as communicated for the due observance and performance by the company has accordingly prior to execution of these presents deposited with the Rs. 9134/- (in words Rupees Nine Thousand one Hundred Thirty Four Rs. only.)** vide NEFT - BARBR23009785783 as security AND WHEREAS it has been agreed that the said amount will not carry any interest if deposited in cash.

**Definitions: -**

**Quota: -** Quota means yearly demand sanctioned and communicated to Project

"Sankla Buildcon through Sahil Sankla, Bhugaon, Tal. Mulshi, Dist. Pune" by the

Executive Engineer, Khadakwasla Irrigation Division, Pune-11.



Sahil S. Sawale



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

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

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

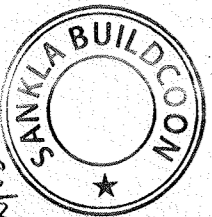
**Yearly Applicable Demand:** - Yearly Applicable Demand means the water demand communicated by the USER for the period from 1<sup>st</sup> July to 30<sup>th</sup> June to the Executive Engineer & sanctioned by Irrigation department every year in the month of June along with its bifurcation for industrial, domestic and agricultural used.

**USER:** - User means water using agency like Project "Sankla Buildcon through Sahl Sankla, Bhugaon, Tal. Mulshi, Dist. Pune".

**NOW THIS AGREEMENT WITNESS AS FOLLOWS:**

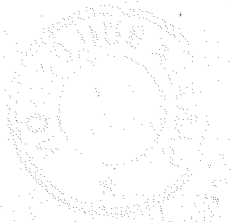
1) (a) In Consideration of the company making payment to the Government as hereinafter specified and observing and performing the convenience and conditions herein contained Government do hereby grants to the company permission to draw following quota of water for the specified below for the specified purpose.

Sr. No.	Description/Use	Quantity Meum per year
1	Total sanctioned quota	0.0828
1.1	For industrial Use	Nil
1.2	For other than water as raw material Industrial use	Nil
1.3	For domestic use	0.0828
1.4	For agriculture us (nursery/gardening) within the company's premises)	Nil



Sankla S. Sankla

A BUILD



And use the same for the purpose of the company's said plant or project, for water supply to Residential Building for the term of 6 years commencing from 1/02/2023 on the following terms & conditions:

(b) The quota assigned for domestic use shall not exceed 100% each of the individual water demand. In the cases where in the water used for Domestic and Agricultural use exceeds 100% to 125% will be charges 1.5 times standard rate & quantity exceeding 125% will be charges 3 times the standard rates.

2) The permission hereby granted shall be subject to the provision 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 Government and any statutory amendment thereof from time to time and for the time being in force.

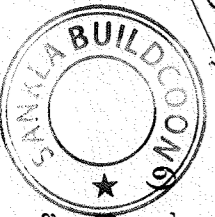
3) Nothing herein contained shall be deemed to imply any guarantee on the part of the Government as to the availability or otherwise of any specific quantity of water and Government shall not be responsible for the non-supply or in adequate supply of water on any account whatsoever.

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 company shall use the water drawn from the said point for the purpose of the company's said purpose of supply to the residential buildings constructed by the company within the area of the said project for providing domestic use to its residents, employees and other users (hereinafter referred to as "the said Residential Buildings"). The company shall not sale the water from the said canal to any other person, firm or Corporation or other body. In the event of the company selling water drawn from the said source, then the Government without prejudice to its right will forthwith revoke the license. Government shall be entitled to recover from the company the proceeds of any such sale made by the company.

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

The permission hereby granted shall not in any manner prejudicially affect the existing water rights vested in the upstream riparian owner; nor shall it in any way, prejudice Government's right to here after launch or implement in



Sahil S. Sankhla

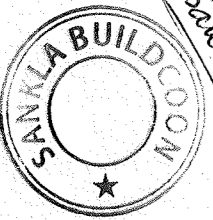


public interest any new scheme or schemes on its / own, on or in connection with the present source of channel of water supply available to the company, subject however to the safe-guarding of its reasonable demand referred to in clause (5) above.

7) The company shall not construct the pick-up weir @ 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 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 company shall forthwith at its **own cost** and after obtaining prior approval in writing thereto of the Executive Engineer, Khadakwasla Irrigation Division, Pune 11 install independent automatic measuring devices for use of water for the said plant for supply to the said independent intention (hereinafter referred to as "The said electronic measuring devices") at such places as is indicated by the Executive engineer, Khadakwasla Irrigation Division, Pune 11. All the pipelines layout showing locations of the metering equipment from the said source for different purpose shall be get jointly verified and got approved from Executive Engineer, Khadakwasla Irrigation Division Pune 11. Layout from the said source shall be got approved from the Executive Engineer, Khadakwasla Irrigation Division, Pune 11. No changes in the approved layout shall be made without the prior written approval from the Executive Engineer, Khadakwasla Irrigation Division, Pune 11. In the event of the company failing to install and keep in proper working order the said automatic measuring devices for use of water for the said plant and supply to the said residential buildings, as aforesaid the party of the company shall be liable to pay for the full sanctioned water quota as mentioned in clause 8 (d) I and II. During such period 2 times of the rate for sanctioned quantity will be charged at the prevailing rates for the said plant. The said 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, remains with the Executive Engineer. The company shall at all times, during the substances of this agreement at its own cost maintain the said electronic measuring devices in proper working order and condition.

(b) Reading for the water so drawn by the company will be taken on the said electronic measuring devices, on the 1<sup>st</sup> day of each month / at agreed times, jointly by the authorized representative of the Executive Engineer and of the company.



*Sankla S. Sankla*



(c) If at any times in the opinion of the Executive Engineer, Khadakwasla Irrigation Division, Pune 11. The said electronic 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 company. If on such testing the said electronic measuring devices are found to be defective the company shall forthwith get the same repaired and set right at its own cost and in the event of company failing to do so within 30 (Thirty) days thereafter the Executive Engineer, Khadakwasla Irrigation Division, Pune 11. May proceed to do so on account and at the cost of the company.

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

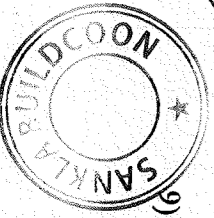
i) If the said electronic measuring devices remain out of order for a period of less than 30 days, than the quantity of water deemed to be drawn by User during the said period shall be taken to be 90% of the yearly sanctioned demand as communicated in clause 11 or average for the last six months whichever is higher.

ii) If the said electronic measuring devices remains out of order for a period of exceeding 60 days then the quantity of water deemed to be drawn by User during the said period shall be taken to be 2 times of the rate for yearly sanctioned demand as communicated in clause 11 or average for 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 company cannot be measured on account of removal of the said automatic measuring devices for repairs or the same in the opinion of the Executive Engineer, Khadakwasla Irrigation Division, Pune 11 not working properly.

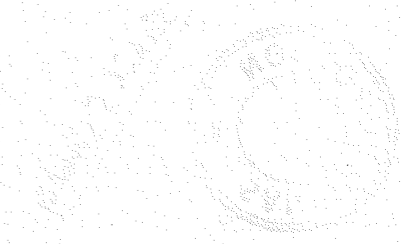
iii) If electronic meter for domestic or for agricultural use is not fitted or remains out of order or is removed, the water charges will be levied as per the rates specified for the industrial use for the total quota as referred to in clause I (a) of this agreement.

Billing should be done on bimonthly basis. The Bills for the water drawn by the company during the previous calendar month shall be sent in



*Sahil S. Sankla*





duplicate / triplicate by Executive Engineer, Khadakwasla Irrigation Division, Pune 11 to the office of the company within 15 days after the end of water consumption month. The company shall thereafter duly pay the same by a demand draft in the name of Executive Engineer, Khadakwasla Irrigation Division, Pune 11 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 fail in arrears. If the company 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 not exceeding 10% per annum of the amount due will be charged. If the delay in the payment of water charges exceeds six months; the irrigation department reserves the right to terminate the water supply with a notice of 15 days in advance.

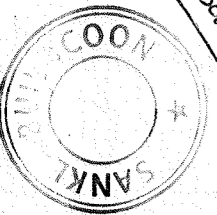
**10)** The cost of all works in connection with arrangements for water supply including the cost of measuring devices and its installation and maintenance shall be borne by the company.

**11)** Subject to the provisions of clause (8) hereof, the company pay to the Government at the time and in the manner specified in clause (12) hereof water charges for the quantity of water drawn by the company from said source Bhugaon M. I. Tank as measured by the said automatic electronic measuring devices at the following rates, namely

MWRRRA Order No.: - MWRRRA/2022/212 dated 29.03.2022 & also as per subsequent revision in the water rates from time to time in the terms of this agreement, the present rates for the water drawn from the said source for the for Domestic Use @ Rs.0.55 per Cum as applicable for sanctioned quota **0.0828 Million CuM** per year.

**Quantity** = the quantity of water drawn from Bhugaon M. I. Tank as measured by the said electronic measuring device + 10% of this measured quantity for transition & evaporation losses. The quantity shall be charged at following rates, namely -

Purpose	Sanctioned Quota* (mm <sup>3</sup> )	Present rates (subject to its revision)
Domestic Use	0.0828 mm <sup>3</sup>	Rs. 0.55 per CuM
<b>Total</b>	<b>0.0828 mm<sup>3</sup></b>	



Sanki S. Sambla

LDCCON



Applicable rates - The rates applicable to the company with mentioned of purpose of water use, sanctioned quota and present rate. The water drawn by the USER during rainy season from the said source where Irrigation Department has not released the water, concessional rates as decided by the Irrigation Department shall be charged.

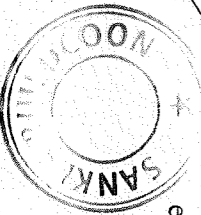
I. Provided however that after the expiry of two years from the date the company starts drawing water from the said canal/ river If in any month the quantity of water drawn by the company is less than 90% of the quantity of water specified in clause (1) hereof then the company shall pay to be Government water charges calculated for 90% of the quantity of water specified in clause (1) hereof or for average of the of quantity of water drawn by the company during period of previous including the month in question, whichever is greater.

II. For any unforeseen reasons, if company 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 June Application for the changed quota should be submitted to the Executive Engineer, Khadakwasla Irrigation Division at least 15 days before first day of July for the year. On acceptance of such revised demand the Party of the first part will be charged as per the changed demand for the period specified, other conditions remaining same. A supplementary agreement on Rs.100/- stamp paper for this changed quantity will form part of this main agreement.

III. No penal rate will be levied for the quantity limited to 100% in excess of the sanctioned one. For quantity used in excess in between 100% to 125 % without prior sanction a penal rate of 1.5 times and above 125 % a penal rate will be 3 times 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 if the company (such as - sudden closure of the unit or sudden rise in production etc.) there could be abrupt fluctuations 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 company shall also pay to the Government local fund cess at the rate of 20 Paise per every rupee of basic water charge.



LDCCON

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Main body of handwritten text, appearing as a list or series of entries.

**Water bills** - The bimonthly 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 bills for the months of May and June (11<sup>th</sup> & 12<sup>th</sup> Month) shall be prepared by taking review of annual sanctioned demand and the terms and condition 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.

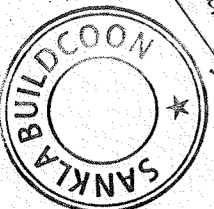
For quantity used in excess in between 100% to 125 % without prior sanction a penal rate of 1.5 times and above 125 % a penal rate will be 3 times charged over the basic rate as mentioned in relevant clause. However, the local cess shall be changed on the single rate only.

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

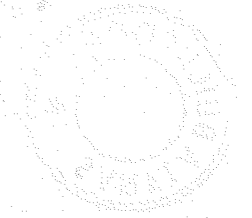
(b) In the case of disputes regarding quantity of water billed or rate at which bill is prepared of the company water user shall first pay the complete amount of the bill and the claim for refund of any excess bill charged giving the reasons / justification of wrong billing. However, the decision of Superintending Engineer, Pune Irrigation Circle, Pune in this regard shall be final and binding on the company.

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

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 septic tank effluents. **If any water resources are polluted by any industry as identified by Irrigation / Pollution Control Board / MIDC / MJP.** The company shall be charged with a penalty of Rs.5000/- 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 Company,



Saleel S. Samba (14)



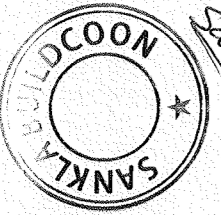
The company shall recycle the effluent water for their use such as gardening recreation, cooling clearing, washing and manufacturing process etc. So that at least 30% reductions in consumption of fresh water is achieved.

- 15) The effluent disposal arrangement made by the company shall be got approved by the company from the Maharashtra Pollution Control Board / Environmental Department of the Government prior to commencing the operation of pumping / drawing water from the source.

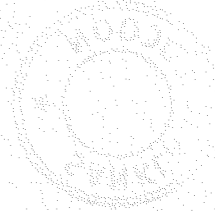
- 16) The company shall at all the times allow an officer of Irrigation Department of the Government authorized in that behalf to inspect the said works as well as the accounts and copies taken of entries from the records maintained by the company.

- 17) Any notice or other document to be given to or served upon the company may be given to or served on behalf of the Government by the **Executive Engineer Khadakwasla Irrigation Division, Pune 11** and any such notice or document shall be deemed to have been duly given to or served upon the company or sent by registered post to the registered company if it is delivered at the registered office of the company or sent by registered post to the registered address for the time being of the company.

- 18) The said sum of Rs.9134/- (in words Rupees Nine Thousand one Hundred Thirty Four Rs. only.) vide NEFT – BARBR23009785783 deposited by the Company with the Executive Engineer, Khadakwasla Irrigation Division, Pune 11 to the government as aforesaid shall be held by the Government as security for the due observance and performance by the company of the convenience, terms and condition herein contained. In case of default on the part of the company 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 never the less to any rights and remedies which the Government may have against the company under these presents for such breach and the company 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.9134/- (in words Rupees Nine Thousand one Hundred Thirty Four Rs. only.) vide NEFT – BARBR23009785783 or such



*Sahaj S. Sawta*



part thereof as shall not have been appropriated as aforesaid shall be refunded to be company.

19) All amounts due to the Government by the company 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 company as arrears of Land Revenue.

20) On the expiry of the terms of this agreement, may renew this agreement within 90 days for such further periods and on such terms and conditions as governments will at its absolute discretion deem fit.

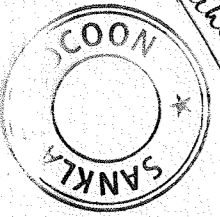
21) The costs incurred in the execution or the incidental charges for this agreement including Stamp Duty shall be borne and paid by the company.

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 Company from the Government.

23) The agreement supersedes all the previous agreements entered into by the USER and the Government in connection with the supply of water from @ Bhugaon M. I. Tank.

24) The company should submit their water indent for every rotation to the Executive Engineer, Khadakwasla Irrigation Division, Pune 11 on or before starting the rotation where the source is located on canal. The company should also furnish exact quantity of water actually drawn in each rotation after completion of the rotation.

25) The company will have to make an arrangement at it's 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 and other one month water requirement in case of perennial water source of river/ nalla so as to take care of the closure period, but it unexpectedly the closure period is increased by more than the specified period stipulated herein the company will have to make and alternative arrangement for water requirement at its own cost.



*Sahil S. Santale*



26) IF THE COMPANY COMMITS A BREACH OF ANY 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 COMPANY.

27) The Government hereby reserves to itself its right to change/ amend/ 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.

IN WITNESS WHERE OF the common seal of the Sankla Buildcon through Mr. Sahil Sankla, Bhugaon, Tal. Mulshi, Dist. Pune" has been hereunto affixed \_\_\_\_\_ and Er. Vijay P. Patil, The Executive Engineer, Khadakwasla Irrigation Division, Pune - 11 has for and on behalf of the Governor of Maharashtra hereto set his hand affixed the Seal of his office on the day and year first herein above written.

THE COMMON SEAL OF

Sankla Buildcon through Sahil Sankla,  
Bhugaon, Tal. Mulshi, Dist. Pune.


Was pursuant to a resolution

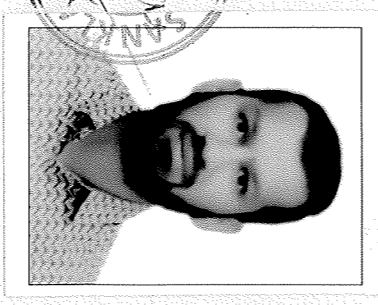
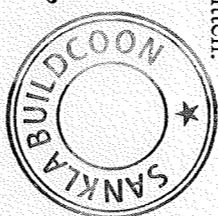
Of Board of Directors of the company

Dated \_\_\_\_\_

Hereto affixed in the presence of -

1) 

2) 



SIGNED, SEALED AND DELIVERED BY THE  
Executive Engineer, Khadakwasla Irrigation Division Pune - 11 for and on behalf of the governor of Maharashtra in the presence of-

1)  20/12/2023  
साखलभिकका  
संजयरा, पुणे-३८.

2) 

उपविभागीय अभियंता

मुठा कालवे पाटबंधारे उपविभाग,

पुणे-४३३०३७.



Executive Engineer

Khadakwasla Irrigation Division  
Pune-11

THE UNIVERSITY OF CHICAGO  
LIBRARY