



Certified copy

For *Sahu*
Superintending Engineer (C)
09/9/23
Head Works Division, Samal

GOVERNMENT OF ODISHA

DEPARTMENT OF WATER RESOURCES

AGREEMENT TOWARDS DRAWAL OF WATER FROM
UPSTREAM OF SAMAL BARRAGE FROM RIVER BRAHMANI
BY M/S JINDAL INDIA THERMAL POWER LTD.,

@ 25
CUSECS
FOR THE PERIOD FROM

1ST SEPTEMBER 2023 TO 31ST AUGUST 2026

Superintending Engineer
Head Works Division
Samal

For Jindal India Thermal Power Ltd.

[Signature]
Executive Director
JITPL, Derang, Angul

[Signature]
Superintending Engineer
09/9/23
Superintending Engineer (C)
Head Works Division, Samal
Head Works Division, Samal



ଓଡ଼ିଶା ओडिशा ODISHA

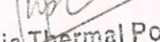
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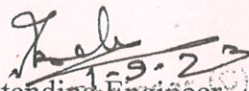
FORM - 'K'

(See Rule - 23 (A)(2)(e) & Rule 26)

**AGREEMENT FOR SUPPLY OF WATER FOR THE PURPOSE OF
INDUSTRIAL/ COMMERCIAL USE**

This AGREEMENT is made on the 1st September 2023 BETWEEN M/S Jindal India Thermal Power Ltd.(JITPL), At-/Po- Derang, P.S- Kaniha, Dist.-Angul, Odisha Represented by its Executive Director, Sri Punit Gupta Son of H.K. Gupta , resident of Flat No. C/4, B/86, Janakpuri , New Delhi (hereinafter called "Applicant") of the first Part AND (1) Sri Sunil Kumar Agarwal son of R.R. Agarwal resident of 36/62 Punjabi Bagh , New Delhi and (2) Sri Shivanand Mohanty son of Late Dr. Nityanand Mohanty resident Plot No. 214-1342-1589, Budheswari colony, Bhubaneswar, Odisha 751006 (hereinafter referred to as the "Sureties") of the Second Part AND the Governor of Odisha which expression unless repugnant to the context shall include his successors and assign (hereinafter called "The Government") of the third Part.


For Jindal India Thermal Power Ltd.
Executive Director
JITPL, Derang, Angul
Executive Director


Superintending Engineer
Head Works Division, Samal
Head Works Division

ଅମ୍ଭଙ୍କୁ ଗୃହୀତମାନଙ୍କୁ ଯେ
ଘର ଗ୍ରାମ, ଗ୍ରାମ, ଗ୍ରାମ, ଗ୍ରାମ

DISTRICT TREASURY
ANGUL

2023

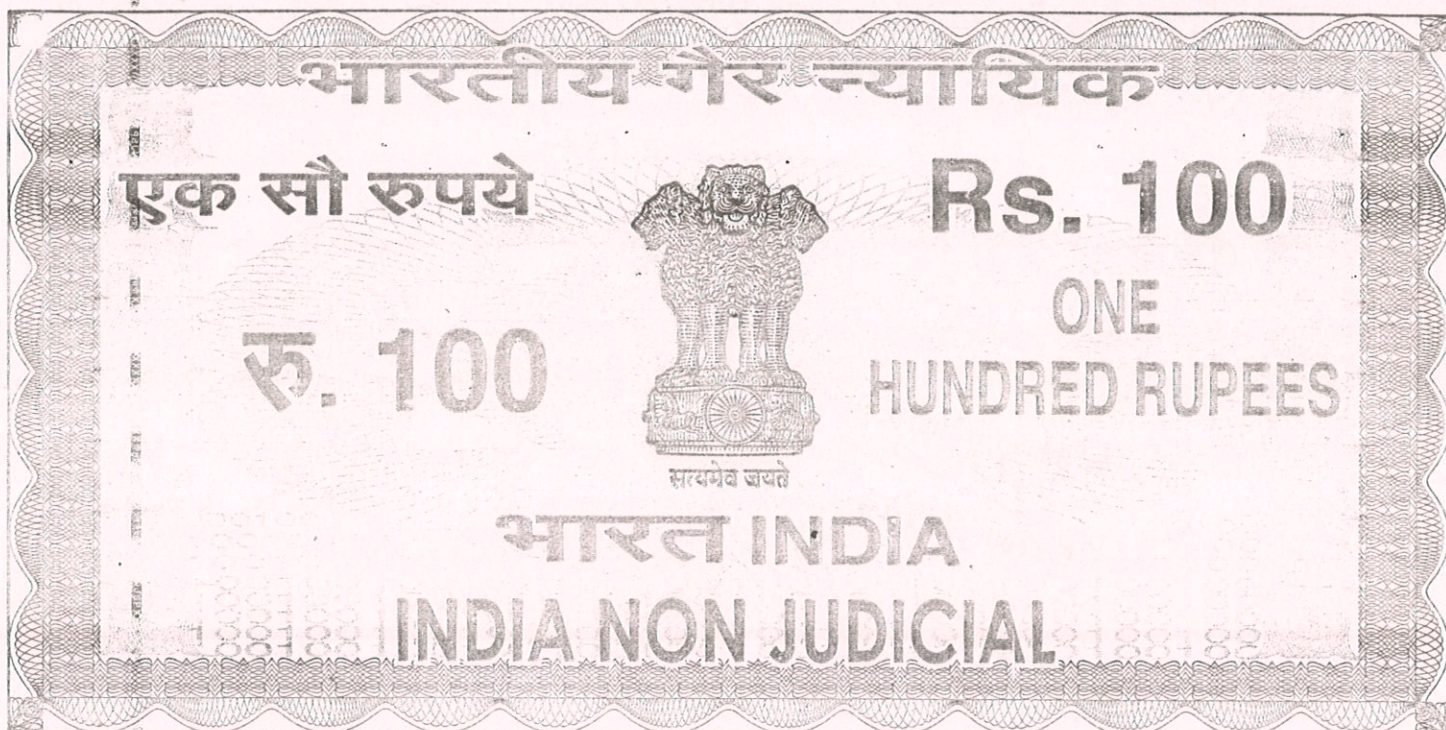
Treasury Officer, Angul

For Jindal India Thermal Power Ltd.

Executive Director

22/8/23

SAVITRI SHARMA
STAMP VENDOR
ANGUL



ଓଡ଼ିଶା ओडिशा ODISHA

P 699429

WHEREAS, the applicant has made an application for supply of water from up stream of Samal Barrage from River Brahmani for the period as mentioned in schedule; hereto annexed. AND WHEREAS, the sureties have agreed to stand surety for payment of rates charged for such supply in the manner hereinafter appearing and the Government have agreed to supply the water for the purpose specified in the schedule annexed hereto-

SCHEDULE OF DRAWAL

AS PER LETTER No.1122/WR-MAJHI-WRC-0013/2015 (OSWAS) Irr.-II-WRC-64/15(Pt.) (Physical) DT.15-01-2016 OF GOVERNMENT OF ODISHA, DEPTT. OF WATER RESOURCES

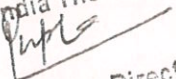
Purpose for which water will be supplied	Volume of water if any	Period of supply	The place of which it will be supplied
1	2	3	4
Industrial use	25 Cusecs	From 01.09.2023 to 31.08.2026	Upstream of Samal Barrage of River Brahmani

For Jindal Thermal Power Ltd.
Executive Director
JITPL, Derang, Angul
Executive Director

Superintending Engineer
Head Works Division, Samal

ଅ-ପ୍ୟୁରୁ ଓ ଶ୍ରୀମତୀଙ୍କ ପୁଅ
ବିନୟ କୁମାର ସିଂହ ୧୫/୧୨/୨୦୧୭
ମାରି

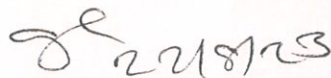
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For Jindal India Thermal Power Ltd.

Executive Director

DISTRICT TREASURY
ANGUL

2223

Treasury Officer, Angul



SAMANT PRADHAN
STAMP VENDOR
ANGUL

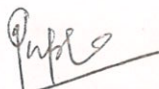
NOW THIS AGREEMENT witness as follows: -

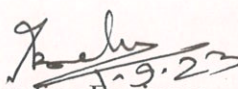
In pursuance of the said agreement and in consideration of supply of water to be made to the applicant, the applicant and sureties hereby jointly and severally covenant with the Government as follows: -

- a) The applicant shall pay at the rate of Rs. 9.52 /m³ of water on or before last working day of month as issue of demand notice, to the Superintending Engineer, Head Works Division, Samal.
- b) The applicant will pay the bill for the month the agreement is signed for the allocated quantity or drawn, whichever is higher as per above schedule.

Terms & Conditions:

1. M/s Jindal India Thermal Power Ltd. has made suitable arrangement to take the water from Government water source/irrigation worker at which it will be supplied. M/s Jindal India Thermal Ltd. shall not use the water supplied to him for any purpose other than that which is specified in the schedule.
2. If the water rate/license fees for the aforesaid quantity of water or any part thereof, is not paid on or before the date specified at the time of agreement, it shall become payable at once (unless the Government sanctions for special reason an extension of time) and **M/s Jindal India Thermal Power Ltd.** and the sureties shall be liable jointly and severally to pay the same with compound interest at the rate of two percent per mensem from the date of default. All amount due to Government under the terms of these presents shall if not paid in time, be recoverable as a public demand under the Orissa Public Demands Recovery Act, 1962.
3. (i) **M/s Jindal India Thermal Power Ltd.** shall be liable for criminal and civil action, if by drawal of water, the rights of any third party are affected and shall indemnify the Govt. against all claims for damage preferred by person or persons affected by, the permission granted.
(ii) **M/s Jindal India Thermal Power Ltd.** obtained permission in writing from the Government to lay pipe line on Government or communal lands. If pipe line has to pass through Government lands, permission of the Government for this shall be taken separately which may be granted subject to the protection of rights of Government or community, as the case may be.


Executive Director
JITPL, Derang, Angul
For Jindal India Thermal Power Ltd.
Executive Director


Superintending Engineer
Head Works Division, Samal
Head Works Division, Samal

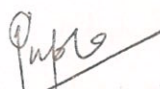
(iii) **M/s Jindal India Thermal Power Ltd.** shall not draw or lift water more than the quantity mentioned in the requisition or order and not exceeding the volume mentioned in the Schedule except with the prior approval of the Government. The Superintending Engineer shall assess the fees to be charged as per Unit/quantity of water drawn or allocated whichever is higher. If drawal is more than the allocation, a penal rate at six times the rate specified in schedule II & III shall be charged on the quantity of excess drawal, in addition to the normal bill on allocated quantity. The excess drawal is permissible for a maximum period of six (6) months, within which, the licensee shall have to apply for such higher allocation of water with reason and where the licensee fails to so apply for such higher allocation or where the licensee is refused for the such higher allocation, the agreement shall be liable to cancellation and the water supplied shall be stopped thereafter.

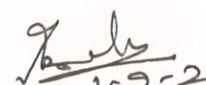
(iv) The permission granted shall not be deemed to exempt the applicant from liability to payment of water charges lawfully assessable at the rate as may be prescribed by Government from time to time.

(v) Government reserves the right to suspend or cancel the permission in case of violation of any of the conditions.

4. **M/s Jindal India Thermal Power Ltd.** at his own cost shall install a Flow Meter or a suitable measuring device for measurement of water drawn or lifted by him from the Government water source/Irrigation works as per the procedure laid down in rule 23-A(b) of the Odisha Irrigation Rules 1961. The Superintending Engineer shall visit the location of drawal or lifting of water, verify the quantities of water drawn or lifted by the applicant and ensure such control as may be necessary for determining the drawal or lifting of water. Assessment of water rate shall be made as per quantity of water drawn or allocated whichever is higher. In case of any defect or nonfunctioning of the Flow Meter, the licensee shall bring the fact to the notice of the concerned Superintending Engineer forthwith and take appropriate steps to remove the defects in the Meter or for replacement thereof within a period of three months and in such cases the fees shall be charged on the quantity of water allocated for the said period of three months or till the defect in the Meter is removed or the Meter is replaced, as the case may be, whichever is earlier, and where the licensee fails to bring the defect or nonfunctioning of the Meter or to replace the same, as the case may be, within the stipulated period, the agreement shall be liable to cancellation and thereafter the water supply shall be stopped.

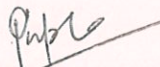
5. **M/s Jindal India Thermal Power Ltd.** shall construct full proof effluent discharge plant before commissioning of the project. For proper test of such effluent there shall be

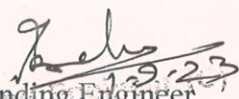

Executive Director
For Jindal India Thermal Power Ltd.
JITPL, Derang, Angul
Executive Director


Superintending Engineer
Head Works Division, Samal
Head Works Division, Samal

computerized testing system and M/s JITPL shall give details of effluent discharged in the natural source (in river and nala).

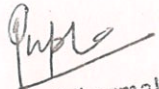
6. For construction of head works and control mechanism i.e., intake well, pump house and other related facilities **M/s Jindal India Thermal Power Ltd.** At/Po- Derang, P.S- Kaniha, Dist- Angul, Odisha will get the land leased in their favour through IDCO as is done in respect of any other government land required by the industry. IDCO will make available land on long term lease to **M/s Jindal India Thermal Power Ltd.**, Derang . The continuance of the lease agreement will be subject to the condition that the industry shall pay water charges as per prevailing water rate and all other dues of Government and IDCO from time to time.
7. The **M/s Jindal India Thermal Power Ltd.** At/Po- Derang, P.S- Kaniha, Dist- Angul, Odisha would be required to pay three months advance water charges in favour of Superintending Engineer, Head Works division, Samal (concerned) or in shape of Bank Draft or FDR duly discharged by the company as non-interest-bearing security deposit and for nine months Bank Guarantee duly pledged in favour of the concerned Superintending Engineer. Onus of maintaining the Bank Guarantee lies with the Company.
8. In case of water supply for the **M/s Jindal India Thermal Power Ltd.** At/Po- Derang, P.S- Kaniha, Dist- Angul, Odisha is to be met from a common source through a sharing mechanism, such common infrastructure for drawal of water will be constructed, maintained and operated either by IDCO or Special Purpose Vehicle (SPV) after taking due clearance from IDCO. Water will be supplied to **M/s Jindal India Thermal Power Ltd.** At/Po- Derang, P.S- Kaniha, Dist- Angul, Odisha by IDCO/SPV and they would also be liable for payment of water rate to the government and will in turn have arrangements as similar as clauses (6) and (7) detailed earlier.
9. They will not disturb the normal flow of water so that riparian rights in the downstream will be affected and the company shall have no claim on the account. The drawal level will be at Elevation Level (EL) 72.20M.
10. The drawal mechanism for raw water and disposal system of effluent to be established by the industry without disturbing existing eco system and environmental set up.
11. The Rehabilitation and Resettlement Action Plan/Welfare Action Plan, if so, required will be prepared in conformity with the current Odisha Rehabilitation and Resettlement Policy and executed by the company at its own cost under the supervision of the Water Resources Department and the Collector of the District, Angul.
12. **M/s Jindal India Thermal Power Ltd.**, At/Po- Derang, P.S- Kaniha, Dist- Angul, Odisha should not claim as a matter of right to get the desired quantity of water during non-monsoon

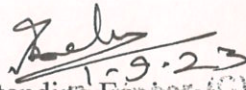

Executive Director
For Jindal India Thermal Power Ltd.
JITPL, Derang, Angul
Executive Director


Superintending Engineer
Head Works Division, Samal
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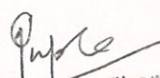
and lean period to meet their full industrial use and the company has to make adequate storage facility for the period of three months in their own land for supply of water to their plant during such period. In case shortage of water supply, **M/s Jindal India Thermal Power Ltd.** will adopt rationalizing of water consumption or scale down its production. Deptt. of Water Resources will not responsible for the shortage of water supply to **M/s Jindal India Thermal Power Ltd.**


13. The safety design of all the structures lies fully on the **M/s Jindal India Thermal Power Ltd.**
14. In case of any dispute arising out of this agreement, the same shall be referred to Government and the decision of the Government in Water Resources Department shall be final.
15. This agreement shall be valid for a period of 3 (Three) years subject to renewal of the same by the Superintending Engineer, Head Works Division, Samal For renewal of the agreement, the concerned drawee has to apply minimum three months before the expiry of the agreement.
16. If the industry is found to be drawing water unauthorizely before signing the agreement/installation of flow-meter, the concerned Superintending Engineer, will charge a penal rate at six times the normal rate as provided in Schedule II & III of the Rule.
17. The Superintending Engineer or his authorized representative reserves the right to inspect all installations of drawal and disposal mechanism during and after construction including intake structure, flow meter and treatment plant etc.
18. In water management Plan, **M/s Jindal India Thermal Power Ltd.** will have to show clearly as to what storage facility the company will create for the lean season and to what extent and how the water is going to be recycled. This plan should be a part of the project report of the unit.
19. **M/s Jindal India Thermal Power Ltd.** may engage at their own cost consultant(s) experienced in the field to take up field investigations, prepare design and drawing to set up the water supply scheme for drawing water from Government water source/Irrigation works for their proposed plant. The actual work will start after approval of the scheme by the competent authority of water Resources Department who can inspect the work during the construction.
20. The exact place for lifting will be decided in consultation with the authority of Water Resources Department & the Revenue Department. The location is in mouza Gadasila.
21. Department of Water Resources shall not be held responsible for non-availability of water due to dry season, disruption, repair and maintenance of canal/reservoir.


For Jindal India Thermal Power Ltd.
Executive Director
JITPL, Derang, Angul
Executive Director


Superintending Engineer (C)
Head Works Division, Samal

22. The agreement to be executed by the industry /commercial establishment with local authority /Superintending Engineer must be approved by the department of Water Resources before drawal of water.
23. M/s Jindal India Thermal Power Ltd. shall have to close the drawal of Ground water soon after drawal of Surface water.
24. The Industry has already been allowed 20 cusecs in 1st phase vide order No. 29388/WR Dt. 18-11-2013 of DoWR from Dt 02-12-2013 to 30-06-2015. Further the industries have already been allowed 30 cusecs in 2nd phase against vide order No. 14953/WR dt. 11-07-2015 of DoWR from 01-07-2015 to 30-04-2016. Now the Industry is allowed for drawal of 25 cusecs of water for a period of 3 years i.e from 01-09-2023 to 31-08-2026 vide order No. 1122/WR Dt. 15-01-2016 of DoWR, Odisha, Bhubaneswar.
25. Drinking water supply and irrigation water supply to the command area of Brahmani Basin shall get priority over supply of water to the industry. Hence, considering the water availability to meet these demands, Water resources authorities will order for restriction of water drawal or complete stoppage of drawal water from the river. In this regards the order of Chief Engineer & Basin Manager, Brahmani Basin, Samal is final and binding on **M/s Jindal India Thermal Power Ltd.**
26. For optimizing the water use, **M/s Jindal India Thermal Power Ltd.** adopt water harvesting measures in its plant premises. This is for minimizing the dependence on River Brahmani for its requirement during the lean periods.
27. **M/s Jindal India Thermal Power Ltd.** shall follow the zero effluent discharge principle and satisfy Odisha Pollution Control Board (OPCB) norms and obtain requisite permissions from the OPCB.
28. **M/s Jindal India Thermal Power Ltd.** shall have all necessary precautionary safety measures and emergency safety plans for entire water supply scheme M/s Jindal India Thermal Power Ltd. shall remain responsible for any loss caused to life of the public and private properties.
29. The detailed design and quality of construction of civil, electrical, mechanical works shall be of (The Bureau of Indian Standards) specifications for the intake construction and all ancillary structures relating to the construction, operations and running maintenance of the intake works and water conductor systems. M/s Jindal India Thermal Power Ltd. shall be held responsible for the safety of the work and workmen.
30. The company shall deposit @2.5 Crores/ cusecs of water allocated to the industries in five equal annual installments in coming five years beginning with current financial year towards water conservation fund (WCF) for construction of Barrages/ Check Dams to improve the


 For Jindal India Thermal Power Ltd.
 Executive Director
 JITPL, Derang, Angul


 Superintending Engineer (C)
 Head Works Division, Samal

water storage capacity in the state for the use in lean season with the concerned Superintending Engineer as per this Deptt. Resolution No. 24011/WR dtd. 03.11.2015. The industry shall enter into an Agreement for the purpose of drawal of water each year before which contribution towards Water Conservation Fund (WCF) shall be paid.

31. The allotment will automatically lapse if the company does not use the water for the purpose applied for within one year of allocation.
32. Government shall be at liberty to review the water allocation unilaterally in case of exigencies.
33. The unit price shall be enhanced @10% per annum w.e.f 1st April of each year as per sub-rule 2(f) under 23(A) of The Odisha Gazette No. 1716, dtd. 24th September 2016 and vide Letter No. WS-WT-06/2017 of Chief Engineer, Water Services, O/o the Engineer-In-Chief, Water Resources, Secha Sadan, Odisha, Bhubaneswar.

In witness whereof the parties hereto have put their hands and seals the day and year first above written.

N.B: Regarding Water Conservation Fund (WCF) as the matter is under subjudice of Hon'ble High Court of Odisha, action will be taken as per final order of the Hon'ble High Court of Odisha

In presence of the witnesses

1. *Shivaram Kishore*

2. *Omesh Pradhan*

In presence of the witnesses

1. *Satish Kumar*
Asst. Executive Engineer
Head Works Division, Samal

2.

[Signature]
For Jindal India Thermal Power Ltd.
Signature of applicant

Executive Director

[Signature]
Signature of sureties
For Jindal India Thermal Power Ltd.

Director

[Signature]
1-5-23
SIGNATURE OF THE SUPERINTENDING ENGINEER
Working in the premises for and
on behalf of the Governor of Orissa

[Signature]
For Jindal India Thermal Power Ltd.
Executive Director
JITPL, Derang, Angul
Executive Director

[Signature]
1-5-23
Superintending Engineer
Head Works Division, Samal