

## RECEIPT

Book No. A

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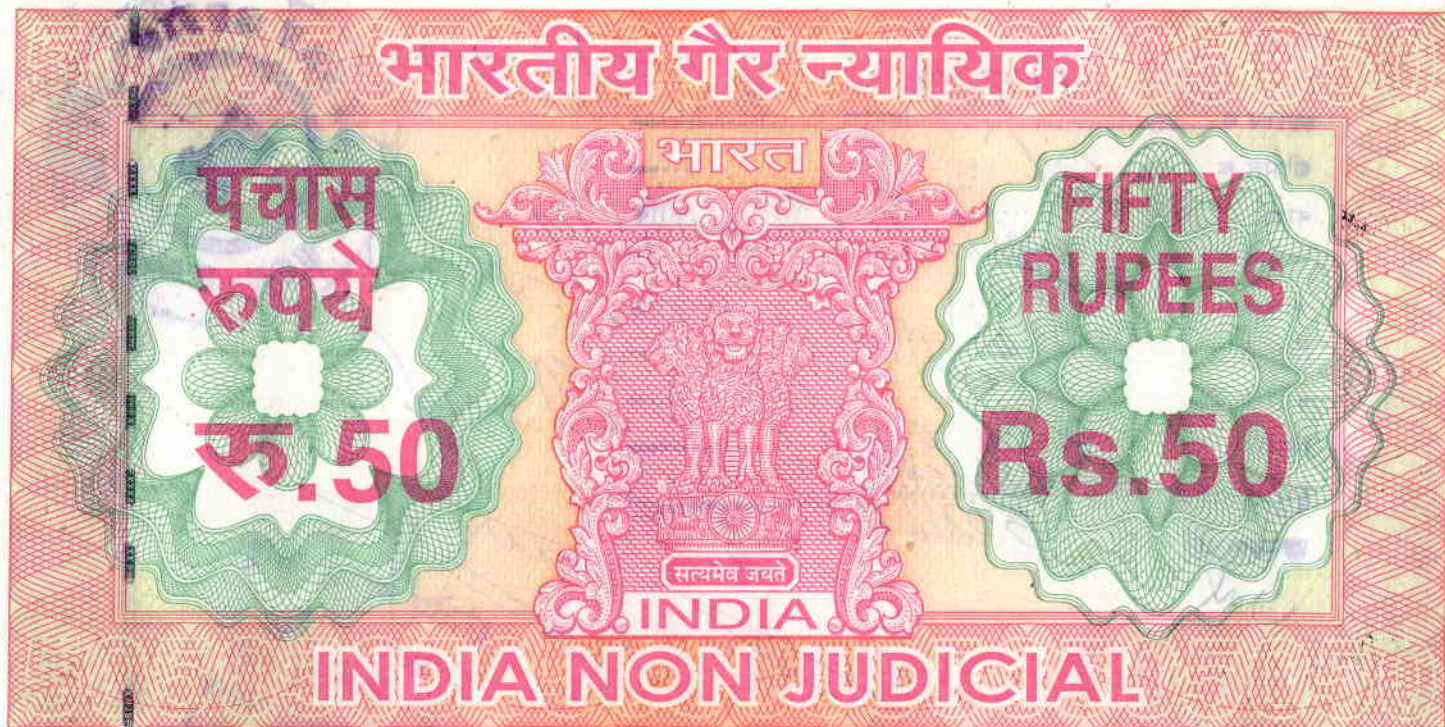
Dated, the 22.2.2022

Serial No. 02

Received from श्री. र. सी. बी. (इंडिया) लि. (पूर्व में मेसर्स स्पेन्ड्रम चैलर एंड पावर लि.)with letter No. 2 सी. बी. आई. लि. / 2X50 dated, the 20.2.19.20 the sum ofRupees 24,28,080.00 (Twenty Four Lakhs twenty eight thousand &n cash / by cheque on account of advance water tax of three months

n ..... payment of .....

Rs. 24,28,080.00Signature  
&  
Designation }Executive Engineer  
Water Resources Division  
Korba



छत्तीसगढ़ CHHATTISGARH

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**AGREEMENT FORM FOR SUPPLY OF WATER TO  
ACB (INDIA) LTD. (FORMERLY KNOWN AS SPECTRUM  
COAL & POWER LTD.) RATIJA, DISTT. - KORBA (C.G)**

**Form - 7 (A) (See Rule 71-A)**

This agreement made on this day of 11-03-2022 between the Governor of Chhattisgarh acting through The Executive Engineer, Water Resources Division, Korba here in after referred to as (C.G.W.R.D.) which expression shall where the context so admits. Include his successors assigned in officer of the first part and Spectrum Coal & Power Ltd. Registered under the Indian Companies Act. 1955 (No. 1 of 1956) /constituted under stored company Act 1956. And having its registered office at M/s ACB (India) Ltd. (Formerly known as Spectrum Coal & Power Ltd.) 18, Vasant Enclave, Rao Tula Ram Marg, New Delhi - 110057 [hereinafter referred to as company] which expression shall unless excluded by or be repugnant to context meaning here of the deemed to include its successors assigned of other part.

Whereas the Company has applied to the Government for permission to draw the 2.0 Million Cubic Meter (MCM) of water per year from the Ratija Anicut on Lilagarh River (here in after referred to as "the said Government water source") for the use by the Company's for second unit of 50 MW (of 2X50) Power Plant and 11 MTPA Coal Washery also which are located at Village - Ratija, Block - Pali, Distt. - Korba (hereinafter

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referred to as "the said plant") and laying underground and surface pipes and drains for discharge of the factory effluent.

And whereas the Government has agreed to grant the aforesaid permission to the Company to use water from the Government sources at their own cost on the terms and conditions hereafter appearing.

And whereas prior to the execution of these presents the company has deposited with the Government, the sum of Rs. 27,50,000/- (Rs. Twenty Seven Lakh Fifty Thousand only - D.D. No. 495013302/000156 Dated 12/08/2016) and Rs 24,28,080/- (Rupees Twenty four Lakh twenty Eight Thousand eighty) only Cheque No 523712, dated 16.02.2022, bank ICICI Bank Korba, Total Rs 51,78,080/- (Rupees Fifty One Lakh Seventy Eight Thousand Eighty Only) being the water taxes for the quantity of water to be drawn by the company in three months.

And whereas it has been agreed that the said sum of Rs 51,78,080/- (Rupees Fifty One Lakh Seventy Eight Thousand Eighty Only) will not bear any interest.

Now the agreement witness as under:-

- (1) In consideration of the company duly making payment to the Government as hereinafter specified and duly observing and performing the covenants and conditions, both herein contained Government hereby give permission to the Company to draw 2.0 Million Cu. Meter of water per year from the said

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Government water source to the company's said plant for term of 30 (Thirty) years commencing from the Six Day of Sept 2016 on terms and condition herein contained the permission hereby granted shall be subjected to the provision of Chhattisgarh Irrigation Act 1931 (3 or 1931) and any executive orders issued in this behalf by the Government from time to time and for the time being in force.

- (2) The company shall pay to the Government Water Rates for water drawn by it from said government water source at the rates fixed by Water Resources Department order no. 3483/7A/ज सं/त II/डी-4/औजप्र/01 dated 21.10.2020 which is Rs. 10.50/- (Rs. Five Rupees & Fifty Paise only) Per Cum Meter (Order attached).

**Note:** - The rates which are going to apply to the company must be shown and not other rates. for the quantities of water drawn in excess of the agreed quantities and for any other unauthorized drawn of water then 50% (Fifty percent) additional rates shall be charged in addition to the normal rates as specified above.

In addition to the payment of water rates as specified above the Company shall also pay the Water Resources Department or any other tax at the rates as fixed by the Government from time to time. Government hereby reserves the right to revise the rates from time to time the said water rates or other taxes as may be fixed by the government from time to time Excepting the circumstances or short water supply specified in clause

  
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(15) the Company shall in any event pay water charges for at least 90% of the total quantum of water allowed to be drawn by the company is less than 90% of the quantum of water allowed to be drawn by under clause (1).

(3) The Company shall make its own arrangements at its own cost to use water either by construction of any civil engineering work which may include construction of intake well Pump house, Pipeline etc. The design of such civil engineering facility will be prepared and submitted by the company for approval of the **Water Resources Department**. The concerning **Chief Engineer** will give his decision within thirty days to the State Water Utilization Committee. The decision of State Water Utilization Committee shall be final.

(4) In the event of any emergency interruption in the water supply to the said Government water sources resulting from a non Government Act. (Such as sudden reduction in flow) the **Executive Engineer** shall give immediate written notice to the Company. Upon receipt of such notice the Company shall have no right to compensated for any cessation in water supply nor will the Company have any liability for payments for water charges or taxes except those amounts than due but unpaid. Until such time as the flow of water through the said natural water sources shall be restored to the level required to be provided by the Government hereunder.

  
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(5)

Subject to the terms and conditions of this agreement nothing herein contained shall be deemed to imply any guarantee on the part of the Government the uninterruptability in the supply of water during an event of Force Majeure. The Government shall also not be responsible for such non supply or inadequate supply of water as a result of any event of Force Majeure or for damages or losses due to any event of Force Majeure. During an event of Force Majeure the company shall not be liable for payment of any water charges or other taxes except those pertaining of water already received by the company for which payment is due and unpaid which amount shall remain due and payable in accordance with terms of this agreement. Force Majeure shall include droughts and other similar natural disasters which are beyond the control of State Government.

(6)

The Company shall pay adequate compensation to pay/person to pay person/persons affected due to submergence of land property public facilities etc. by the construction of the civil engineering works for creating the sources of water supply.

(7)

The Water from Government water sources shall be used by the Company for the purposes of the company's said plant including water supply to the colony and shall not be misused by the Company by sale of water by the company without prejudice to recover from the company the proceeds of such sale of

  
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water by the company the proceed of such sale of water realized by the company.

8) The permission hereby granted shall not in any manner prejudicially effect the existing water rights vested in the upstream riparian owners nor shall it in any way prejudice Government's rights to hereafter launch or implement any new scheme or schemes of its new action or in connection with the present source of the said Government water sources. However the Government of Chhattisgarh hereby assures that any other water rights granted by them for the purpose of irrigation or any other industrial purposes shall be granted in manner so as not to affect the availability of required water for the project throughout the term of this agreement.

9) The Company shall not construct the civil engineering work pick-up weir, barrage, reservoir, dam, dug well, tube well and lifting arrangements etc. in the said water sources unless the proposals, plant 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 Civil Engineering work pick-up weir barrage lifting arrangements etc. Government may impose such conditions as it may in its absolute discretion think fit.

  
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(10) The arrangements for measurement of water drawn by the Company from said water source shall be made by the Company in such a manner as may be directed by the Government or Executive Engineer, Water Resources Division Korba (hereinafter referred to as **Executive Engineer**). The automatic measuring device shall be installed and maintained by the Company at its own cost after obtaining prior approval therein writing from the Government or the Executive Engineer. In the event of measuring device so installed by the company as aforesaid ceases to function or goes out of order. The charges which the Company would be liable pay to Government in respect of consumption of water for the days measuring device does not work shall be calculated alternatively on the basis of actual maximum hourly pumping capacity multiplied by the number of hours of operation of those pumps for which it will be obligatory for the Company to maintain records.

(11) The Company shall treat effluent (Discharge of water after use) for all the impurities like ferrous and other chemicals and shall appropriately purify the water as per C.G. Government Environment Conservation Board and Central Government Public Health Environmental Engineering Organization water supply manual which specifies the standard of water potable water.

(12) Within thirty days from the date monthly demands are received by the Company from Executive Engineer, the Company shall pay to the Executive Engineer the amount of water rates for the water drawn by the Company

  
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during the proceeding month. Interest at the rate of 24% (Twenty four percent) and service charge at 1% (One percent) shall be recovered if the payment is not done within Six months from the date of the bill for water supplied. Non payment of the bill upto Six months from the date due date of payment shall be treated as the breach of agreement.

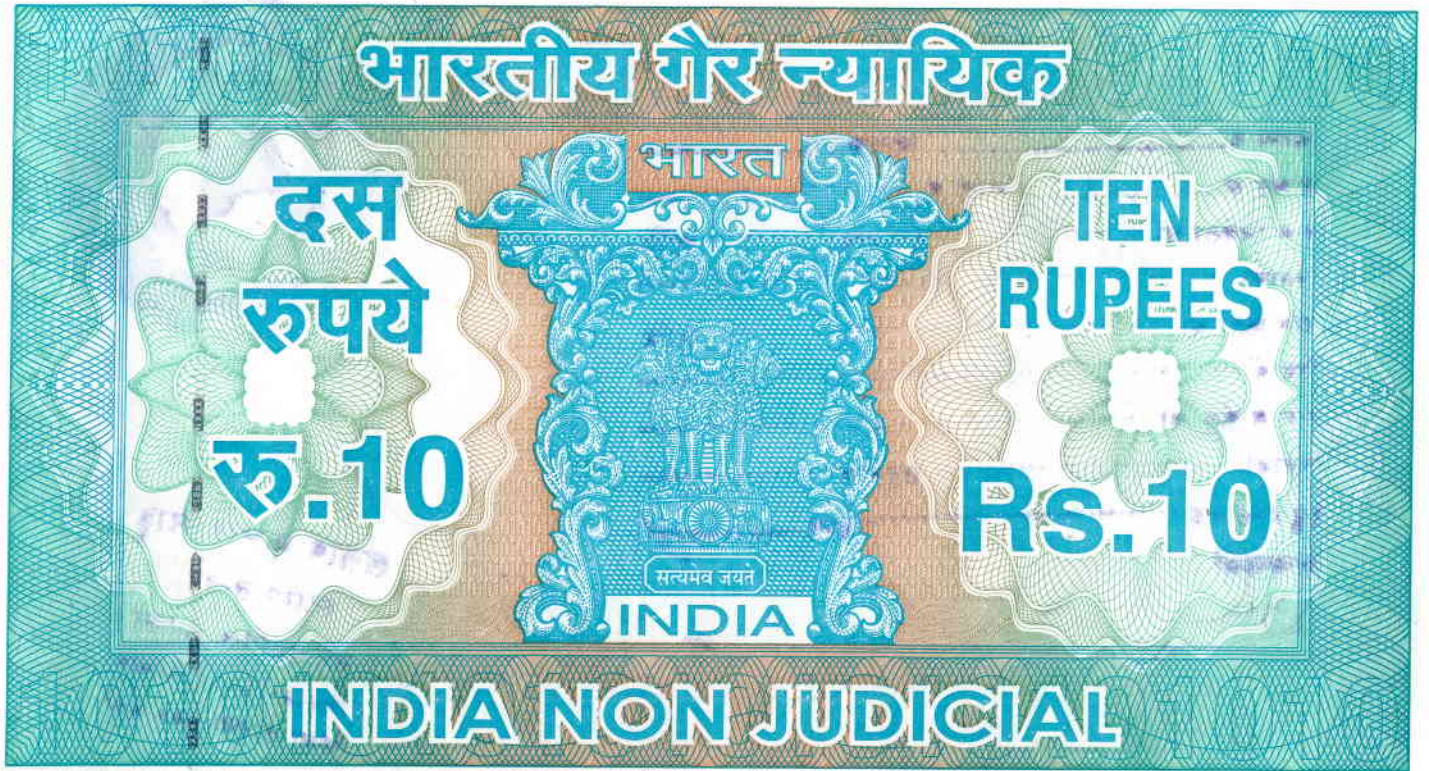
(13) The Company shall always keep deposited with the Executive Engineer the said sum of Rs 51,78,080/- (Rupees Fifty One Lakh Seventy Eight Thousand Eighty Only) i.e Three times of assessed monthly bill as security for due and proper payment of the water rates and Local fund Cess and irrigation dues and due observance and performance of the terms and conditions herein. In the event of failure by the Company to duly pay the aforesaid dues the outstanding dues from the Company shall be adjusted against the said deposit on default of the company to punctually pay the water rates and Local fund Cess as aforesaid the Government shall without prejudice to its any other rights and remedies be entitled to terminate the agreement forth with.

(14) Without prejudice to any other its remedies and powers of the Government any sum due and payable by the company under these presents shall be recoverable from the Company in the same manner as an arrear of land revenue under the provisions of Law for the time being in force in that behalf.

  
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(15)

In the event of there being a shortage of water in the said Government water source of the Executive Engineer shall serve a notice on the company explaining the possibility of the anticipated shortage. The Company shall in such circumstances reduce the consumption of water and will furnish to the Executive Engineer a weekly return showing the actual quantum drawn by it.

(16)

No existing irrigation interests under the river spring channels and irrigation wells shall be prejudiced. If in the opinion of the Government such existing interests are prejudiced the company shall pay such compensation to the concerned person or persons whose interests are affected as may be determined by the Government.

(17)

The Company shall at all times allow an officer of Water Resources Department of the Government of Chhattisgarh authorized in that behalf to inspect the measuring device as well as the water accounts and furnish to the Government copies of entries from the records maintained by the Company.

(18)

Any native or other documents to be given to or served on behalf of the Government by the Executive Engineer and any such notice or documents shall be deemed to have been duly given to or served upon the Company if it is sent by registered post or delivered at the registered office of the Company.

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- (19) If the company commits a breach of any of the terms and conditions here of Government shall be entitled to terminate this agreement and there upon the Company shall discontinue to draw water from the said Government water source without Government being liable for payment of any compensation whatsoever to the Company.
- (20) On the expiry of term of this agreement, Government may renew this agreement for such further period and on such terms and conditions as the Government may in its absolute discretion deem fit to be borne and paid by the company.
- (21) The cost and incidental charges incurred in the execution of the agreement including stamp duty shall be borne and paid by the Company.
- (22) Govt. of CG Order no. 360/F-4-16/S-2/IWS/2006 Raipur, Dated 17.01.2008 and Govt. of C.G. Order No. 3736/एफ 4-16/एस-2/31/औजप्र/ 06 नवा रायपुर, Dated 02/09/2021 (For water allocation and executive instructions etc.) Will also from the part of this agreement. (Copy attached)

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(23)

SETTLEMENT OF DISPUTES:

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- (A) **Mutual Discussion:-** The parties to this agreement agree that all disputes touching upon or arising out of this agreement including interpretation of any clauses of this agreement, the respective rights and obligation of the parties or non performance of obligation on the part of any party shall be amicably resolved by mutual negotiations.
- (B) **Arbitration:-** If after sixty days from the commencement of such negotiations the parties have been unable to resolve amicably a dispute, such dispute or difference shall be referred to Arbitration under the provisions of the arbitration and conciliation Act 1996. The award of the Arbitration and condition Act 1996. The award of the Arbitration panel shall be final and binding on the parties.

  
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(24)

SPECIAL CONDITIONS (IF ANY)

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As enclosed as per prevailing conditions.

IN WITNESS WHERE OF S.L. DWIVEDI Executive Engineer, Water Resources Division, Korba (C.G.) has for and on behalf of the Government of Chhattisgarh here to set his hand and affixed the seal of the office and the common seal of the Executive Engineer, Water Resources Division, Korba (C.G.) has been here up to affixed on the day year first herein above written.

SIGNED

DELIVERED

Executive Engineer  
Water Resources Dn. Korba  
Distt. Korba (C.G.)

(Signed by S. L. DWIVEDI - Executive Engineer for and on behalf of the Government of Chhattisgarh in the presence of

(1) Pius Erika, SDO Pauder Plant Sub

(2) Ravendra Singh - D. 11 - 11/11/2007







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THE COMMON SEAL OF ACB (INDIA) LTD. (FORMERLY KNOWN AS SPECTRUM COAL & POWER LTD.), Kishore Kumar Das, Group Head, (Engineering and Transmission) ACB (INDIA) LTD. (formerly known as Spectrum Coal & Power Ltd., Village – Ratija, District – Korba (C.G.) was pursuant to the resolution of the Board of the Directors of the Company who in token there of have to set their respective hand in presence of)

Witness:

For ACB (India) Limited



(1)

U.K. Sharma (so. officer)

Authorized Signatory

(2)

Ashok Kumar

Executive Engineer  
Water Resources Dn. Korba  
Distt. Korba (C.G.)