

DAMODAR VALLEY CORPORATION



AGREEMENT

EXECUTED ON^{12th}..... day of June-2019

BETWEEN

**DAMODAR VALLEY CORPORATION
AND**

**MAITHAN STEEL & POWER LIMITED
For Supply of RAW WATER
FOR**

**SPONGE IRON (DRI), CPP & FERRO ALLOYS PLANT
AT**

P.O.- BONRA, P.S. - NETURIA, Dist-PURULIA, W.B., Pin- 723 121.

FROM

Downstream of confluence of Maithon & Panchet, near Hirakhun, Bamuria

**FOR
INDUSTRIAL (USES)**

Allocated Quantity : 0.396 (ZERO POINT THREE NINE SIX) MGD

WHEREAS one of the functions of the First party under Section 12(a) of the said Act is the promotion and operation of the schemes inter-alia for the supply of water in the Damodar Valley.

AND WHEREAS under the provisions of Section 15 of the said Act the First Party is vested with power to determine and levy rates for bulk supply and retail distribution of water for industrial purposes and specify the manner of recovery of such rates.

AND WHEREAS under the provisions of section 17 of the said Act construction, operation or maintenance in the Damodar Valley of any dam or other work of any installation for extraction of water shall not be effected by any person without the consent of the First Party.

AND WHEREAS the Second Party has requested the First Party under cover of its Letter No. Nil dated 10.06.2019 annexed hereto, to allow it to construct, operate and/or maintain the water supply scheme and to allow it to have a supply of water from Downstream of confluence of Maithon & Panchet, near Hirakhun, Bamuria for their SPONGE IRON (DRI), CPP & FERRO ALLOYS PLANT at P.O.- BONRA, P.S. - NETURIA, Dist-PURULIA, W.B., Pin- 723 121 in accordance with the approved plan and drawing forwarded by Chief Engineer (Civil), DVC, Maithon and letter No. MRO/Water Tariff/183 dated 26.03.2019 of Deputy Chief Engineer (C), Water Resources, DVC, Maithon and also the letter No. MD/DVRR/WA-6(PART-VIII/MAITHON STEEL & POWER LTD./2019/657-62 dated 08.03.2019 of Member Secretary, DVRRRC, CWC, Maithon annexed hereto for Industrial purpose as laid down in the relevant provisions of the said act.

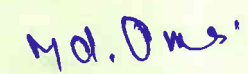
AND WHEREAS the First Party has agreed to such construction, operation and/or maintenance of the water supply scheme and has further agreed to such supply of water to the Second Party for an initial period of five years as referred to in Clause- 16 here-in-under on the terms and conditions as hereinafter appearing.

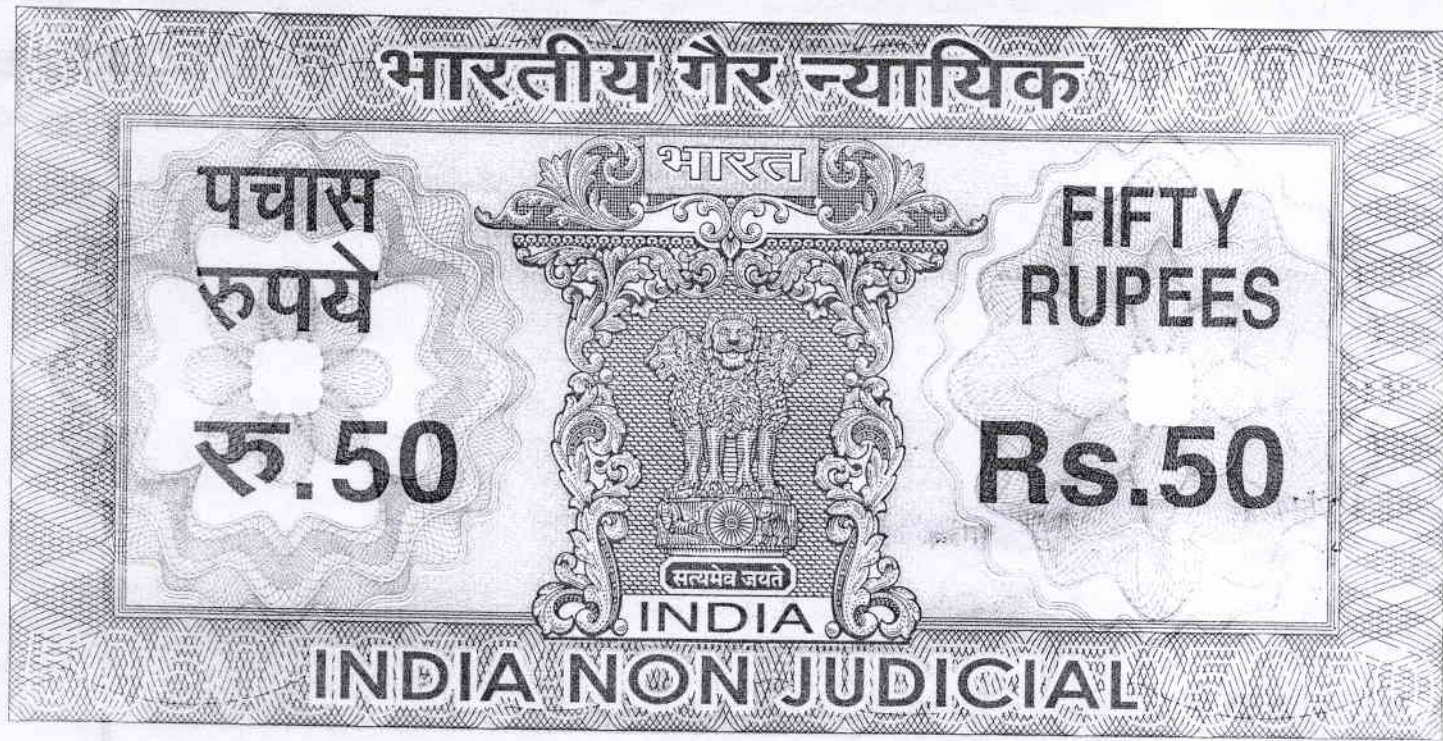
NOW THIS AGREEMENT WITNESSTH AND IT IS HEREBY DECLARED AND AGREED AS FOLLOWS:-

01. (a) PERMISSION :

(i) The "First Party" hereby grants to the "Second Party" the permission to construct, operate and/or maintain the said water supply scheme in accordance with the Plan and Drawing annexed hereto and to extract such quantities of water from Downstream of confluence of Maithon & Panchet, near Hirakhun, Bamuria for the purpose of SPONGE IRON (DRI), CPP & FERRO ALLOYS PLANT at P.O.- BONRA, P.S. - NETURIA, Dist-PURULIA, W.B., Pin- 723 121. as the "Second Party" may require upto 0.396 (ZERO POINT THREE NINE SIX) MGD at the point in the Downstream of confluence of Maithon & Panchet, near Hirakhun, Bamuria indicated in the said plan and Drawing annexed hereto and in the manner hereinafter mentioned provided the "Second Party" desiring to increase or decrease the quantity of water to be extracted as permitted aforesaid the "First Party" may require the "Second Party" to give the "First Party" THREE(3) MONTHS' notice in writing and approach DVRRRC stating the quantity of water required and the "First Party" after receipt of approval of DVRRRC will permit the additional drawal of water depending on the condition prevailing at that time provided further that failure on the part of 'the First Party' will not be construed as breach of this Agreement. the sourcing point and allocation of water by DVRRRC is function-specific. The allocation shall, in no way, be utilized /misused by 'the Second Party' by sale of water to any other consumer or its sister concern (or any agency on its behalf) for any purpose whatsoever. in the event of any such act, the same will be construed as breach of the terms and conditions of this agreement on the part of 'the Second Party' as specified in clause-17


For MAITHAN STEEL & POWER LTD.
Authorised Signatory


Md. Omar
Executive Engineer (C)
Water, Tariff Cell
MRO'S Office, DVC, Maithon



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

Y 324857

AGREEMENT

Supply of Raw Water

For

Industrial Use

This Agreement is made on this ^{12th}.....Day of June-2019.

BETWEEN

DAMODAR VALLEY CORPORATION, a Corporation constituted under the Damodar Valley Corporation Act being Act No. XIV of 1948 (hereinafter referred to as "the said Act") and having its Headquarters of DVC Towers, VIP Road, Kolkata -700 054 in the state of West Bengal (hereinafter to as "the First Party", which term shall unless excluded by or repugnant to the subject or context include its successors-in-interest and assigns) of the ONE PART

AND

M/S. MAITHAN STEEL & POWER LIMITED, a Limited Company having their registered office at 9, A.J.C. BOSE ROAD, IDEAL CENTRE, 6TH FLOOR, KOLKATA, WEST BENGAL, PIN- 700017 in the state of West Bengal (Hereinafter referred to as "the Second Party" which term shall unless excluded by or repugnant to the subject or context include its successors-in-interest and/or permitted assigns) of OTHER PART.

Sal Mohan Chakravarty
For MAITHAN STEEL & POWER LTD.
Authorised Signatory

md. Omar
Executive Engineer (C)
Water, Tariff Cell
MRO'S Office, DVC, Maithon

01. **(b) PERMISSION :**

(i) The "First Party" who is seized and possessed of and is otherwise well and sufficiently entitled to the plots of land measuring Nil of DVC land, more particularly described in the drawing hereto annexed, hereby grants to the "Second Party" the right to use/build at his own cost, the intake works comprising the pump house supporting structures and approaches and also lay down pipes and other works on the above mentioned piece and parcel of land.

(ii) These structures and pumping installations shall be the property of the "Second party" and shall be maintained by them.

(iii) The "Second Party" shall apply to the "First Party" for extension of the license-period of the temporarily allotted piece of land for permissive possession/occupation for the specific use if applicable as mentioned hereinabove in Cl. 01.(b).(i) before expiry of every license-period/term of 11 (eleven) months as per the subsisting rules & regulations for temporary use/permissive possession/occupation. The "Second Party" hereby agrees to comply with all the existing terms and conditions as may be decided by the Corporation from time to time and agrees to pay the license fee as may be revised time to time without raising any dispute in this regard.

(iv) For the temporary use/occupation of the said Nil of DVC land, the second party shall pay the "First party" a license fee Nil @ Rs. 6/- sq.ft. per term of 11 (eleven) months from the date of permissive possession/occupation of the said land if applicable, is made over to the 'Second Party'.

The aforesaid license-period and the rate of license fee may be altered and /or revised and/or enhanced as per discretion of 'the FIRST party' and 'the SECOND PARTY' agrees to make the payments as per the revised rate as and when made applicable.

(v) The "Second Party" shall not be entitled to transfer or let out the said land to others without the consent of the "First Party".


(vi) The "First Party" shall not put up any structure of its own on the aforesaid piece of land without the consent of the "Second Party" which shall not be unnecessarily withheld.

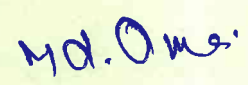
(vii) On the termination of the tenure of the temporary use and occupation period, the "Second Party" shall quit, vacate and deliver peaceful possession of the said land by removing the intake works built thereon and restoring it to its original condition at his own cost.

(viii) Neatness and cleanliness of the area occupied should be observed by the "Second Party"

02. **APPROVAL OF PLAN & DRAWING INSPECTION:**

The installation of the "Second Party" required for extraction of water at the point on the DVC Canal of DVC indicated in the said plan and Drawing shall be duly approved by the "First Party" before erection provided the "First Party" or its representatives duly authorized in that behalf shall, from time to time, and at all times be entitled to enter such installations of the "Second Party" for inspection.


For MAITHAN STEEL & POWER LTD
Authorized Signatory


Executive Engineer (C)
Water, Tariff Cell
MRO'S Office, DVC, Maithon

03. (a) **EXCESS DRAWAL :**

No drawal in excess of the water, as permitted shall be made by "the second party" without obtaining the specific prior written permission/approval of DVRRC and subject to such terms and conditions as "the First Party" may like to impose. Notwithstanding, whatever is mentioned in this agreement regarding excess drawal, it is hereby agreed and accepted by the second party that, for the quantities of water consumed in excess of the approved monthly drawal and for any other unauthorized drawal of water, sanctioned quantum will be charged @ normal rate plus overdrawal/unauthorized drawal in excess of sanctioned drawal on monthly basis will be charged @ 2 (Two) times the normal rate.

(b) **LESS DRAWAL:**

The less drawal of water by 10% or more of the agreement quantity during any 5 (five) consecutive years will automatically call for revision of the agreement quantity. The revised agreement quantity will be reduced to average of preceding 5 yrs' actual drawal, without making any further reference to the consumer incorporating the actual average drawal. However, the consumer may opt to apply to DVRRC for increase the quantity as per provision under Clause -1(a) hereinabove.

04. **MODE OF MEASUREMENT & METERS :**

For the purpose of measurement of the quantity of water extracted, the "Second Party" shall under this Agreement, with the prior Approval of the First Party, install at such points as may be indicated by 'the First Party', as many meters or as equal to the different type or types of uses of water so as to register the quantity of water for the purpose of determining the water drawal pattern (excess/less drawal) of the Second Party in such units of measurement as may be adopted by "the First Party"

from time to time provided that for the purpose of checking the accuracy of the meter/meters installed by "the Second Party", "the First Party" may install check meters or other mutually agreed upon check measures and "the Second Party" shall provide all facilities such as log book etc. required by "the First Party" for such installation or such check.

It shall be responsibility of the 'Second Party' to repair/rectify/replacement of meter/meters within a period of 30 days from the date of detection of the fault by either party. And that 'the second party' has to submit a report certified by the representative of the first party every year regarding their compliance with proper and satisfactory functioning of meter with proper logging of meter readings which will be given due importance during periodic review of water utilization by DVRRC. Non-compliance of above may tantamount to cancellation of water allotment.

The reading of the meters referred to above shall be jointly taken by the accredited representative of the consumer and Corporation on/or as near as practicable to the last day of each English calendar month or as decided by the corporation and the reading so taken shall be binding, final and conclusive between the consumer and the Corporation as to the quantity of water drawal by the consumer, provided that in the event of any meter being found defective and the quantity of drawal of water during the period when the meter was defective shall be determined, unless otherwise mutually agreed as detailed in clause 6 & 10 here-in-under.

For MAITHAN STEEL & POWER LTD.
Mohar Chakravarty
Authorised Signatory

Md. Omar
Executive Engineer (C)
Water, Tariff Cell
MRO'S Office, DVC, Maithon

05. **SEALING OF METERS :**

All meters referred to in the above mentioned Clause - 04 excepting the ones with automatic recorder on charts if any, shall be properly sealed on behalf of both the parties hereto and shall not be interfered with by either party except in the presence of the other party or its representatives duly authorized in that behalf.

06. **METER READING, INSPECTION & BASIS OF PAYMENT :**

The Control Valve House housing the meter/meters of 'the Second Party' shall remain in the custody of 'the second Party' and 'the First Party' through its representative duly authorized in that behalf shall at all times be entitled to enter the said Control Valve House and inspect the meter/meters. The meter reading shall be entered up daily at 9.00 hours in a register by the second Party or its representatives duly authorized in that behalf. The readings may be checked and attested by 'the First Party' or its representative duly authorized in that behalf, at convenient intervals

Provided that where it is not possible to record the quantity of water extracted for a particular use directly owing to the absence of a meter directly recording such quantity, the quantity extracted for such use shall be determined by taking the difference between the quantity recorded in the main meter, recording the total quantity extracted for all uses under this Agreement, and the quantity recorded for the other uses for which there may be direct meter/meters.

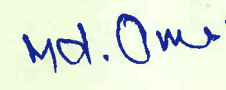
Provided further that if this meter/meters installed by 'the second party' for recording the quantity of water is/are out of order, the quantity of water extracted may be assessed by taking the average of the quantity extracted during the preceding 3 (three) months as per the reading of the meter/meters, provided further that nothing as aforesaid shall prevent the respective parties from arriving at a mutual settlement as regard the quantity of water extracted during the above period for the purpose of ascertaining excess/less drawal by the second party.

The basis of payment shall be the quantity of water extracted in a month. In other words, bills shall be raised monthly or quarterly or as decided by the corporation, based on the extracted quantity.

07. **QUANTITY OF WATER CONSUMED OR EXTRACTED :**

The Registers of meter reading referred to in the above mentioned Clause- 06 or the assessed quantity of water mutually agreed upon by and between both the parties hereto or the average of the quantity of water extracted during the three months as aforesaid or computed by taking the difference between the direct recording and main meter shall be the prima facie evidence of the quantity of water extracted by 'the second Party'.


For MAITHAN STEEL & POWER LTD.
Authorized Signatory


Executive Engineer (C)
Water, Tariff Cell
MRO'S Office, DVC, Maithon

08. PROPRIETARY RIGHT OF METERS AND UPKEEPMENT:

Meters as mentioned in the above mentioned Clause -04 shall be the property of 'the Second Party' and 'the Second Party' shall be liable for the upkeepment of the meter and for carrying out test once a year or more to the satisfaction of the First Party about the accuracy of such meter/meters.

09. ACCURACY OF METERS :

In the event of any dispute or difference between 'the First Party' and the Second Party as to the sufficiency or accuracy or state of repair or condition of the said meter or as to the quantity of water extracted through such meter, such difference or dispute shall be referred to and determined by an Engineer to be appointed by both the parties hereto.

10. BASIS OF ASSESSMENT IN ABSENCE OF METER :

(a) It is accepted and agreed by the 'Second Party' that the total quantity of consumption of water for the month shall be computed by the first party on the basis of actual drawal of water and the bills shall be raised on such quantity as referred to in Schedule-I & II. However, the Second Party is required to install and commission the meter(s) up to the satisfaction of the First Party for ascertaining excess/less drawal as referred to in clause 3.(a) & 3.(b) hereinabove.

(b) If at any time the meters installed for measurement of water extracted shall at any time, cease to register correctly or be removed for repair, calibration etc., then for the period until the said meters shall have been repaired replaced or otherwise adjusted as to register the quantity of water passing through it correctly, the quantity shall be computed as per proviso of clause 06 hereinabove. The First Party, however, shall be entitled to charge and 'the Second Party' shall be liable to pay for such quantity of water as mentioned in Schedule-II and the bills shall be continued to be raised by first party based on the **extracted** quantity as mentioned hereinabove.

Notwithstanding the bills shall be raised as per provisions contained in preceding cl. 10.(a) The Second Party shall make every Endeavour to get the meter repaired and installed to the satisfaction of the First Party within a period of 1(one) months.

11. BILLS & PAYMENTS:

(a) Bills & Tariff:

The price for supply of water shall be charged to the 'Second Party' in accordance with Schedule-I & the First Party's 'Schedule of Rates' as given in Schedule-II and other conditions in force from time to time, provided that any levy such as any Surcharge, Sales Tax, Octroi or any another amount by whatever other name called known or made by the Corporation, the state Government or any other competent authorities on quantity of water allocated to the 'the second Party' under this agreement, shall be paid by 'the second Party'.

For MAITHAN STEEL & POWER LTD.
Authorised Signatory

Md. Omar
Executive Engineer (C)
Water, Tariff Cell
MRO'S Office, DVC, Maithon

(b) Security Deposit: Applicable

The First Party may require the Second Party to deposit a Security Amount Rs. 8,74,905/- (Rs. Eight Lakh Seventy Four Thousand Nine Hundred Five) Only equivalent to water charges for three calendar months, considering quantity allocated in 0.396 (ZERO POINT THREE NINE SIX) MGD specified in Clause- 1(a) and given in the schedule -I annexed hereto and or as modified as per clause- 13 here-in-under and as per the prevailing water rate mentioned in schedule of rates in Schedule-II. The Second Party shall have to pay altered security amount if the quantity of allocation is changed by DVRRC as per the terms of this agreement and as and when the water rates are revised and notified to the second party from time to time during the tenure of this agreement. In the event of termination of this agreement such security deposit shall be refunded after adjustment of dues, if any, to the Second Party without any interest thereon.

(c) Periodicity of Billing:

Bills will be raised to the Second Party monthly/quarterly based on **actual drawal** or as decided by the Corporation as the case may be. It will be the responsibility of second party to make the aforesaid payment within the due date without raising any dispute in this regard.

(d) Mode of payment:

The 'second party' shall pay the bill amount to the first party's office at Kolkata by RTGS/Cheque/Demand Draft drawn on Kolkata Branch of any Nationalized Bank, payable to Chief Accounts Officer, DVC, Kolkata within within 30 days from the date of issue of the bill . The license fee, however, is to be paid by the second party as per terms mentioned in Clause- 1 (b).

(e) Provisional Billing for disputed bills:

In the case of any disputed bill(s) and or non-receipt/delayed receipt of bill, the second party shall collect the duplicate bill from the office of first party and make the payment immediately. However Delay Payment Surcharge, if applicable, as mentioned here-in-under in clause 11.(f) shall have to be borne by the second party. In case of disputed bills, the second party shall continue to pay full amount as per the bill raised by the first party. The necessary adjustment shall be done by the first party on resolution of dispute and/or differences.

(f) Delay Payment Surcharge:

If 'the second party' fails to make the payment of any bill amount within the due date, the second party shall pay the surcharge of 2.0 % per month on the amount of the bill from the due date of payment to the date of receipt of such amount in first party's office at Kolkata/ in Corporation's Account which shall be treated as date of payment. The rate of Delay Payment Surcharge is however liable to revision from such date as the Corporation may decide with prior notice of one month in writing to the consumer.

(g) Default in payment:

In the event any bill remaining unpaid for 60 days from the date of issue of the bill, the first party shall give the second party **7(Seven)** days' clear notice in writing of its intention to discontinue the supply of water and on the expiry of such period if the payment has not been received, 'the first party' may forthwith discontinue supply of water to the second party till the period the default continues. Such discontinuance of supply shall not be deemed as breach on the part of the Corporation to comply with any of the terms of this Agreement and shall not relieve the consumer of its obligations and liabilities under the Agreement.

For MAITHAN STEEL & POWER LTD.
Authorised Signatory

md. Omar
Executive Engineer (C)
Water, Tariff Cell
MRO'S Office, DVC, Maithon

(h) Resolution of Dispute on Bill Amount:

In the event of any dispute on the amount of the bill the consumer shall submit the in details indicating the reason/reasons for such dispute and the aforesaid dispute/disputes normally shall be resolved by mutual discussion and/or mutual exchange of written documents between the consumer and the Corporation through authorized representative within **30 (thirty) days** from the date of receipt of such reference made by the second party to 'the First Party'.

12. MODE OF SUPPLY UNDER NORMAL & ABNORMAL CONDITION:

Save as provided herein 0.396 (ZERO POINT THREE NINE SIX) MGD which, however, need not be continuous, throughout 24 hours, shall be available to 'the Second Party' provided that in case of draught or other unforeseen circumstances, force majeure or any other cause over which the First Party has no control, the First Party shall not be responsible for any diminution or discontinuance of supply on such occasions, but it shall restore the normal conditions of supply as soon as it reasonably can be done to the extent possible.

"The First Party" shall not be considered to be in default or in breach in supplying agreed quantity of raw water due to causes beyond the control of the "The First Party" such as acts of God, Natural Calamities, Civil Wars, Fire, Draught, Riot and acts of unsurpassed power, etc.

13. VALIDITY PERIOD OF QUANTUM OF WATER ALLOCATION:

Notwithstanding whatever is stated herein above, the allocated quantum of water for drawal by 'the Second Party' i.e. initial allocation of quantity (in MGD) by DVRRC shall remain valid for INITIAL AGREEMENT period of **5 (five) years**.

In case the average drawal by the second party during the initial agreement period of five years is **not below 90%** of allocated quantity, then the allocated quantity as specified in Clause- 1(a) shall be treated as the 'allocated quantum' of water for drawal by 'the second party' during the forthcoming period provided that the average drawal during last consecutive **5 (five) years** is **not less by more than 10%** of allocated quantity at the time of review by DVRRC.

In case the drawal is found **less by more than 10%**, the first party may reduce the quantum of allocation accordingly based on the average drawal. However, the second party shall have the liberty to apply for increasing the **re-allocated quantity** as per provision of Clause- 1(a). Any change in the allocated quantity after review by DVRRC Shall deem to replace the quantity of drawal specified in Clause- 1(a) and Schedule- I annexed hereto.

Fresh application for re-allotment of the earlier quantity of water for drawal by the second party, shall be required to be submitted by 'the Second Party' **twelve(12)** months prior to expiry of the initial agreement block of 5(five) years.

If the fresh application as above, is not submitted by 'the second party' in due time to the review committee of DVRRC, 'The first party' shall have the right to reduce ex-parte the re-allocation of water as decided by the committee as deemed fit for equitable distribution taking into consideration the average drawal by the second party during the preceding 5(five) years.

'The second party' hereby accepts and agrees to the aforesaid re-allocation of water without any dispute and the bills shall be raised on the basis of the **drawal quantity** in MGD.

For MAITHAN STEEL & POWER LTD.
Mohor Chatterjee
Authorized Signatory

md. Omar
Executive Engineer (C)
Water, Tariff Cell
MRO'S Office, DVC, Maithon

14. RULES & REGULATION:

'The Second Party' agrees to conform to and abide by all rules and regulations made by the First Party including guidelines for water allocation set by DVRRRC now in force and/or which may from time to time be made by the First Party consistent with this agreement relating to the extraction of water from the First Party's sources within the statutory limit of the said Act.

'The second party' shall ensure the optimal use of allotted quantum for the specific purpose and surrender the wasteful usage from the allotted quota. 'The second party' shall take all cares to avoid any untoward hydraulic conditions and undesirable changes in the river/supply channel.

'The second party' shall also ensure that the minimum flow in the river channel required for ecological balance is not interfered with. The Second Party shall take care that the intake structure and drawl of water, under no circumstance be detrimental to the safety and operation procedures of adjoining intakes/reservoir bridges both upstream & downstream of the intake point and also that the proposed intake is strong enough to be able to withstand floods in the river.

Notwithstanding whatever is stated in Clause-13 above, the review committee for allocation of water shall have prerogative to review periodically to reflect and incorporate the changes which take place in the realm of Water Resource Management.

"The Second Party" will ensure that the effluent water discharging out of the plant/industry will conform to the latest rules/bye laws/ regulations/prescribed water quality parameters by pollution control board of respective State Governments and/or Central Government.

Notwithstanding that the Corporation may not have acted on some previous breach, defaults or event of like nature on the part of the second party, it shall be lawful for the Corporation to enforce the terms and conditions of these presents in the event of a subsequent breach, default or event of like nature in all matters related to withdrawal of raw water by 'the Second Party'.

Any waiver by 'the First Party' of any breach of the terms and conditions of this agreement by the Second Party shall not constitute waiver of any subsequent breach of any other terms or conditions of this agreement.

15. DISPUTE OR DIFFERENCE & ARBITRATION:

Any dispute(s) or difference(s) arising out of or in connection with the agreement at any time between the 'First Party' and the 'Second Party' shall to the extent possible be settled amicably between the parties.

In the event of any dispute(s) or difference(s) whatsoever arising under the agreement or in connection therewith including any question relating to existence, meaning and interpretation of the agreement or any alleged breach thereof, the same shall be referred to the Secretary/CEO of Damodar Valley Corporation, Kolkata-700 054, to nominate Sole Arbitrator for settlement of disputes.

The Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification thereof or for the time being in force or the latest. The decision/judgment of the Sole Arbitrator shall be final and binding on both the parties. The cost of Arbitration shall equally be borne by both the parties. The venue of Arbitration shall be at Kolkata.

However, in case the 'Second Party' is a Central Public Sector Enterprise/Govt. Department, the dispute arising between the parties shall be settled through **Permanent Arbitration Machinery (PAM)** of the Department of Public Enterprise, Govt. of India as per prevailing rules.

All suits arising out of dispute(s) or difference(s) between the 'First Party' and the 'Second Party' are subject to jurisdiction of Court in the City of Kolkata.

For MAITHAN STEEL & POWER LTD.
Authorised Signatory

Md. Omar
Executive Engineer (C)
Water, Tariff Cell
MRO'S Office, DVC, Maithon
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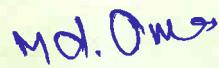
16. TENNURE OF AGREEMENT OR VALIDITY :

This agreement shall subject as hereinbefore provided be and remain in force for a period of **5 (five)** years initially from the date of commencement of supply under this Agreement and thereafter shall continue uninterruptedly under the existing terms and conditions until determined by either party after the expiration of the fifth or any subsequent year on giving **3 (Three) months'** prior notice in writing of such intention and at the expiration of such notice this Agreement shall absolutely cease and determine but without prejudice to the rights and remedies, if any, of either party which may have accrued or arisen hereunder in the meantime and provided that the Second Party shall on giving the First Party **3 (three)** months' prior notice in writing of such intention be at liberty at any time after the expiration of the fifth or any subsequent year to terminate this Agreement by making payment of the charges equal to water charges for one year as per Schedule of Rates (Annexed as Schedule-II) in force at that time.

17. TERMINATION :

If 'the 'Second Party' commits any breach of the terms and conditions of this agreement or if there is any default on the part of 'the second Party', 'the First party' will be at liberty to terminate this agreement upon one months' notice to 'the second party' without prejudice to the rights and remedies, if any, which may have accrued or arisen thereunder.


For MAITHAN STEEL & POWER LTD.
Mahesh Chandra
Authorised Signatory


Executive Engineer (C)
Water, Tariff Cell
MRO'S Office, DVC, Maithon

IN WITNESS WHEREOF THE PARTIES TO THESE PRESENTS HAVE HERE UNTO PUT THEIR
REPECTIVE HANDS AND SEALS EACH THE DAY AND YEAR FIRST ABOVE WRITTEN.

The Agreement along with Schedule of rates would come into effect on and from the date of
commencement of water supply.

उप-मुख्य अभियंता (असैनिक)
जल संसाधन, डी.वी.सी., मैथन
Deputy Chief Engineer (C)
Water Resources, DVC, Maithon

WITNESS

1. S.K. MAZUI
DEE (C) WR

2. MD. OMAIR (MD-OMAIR)
Executive Engineer (C)
(Name & Address) Water, Tariff Cell
MRO'S Office, DVC, Maithon

12/06/19

SIGNED, SEALED AND DELIVERED
FOR AND ON BEHALF OF
DAMODAR VALLEY CORPORATION

For MAITHAN STEEL & POWER LTD

Authorised Signatory

SIGNED AND DELIVERED
FOR AND ON BEHALF OF
MAITHAN STEEL & POWER LIMITED

Registered Office: 9, A.J.C. BOSE ROAD, IDEAL CENTRE,
6TH FLOOR, KOLKATA, WEST BENGAL, PIN- 700017

WITNESS

1. Paritosh Chatterjee (M.S.P.L.)
2. Anurag K. Sharma (M.S.P.L.)
(Name & Address)

SCHEDULE- I

[Referred to in Clause-1(a)]

Quantity of Water allocated by DVRRC for drawal by M/s MAITHAN STEEL & POWER LIMITED at P.O.- BONRA, P.S. - NETURIA, Dist-PURULIA, W.B., Pin- 723 121. P.O.- BONRA, P.S. - NETURIA, Dist-PURULIA, W.B., Pin- 723 121, 0.396 (ZERO POINT THREE NINE SIX) MGD From^{12th} day of June-2019 the date of commencement of water drawal:

[N.B.: The quantity of raw water allocation as revised by DVRRC from time to time as per the proviso of the agreement shall form the integral part of this agreement]

SCHEDULE- II

[Referred to in Clause-11]

SCHEDULE OF RATES(Effective from 1st October 2012)

FOR

INDUSTRIAL WATER SUPPLY

TIERS (Based on allocation by DVRRC)

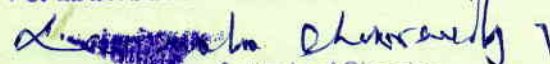
| Source Of Drawal | T-I | T-II | T-III | T-IV |
|--------------------|---------------|----------------|-----------------|----------------|
| | (Up to 5 MGD) | (5+ to 10 MGD) | (10+ to 20 MGD) | (Above 20 MGD) |
| | Rate per KL | Rate per KL | Rate per KL | Rate per KL |
| Reservoirs /Rivers | Rs. 5.40 | Rs. 5.50 | Rs. 5.60 | Rs. 5.70 |
| Canals / Ponds | Rs. 5.95 | Rs. 6.05 | Rs. 6.15 | Rs. 6.25 |

Note: 1) The Water Supply Bills shall be raised on the basis of actual drawal quantity as for all the consumers with the above tariff.

2) An incentive of 20% on the monthly billed amount will be allowed to those Industries who have taken appropriate measures for 'Zero Effluent Discharge'. The said incentive will be applicable only if the payments are made within due date and on production of requisite certificate from State Pollution Control Authority.

N.B. : Revised rate will be applicable as and when notified by the Corporation.

For MAITHAN STEEL & POWER LTD.



For and on behalf of

**MAITHAN STEEL & POWER
LIMITED**

Registered Office: 9, A.J.C. BOSE
ROAD, IDEAL CENTRE, 6TH FLOOR,
KOLKATA, WEST BENGAL, PIN- 700017

CHIEF ENGINEER

For and on behalf of

DAMODAR VALLEY CORPORATION
D.V.C., Maithon Dam, Dhanbad

Kolkata-700054

Performa of information to be submitted by the company**DETAILS OF THE COMPANY****A. DETAILS OF APPLICANT:**

| | |
|---|--|
| 01.Name in Capital Letters | Mr. KAUSHAL AGARWALLA |
| 02.Designation | DIRECTOR |
| 03.Relationship with Intending Consumer | DIRECTOR OF THE COMPANY |
| 04.Complete Postal Address | MAITHAN STEEL & POWER LIMITED, PO. BONRA, PS. NETURIA, DIST. PURULIA, W.B., PIN- - 723121. |
| 05.Telephone No. | 7477747478, 8637014656 |
| 06.FAX No. | |
| 07.E.Mail Address | mspl@maithangroup.com; plant2@maithansteel.com |

B. DETAILS OF THE WATER CONSUMER:**1****Details of Registered Office:**

| | | |
|-------------------|------------------|--|
| Registered Office | Postal Address: | 9 , A.J.C. BOSE ROAD, IDEAL CENTRE, 6TH FLOOR, KOLKATA, WEST BENGAL, PIN- 700017 |
| | Telephone No. : | 033 - 39877200 |
| | FAX No. : | |
| | E.Mail Address : | mspl@maithangroup.com; plant2@maithansteel.com |

2**Details of Contact Person:**

| | |
|-------|--------------------|
| NAME: | Mr. SUVAJIT SARKAR |
|-------|--------------------|

day For MAITHAN STEEL & POWER LTD
Mr. Sujoy Chakravarty
 Authorised Signatory

| | | |
|-----------------------|------------------|--|
| Contact Person | Postal Address: | MAITHAN STEEL & POWER LIMITED, 9 , A.J.C. BOSE ROAD, IDEAL CENTRE, 6TH FLOOR, KOLKATA, WEST BENGAL, PIN- 700017 |
| | Telephone No. : | 033-39877200, 8637014656 |
| | FAX No. : | 06540- 270082 |
| | E.Mail Address : | mspl@maithangroup.com; plant2@maithansteel.com |

3

Complete Billing Address:

| | | |
|------------------------|------------------|--|
| Billing Address | Postal Address: | 9 , A.J.C. BOSE ROAD, IDEAL CENTRE, 6TH FLOOR, KOLKATA, WEST BENGAL, PIN- 700017 |
| | Telephone No. : | 033-39877200, 8637014656, 7477747478 |
| | FAX No. : | 06540-270082 |
| | E.Mail Address : | mspl@maithangroup.com; plant2@maithansteel.com |

C.**DETAILS OF PROJECT/UNIT/PUMP LOCATION ETC.:**

| | |
|---|---|
| 01. Name of the Village/Place | P.O.- BONRA, P.S. - NETURIA, Dist-PURULIA, W.B., Pin- 723 121. |
| 02. Plot no. | 3001, 2976, 2990,3015 ETC |
| 03. Dag No. | 1875 |
| 04. Mouza Name & No. | BONRA |
| 05. J.L. No. | 105 |
| 06. Police Station Name & No. | NETURIA |
| 07. Name of Post Office with PIN | BONRA- 723121 |
| 08. District | PURULIA |
| 09. Postal Address of the Plant/ Unit site | P.O.- BONRA, P.S. - NETURIA, Dist-PURULIA, W.B., Pin- 723 121 |
| 10. Point of Water Withdrawal/ | Junut Ghat, Bhamuria, Near to PHE Pumping Station |
| Telephone No. | 7477747478 |

For MAITHAN STEEL & POWER LTD.

 Authorised Signatory

| | |
|---|---|
| FAX No. | |
| E.Mail Address | mspl@maithangroup.com; plant2@maithansteel.com |
| 11. Location of Water Treatment Plant | Within the Plant premises |
| 12. Location of Pumping Station | Junut Ghat, Bhamuria, Near to PHE Pumping Station |
| 13. Number of pumps installed | 2 Nos (1 Running & 1 standby) |
| 14. Capacity of pumps | 60HP |
| 15. Location of water meter | Junut Ghat, Bhamuria, Near to PHE Pumping Station |
| 16. Location of Intake point | Junut Ghat, Bhamuria, Near to PHE Pumping Station |
| 17. Quantum of water withdrawal in MGD (approved by DVRRRC) | 0.396 (ZERO POINT THREE NINE SIX) MGD |
| 18. Date of Commencement of water withdrawal from pumping station (to be filled up later) | To be communicated in advance |

D.

DETAILS OF RAW WATER USAGE:

(Attach Separate sheet, if necessary, giving details):

| | |
|------------------------|-------------------|
| (1) Industrial Purpose | DRI |
| (2) Industrial Purpose | Ferro Alloys |
| (3) Industrial Purpose | Captive Power Pla |
| (4) Industrial Purpose | Iron Ore Washery |
| (5) Industrial Purpose | Sinter Plant |

For MAITHAN STEEL & POWER LTD.
Ray Mahan Chakravarty
 Authorised Signatory
 Signature with full name of person

signing the Agreement & Stamp/ Seal of Company



DAMODAR VALLEY CORPORATION

P.O-MAITHON DAM,

Tel No. (06540) 279402/279683/279445; Fax No. 06540-274313

ANNEXURES

ENCLOSURES FORMING THE PART OF THE AGREEMENT:-

Annexure (1) to (4) mentioned below and annexed hereto shall form the integral part of this Agreement:-

- | | |
|------------------|--|
| (1) ANNEXURE-'A' | Schedule -I & Schedule -II |
| (2) ANNEXURE-'B' | Detail of the Company |
| (3) ANNEXURE-'C' | MD/DVRR/WA-6(PART-VIII/MAITHON STEEL & POWER LTD./2019/657-62 dated 08.03.2019 of Member Secretary, DVRR, CWC, Maithon |
| (4) ANNEXURE-'D' | MRO/Water Tariff/183 dated 26.03.2019 of Deputy Chief Engineer (C), Water Resources, DVC, Maithon |

For MAITHAN STEEL & POWER LTD.

[Signature]
Authorised Signatory
For and on behalf of

**MAITHAN STEEL & POWER
LIMITED**

Registered Office: 9, A.J.C. BOSE
ROAD, IDEAL CENTRE, 6TH FLOOR,
KOLKATA, WEST BENGAL, PIN- 700017

[Signature]
12/06/19

CHIEF ENGINEER
मुख्य अभियन्ता (सिविल)
सहायक अभियन्ता (सिविल)
Chief Engineer (Civil)
D.V.C., Maithon Dam, Dhanbad

DAMODAR VALLEY CORPORATION

Kolkata-700054