



Registration and Stamp Department

Madhya Pradesh

duplicate

Certificate of Stamp Duty

E-Stamp Details

E-Stamp Code: 01010519022024004888
Total E-Stamp Amount: 500
Govt. Stamp Duty (Rs.): 500
Janpad Duty (Rs.): 0
Exempted Amount(Rs.): 0
Municipality Duty (Rs.): 0
Upkar Amount (Rs.): 0
E-Stamp Type: NON-JUDICIAL
Issue Date & Time: 19/02/2024 12:49:59
Service Provider or Issuer Details: Bindu Varughese/SP010541709201600048
SP/SRO/DRO/HO Details: Shop No. 2, Tawa Complex, Bitten Market, Bhopal - 462016 HUZUR BHOPAL

Deed Details

Deed Type: Agreement or Memorandum of an agreement
Deed Instrument: If not otherwise provided for- Five hundred rupees.
Purpose: AGREEMENT

First Party Details

Organization Name: OSD CONTROL BOARD FOR MAJOR PROJECTS
Address: WATER RESOURCE DEPARTMENT BHOPAL BHOPAL Madhya Pradesh INDIA
Number of Persons: 1

Second Party Details

Organization Name: SASAN POWER LIMITED
Address: SINGRAULI SINGROLI Madhya Pradesh INDIA
Number of Persons: 1

AGREEMENT

AGREEMENT FORM FOR SUPPLY OF WATER TO

Sasan Power Ltd., Distt. Singrauli (M.P.)

Form-7A

(See Rule 71-A)

This agreement made on this day 27th of February 2024 between the Governor of Madhya Pradesh, acting through Officer On Special Duty(Executive Engineer, Control Board For Major Project Water Resources Department, Bhopal (M.P.) (hereinafter referred to as M.P.W.R.D.) which expression shall where the context so admits, includes his successors assigned in office of the first part and Sasan Power Ltd., Distt. Singrauli (M.P.) a company registered under the Indian Companies Act 1955 (No. 1 of 1956) and having its registered office Reliance Center, 19, Walchand Hirachand Marg, Ballard Estate Mumbai-400001 herein after referred to as "the Company", which expression shall unless excluded by or be repugnant to context meaning thereof be deemed to include its successors assigned of the other part.

Digitally signed by Bindu Varughese
Date: 2024.02.19 12:50:03
IST

Bindu Varughese
Officer on Special Duty
Control Board for Major Project
Water Resource Department
M.P. Bhopal

For Sasan Power Limited

[Signature]
Authorised Signatory

Whereas the company has applied to the Government for permission to draw 70 MCM per year / 191780.82 Cum. of water per day from the **Rihand Dam** (hereinafter referred to as "the said natural or Government water source") for the use by the Company's **3960 MW Sasan Ultra Mega Power Project Plant** to be located at **Distt. Singrauli, M.P.** (herein after 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 vide letter no. वृपनिमं./31/तक/रा.स्त.-87(बी)/ 2006/63-64, दिनांक 17/02/2022 and vide letter no. वृपनिमं./31/तक/रा.स्त.-87(बी)/ 2006/509-510, दिनांक 29/09/2023 to grant the aforesaid permission (Originally 172.71 MCM/Year Water was allocated vide letter no. सीबी/31/2006/रा.स्त.-87/518-519, दिनांक 29/06/2006, which was reduced to 112.26 MCM/Year vide letter no. वृपनिमं./31/तक/रा.स्त.-87(बी)/2006/739-740, दिनांक 25/08/2014 from 01/06/2014 and further reduced to 85 MCM/Year vide letter no. वृपनिमं./31/तक/रा.स्त.-87(बी)/2006/521-522, दिनांक 12/05/2017 from 01-07-2016 and reduced to 70 MCM/Year from 01-01-2022) to the Company to use water from the said Government source 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. 15,70,75,417/- (Rs. Fifteen Crores Seventy Seven Lakhs Seventy Five Four Thousands Seventeen)** only being the water rates and local fund cess for the quantity of water to be drawn by the company in three months (Water allocation fees equivalent to the amount of one month water tax and cess on the annual allocated quantity of water i.e., 172.71 MCM/Year at the rate applicable in year 2013 when Sasan Power deposited the advance water charges and security amount equivalent to the amount of two months charges of water tax and cess on the annual allocated quantity of water i.e. on 70 MCM/Year at current water rate in cash) as per Rule No.71-A(3)(a)&(b) of Madhya Pradesh Irrigation Rules 1974.

And whereas it has been agreed that the said Sum of **Rs. 7,79,16,667/- (Rs. Seven Crores Seventy Nine Lakhs Sixteen Thousands Six Hundreds Sixty Seven)** only deposited by the company against security amount shall not bear any interest (security amount equivalent to the amount of two months charges of water tax and cess on the annual allocated quantity of water).

Now this agreement witnesseth 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 70 MCM per year / 191780.82 Cum. of water per day** from the said natural or from the government water source to the company's said plant for term of 30 (Thirty) years commencing from **the 27th of February 2024** on the terms and conditions herein contained. The permission hereby granted shall be subject to the provision of Madhya Pradesh Irrigation Act, 1931 (3 of 1931) amendments thereof and M.P. irrigation rules 1974 amended thereof and further any executive orders issued in this behalf by the Government from time to time and for the time being in force.


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Water Resource Department
M.P. Bhopal

For Sasan Power Limited

Authorised Signatory

- (2) The Company shall pay to the Government water rates for water drawn by it from said natural or Government water source at the rates fixed by Water Resources Department Gazette Notification No. F-35-43-Madhyam-31, Bhopal, Dated 29-10-2021 which is **Rs. 8.00 (with 5% increase per annum from 1st January 2022) per Cum.**

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 drawl 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 Local fund cess or any other tax at the rates as fixed by the Government from time to time. Government here by reserves the right to revise the rates from time to time the said water rates and the local cess or other taxes to be paid by the company and the company shall pay such revised water rates and local cess or other taxes as may be fixed by the Government from time to time. Excepting the circumstances or short water supply specified in clause (15) the company shall in any event, pay water charges for at least 90% of the quantum of water allowed (as per the effective dates and quantum shown in para 24.3 of this agreement) to be drawn by it though the actual quantity of water 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 pick up weir, barrage, dam, dug well, tube well 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 Sadhikar samiti. The decision of Sadhikar samiti shall be final.
- (4) In the event of any emergency interruption in the water supply to the said Government water source resulting from a non Government Act (such as sudden reduction in inflow) the Executive Engineer shall give immediate written notice to the company. Upon receipt of such notice the company shall have no right to be compensated for any cessation in water supply nor will the company have any liability for payments for water charges, local fund cess or taxes, except those amounts then 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 the provided by the Government hereunder.
- (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 responsible for such non supply or inadequate supply of water as 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 local fund cess or other taxes, except those pertaining to water already received by the company for which payment is due and


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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/corporation shall pay adequate compensation to any 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 natural/Government water source 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 to any other consumer in the event of any such sale of water by the company without prejudice to the Government's rights to revoke this license and the Government shall be entitled to recover from the company, the proceeds of such sale of water realized by the company.
- (8) The permission hereby granted shall not in any manner prejudicially affect the existing water rights vested in the upstream riparian owners nor shall it in anyway prejudice Government's right to hereafter launch or implement any new scheme or schemes of its own act, on or in connection with the present source of the said natural/Government water source. However Government of Madhya Pradesh hereby assures that any other water rights granted by them for the purpose of irrigation or any other industrial purposes shall be granted in a 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, viz, pick-up weir, barrage, reservoir, dam, dug well, tube well and lifting arrangements etc. in the said water source 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.
- (10) The arrangements for measurements of water drawn by the company from the 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 No.2, Singrauli**, Madhya Pradesh (hereinafter referred to as the 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 to 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 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 the affluent (Discharge of water after use) for all the impurities ferrous and other chemicals and shall appropriately purify the water as per


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given to or served upon the company if it is sent by registered post or delivered at the registered office of the company.

- (19) If the company commits a breach of any of the terms and conditions hereof, Government shall be entitled to terminate this agreement and there upon the company shall discontinue to draw water from the said natural 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.
- (21) The cost and incidental charges incurred in the execution of this agreement including stamp duty shall be borne and paid by the company.
- (22) Order No सीबी/31/2006/रा.स्त.-87/518-519, दिनांक 29/06/2006 of Secretary, Control Board for Major Projects, Govt. of M.P. Water Resources Department, Bhopal and वृपनिमं./31/तक/रा.स्त.-87(बी)/2006/739-740, दिनांक 25/08/2014 & order No. वृपनिमं./31/तक/रा.स्त.-87(बी)/ 2006/521-522, दिनांक 12/05/2017 of Chief Engineer(BODHI) & Member Secretary, Sadhikar Samiti, Govt. of M.P. Water Resources Department, Bhopal and order No.18-1/91/मध्यम/31/ 797, Dated 30-11-2010 of Secretary, Control Board for Major Project and M.P. Gazette Notification (Extra Ordinary) No. 18-1-91-मध्यम-इक्तीस-626, Dated 22-06-2013 and M.P. Gazette Notification (Extra Ordinary) No. 18-1-91-मध्यम-इक्तीस-619, Dated 31-08-2016 of Deputy Secretary, Govt. of M.P. WRD and Water Resources Department Gazette Notification No. F-35-43-Madhyam-31, Bhopal, Dated 29-10-2021 (for water allocation and executive instructions etc.) will also form the part of this agreement.
- (23) **SETTLEMENT OF DISPUTES:**

(a) **Mutual Discussion** – the parties to this agreement agree that all disputes touching upon or arising out of this agreement including interpretation of any of the 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 panel shall be final and binding on the parties.


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(24) **SPECIAL CONDITIONS:-**

- 24.1 If the Company fails to start industrial production within 48 months from the date of issue of water allocation order (Dtd. 01-01-2022), then the Company shall pay water tax equivalent to 5% of the water tax and cess payable on the annual allocation of water. However, the Company will have the option of depositing the above fees on a monthly basis or in a single annual installment.
- 24.2 If in case, the Company fails to start industrial production up to 72 months from the date of issuance of water allocation order (Dtd. 01-01-2022) or the authorized extended period therefor, then the water allocation order shall be deemed to be cancelled and the security amount deposited by the company mentioned in Para 4 and clause no. 13 of this agreement shall stand forfeited.
- 24.3 It is hereby agreed that the Company will have an option to fix different dates for commencing industrial production in different units at this location. The details of agreed programme and water utilization (the period between two successive dates shall be six months or less) is given below:-

S. No.	Effective date of water drawl	Programme for Commissioning of units		Agreed quantity of water drawl per month in Cum.
		No. of Units agreed to be commissioned and their water requirement per unit	Total no. of units under operation and total water requirement	
1	2	3	4	5
1	01-01-2022 (Unit already in operation)	All 6 th unit (660MW) - 191780.82 Cum/Day (70 MCM/Year)	All Six units (660MW)- 191780.82 Cum/Day	5833333 cum/month

Note – The company will have to pay the water charges as per water drawl schedule Shown in above table & as per the provisions made in M.P. Gazette Notification (Extra Ordinary) No. 18-1-91-मध्यम-इक्कीस-626, Dated 22-06-2013 and M.P. Gazette Notification (Extra Ordinary) No. 18-1-91-मध्यम-इक्कीस-619, Dated 31-08-2016.

- 24.4 If the company fails to start production in successive units as shown in the table above, then the water tax and cess will be charged at the rate of 90% of the total quantity of annual allocated water.
- 24.5 On starting of the industrial production the company may convert the security amount, deposited by the company mentioned in Para 4 and clause no. 13 of this agreement, and deposit the amount equivalent to two months water tax and cess as bank guarantee and the deposited security amount may be adjusted in current monthly water bills.


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Control Board for Major Project
Water Resource Department
M.P. Bhopal

For Sasan Power Limited


Authorised Signatory

IN WITNESS WHERE OF Sunil Girwal, Officer On Special Duty (Executive Engineer), Control Board for Major Project, Water Resources Deptt. Bhopal (MP), has for and on behalf of the Governor of Madhya Pradesh hereto set his hand and affixed the seal of the office and the common seal of the Officer On Special Duty (Executive Engineer), Control Board for Major Project, Water Resources Deptt. Bhopal (MP) has been here up to affixed on the day and year first herein above written.

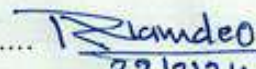
SIGNED  27/2/24
Officer on Special Duty
Control Board for Major Project
Water Resources Department
M.P. Bhopal

SEALED

DELIVERED

(by Sunil Girwal, Officer On Special Duty (Executive Engineer), Control Board for Major Project, Water Resources Deptt. Bhopal (MP) for and on behalf of the Governor of Madhya Pradesh in the presence of

(1)  27/2/24
Randhir Singh Bhaduriya

(2)  27/2/24
Rajendra Kumar Namdeo
office of the C.E. Bodhi


(THE COMMON SEAL OF Sasan Power Ltd., Distt. Singrauli (M.P.) was pursuant to the resolution of the Board of the Directors of the company dated the 03/03/2023 and Mr. Henry Christopher, Authorised Signatory of the company who in token thereof have here to set their respective hand in presence of)

Witness:

Signature

For Sasan Power Limited

 27.02.24
Authorised Signatory

(1)  (Prabhu Dixit)

(2)

