

**WATER SUPPLY AGREEMENT**

This Agreement is made and executed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between the Telangana State Industrial Infrastructure Corporation Limited (TSIIC Ltd) Hyderabad a wholly owned undertaking of Government of Telangana State, a company registered under the Companies Act, 2013 having its registered office at No. 5-9-/58/B, Parishrama Bhavanam, 6<sup>th</sup> Floor, Fateh Maidan Road, Basheerbagh, Hyderabad - 500004, Telangana State having a Zonal Manager, ..... Zone at ....., represented herein by its IALA Commissioner / Executive Officer, Telangana State Industrial Infrastructure Corporation - Industrial Area Local Authority (TSIIC-IALA) hereinafter called the TSIIC-IALA which term shall under the context otherwise requires shall mean and includes its administrators and assigns:

AND

M/s ....., registered office situated at ..... represented by its \_\_\_\_\_ (Authorized Signatory) \_\_\_\_\_ herein after called the Consumer which term unless the context otherwise requires shall mean and includes its administrators and assigns:

The main objective of the TSIIC-IALA / Corporation is to develop Industrial areas with Infrastructure facilities and offering the Developed Plot to entrepreneurs for setting of their Project. Water supply is also arranged by the TSIIC-IALA / Corporation to the Industrial units set up on the Industrial Area for Industrial use drawing water sources like ground water, river, water supply and Sewerage Board / Local Bodies as the case may be.

Whereas the consumer who is running a ..... at Plot No. ...., and applied to the TSIIC-IALA / Corporation for sanction of Water requirement to the premises for Industrial Use and agreed to obtain water supply from the TSIIC-IALA / Corporation duly adhering to the TSIIC-IALA / TSIIC Limited Water Supply Guidelines imposed on it by the TSIIC-IALA / Corporation from time to time.

AND WHEREAS it is agreed that the TSIIC-IALA / Corporation shall supply ..... KL of water per day to M/s ..... on the basis of application submitted by them to HMWS&SB. It was further agreed that TSIIC-IALA / Corporation will draw water from HMWS&SB or any other source as the case may be and supply to M/s ..... M/s ..... have paid the connection charges and other charges amounting to Rs. ..../- to TSIIC-IALA as per demand raised.

**NOW THIS AGREEMENT WITNESSETH AS UNDER:**

- 1) In consideration of the consumer having agreed to pay the TSIIC-IALA / Corporation the Charges as fixed by the TSIIC-IALA / Corporation from time to time for arranging water supply and agreed to fulfill and comply / adhere to the terms and conditions stipulated from time to time, the TSIIC-IALA / Corporation hereby agreed to arrange Water Supply to the consumer subject to the following conditions.
- 2) The present rate of water tariff is Rs. -----/- per kiloliter which is subject to revision by the corporation from time to time with or without notice to the Consumer and the same shall be payable by the consumer.
- 3) The authorize quantity of water that could be drawn by the consumer is ----- Kilo Liters per month and Security Deposit equivalent to two months of the authorized quantity charges at the current rate i.e; sum of Rs. ----- -/- (in words) was deposited by the Consumer on online dt ----- . The consumer has also paid an amount of Rs. -----000/- (Rupees ----- only) towards non-refundable deposit online vide dated - -20 . The differential amount towards Security Deposit is payable by the consumer as and when the tariff is revised by the TSIIC-IALA / Corporation from time to time.

- 4) The consumer shall pay minimum 60% of the charges of the authorized quantity or the actual consumption of water recorded by meter fixed on the service (supply) main whichever is higher every month including for the periods during which water supply connection remains disconnected for whatever reason till the supply is reconnected.
- 5) If the water is consumed in excess of the authorized quantity sanctioned to the consumer, surcharges of 100% over the agreed rate will be levied for such excess quantity by the consumer.
- 6) The Security Deposit shall bear no interest and shall be refundable duly deducting the water charges dues, dis/re-connection charges, road cutting charges, damages etc., payable to the TSIIC-IALA / Corporation.
- 7) Where water supply is drawn from HMWSSB all the charges payable to HMWSSB will be apportioned based on volume of connection and payable by the consumer as per demand letter before giving connection.
- 8) Sewerage cess shall be paid by the consumer as per HMWSSB tariff along with monthly water supply charges.
- 9) Every effort will be made by the TSIIC-IALA / Corporation to issue the bills (demand notices) as early as possible after commencement of each month. At least before (5<sup>th</sup>) day of succeeding month and if the consumer does not receive his bill in time he shall apply to the concerned IALA Commissioner / Executive Officer and obtains a copy thereof and on receipt of particulars shall make the payment within (15<sup>th</sup>) day of the month positively.
- 10) The consumer shall obtain water supply from the service connection mains and a water meter shall be fixed at his expenses. The consumer shall meet the cost of maintenance, repairs and replacements watch and ward and testing of meter when found necessary. The meter shall be under the control of the TSIIC-IALA / Corporation but the consumer shall be permitted to have access to it by the Zonal Manager / Executive Officer. The representatives of the TSIIC-IALA / Corporation will have free access to the premises where the water meter is located without any hindrance caused by the consumer.
- 11) The consumer shall maintain the meter properly and ensure that it is always in good working condition. If the meter is found to be out of order, lost, damage at any time, the Consumer shall pay water charges on the maximum quantity of water supplied during any month in the preceding six months when the meter was working satisfactorily for the first month of the meter being not repaired, replaced and thereafter he shall be charged at double the rate of charges provided that the total period of un-metered supply shall not be more than two months and thereafter the supply will be disconnected without any notice.

- 12) The Consumer shall obtain water connection strictly as per the sanctioned key plan approved by the TSIIC-IALA / Corporation showing the proposed laying of pipeline from the main up to the point at which the supply is proposed to be taken by him at his premises. The work should be carried out by the plumber authorized by the TSIIC-IALA / Corporation using approved diameter GI Pipe of BIS certification and strictly as per the plan sanction by the corporation.
- 13) The Service pipe line and the alignment of the same shall not be altered changed or meddled with, without first obtaining prior written permission from the TSIIC-IALA / Corporation.
- 14)
- a) The water charges shall be paid promptly, and any default in payment of the charges for one month, the supply will be disconnected without any notice.
  - b) In case of payment by cheque, the date of payment will be the actual date of realization of cheque and not date or the date when it was received / delivered at the concerned field officer of the TSIIC-IALA / Corporation. Any payment of the charges (like collection charges) or other penalties as a result of the delay in realization of the cheque will have to be paid by the consumer.
  - c) Amounts paid by the consumers shall be appropriated first against interest and balance if any towards water charges and other charges.
  - d) The consumer shall pay water charges on online in favor of TSIIC-IALA (Water Supply), ----- payable at the place where concerned field office IALA Commissioner / EO is located.
  - e) If the cheques issued by the consumer towards payment of water charges are dishonored, the TSIIC-IALA / Corporation will be entitled to take action u/s 138 of the Negotiable Instrument Act against the consumer including disconnection of water supply.
  - f) The meter shall be got repaired by the consumer through the repairer and tested by the agency approved by the TSIIC-IALA / Corporation and fixed within a period not exceeding two months from the date it has gone out of order failing which water supply shall be disconnected without notice.
  - g) The consumer shall pay for any damage or leakage done to any pipe connection or fittings pertaining to the TSIIC-IALA / Corporation, either willfully or negligently.

15) The consumer shall pay the following charges as per water supply guidelines for new connection / reconnection.

**PRESENT CHARGES:**

- a) Road Cutting Charges :
  - b) Disconnection charges
  - c) Reconnection charges
- } (As per Annexure-I)

16) Every effort will be made to supply water at the fixed hours. The TSIIC-IALA / Corporation is not liable for damages etc. if any suffered by the consumer due to any disruption / discontinuance in supply because of break down in machinery, repairs and maintenance works or any other reason.

17) Interest (presently 16% or as applicable from time to time) and at such rate as may be fixed by the TSIIC-IALA / Corporation from time to time shall be charged for the delay in payment of water charges and other charges due to the Corporation.

18) No allottee, occupant or consumer shall arrange water supply either directly or indirectly to others whether for payment or otherwise.

19) The water supply is also liable for disconnection even if any other dues are outstanding on account of plot cost ORS, HP, Rental or Property Tax or such other dues payable to the Corporation on any account in respect of the same premises occupied / held by the consumer.

20) Issue of proceedings for water supply connection and conclusion of Agreement, if the consumer does not draw water within one month from the date of issue of such orders, then the consumer shall be liable for payment of water charges at 60% of the authorized quantity after a lapse of one month from the date of agreement.

21) In the event of the TSIIC-IALA / Corporation coming to the conclusion that the consumer has committed breach of any of the covenants under this agreement, the TSIIC-IALA / Corporation may terminate this agreement by giving 15 days notice in writing to the consumer in that behalf and on the expiry of the period of such notice, this agreement shall stand terminated without any further act or deed and in that event entire dues, charges, interest, expenses, if any shall become payable at once by the consumer to the TSIIC-IALA / Corporation.

22) The amount of Security Deposit is liable to be forfeited by the TSIIC-IALA / Corporation if the consumer commits breach of any of the Covenants agreed upon herein.

23) The water supply is also liable for disconnection and the Security Deposit is also liable to be forfeited by the Corporation if the Water Supply Connection is provided with any electrical motor / diesel motor / hand pump.

24) The TSIC-IALA / Corporation shall be entitled to impose any other conditions at any time without prior Notice to the consumer and the same shall be read as part and parcel of this agreement and shall be binding upon the consumer.

25) The TSIC Water Supply Guidelines from time to time shall always be read as part and parcel of this agreement.

26) In all matters of doubts and disputes concerning this agreement, the decision of the IALA Commissioner / Executive Officer of the TSIC-IALA / Corporation shall be final and binding upon the consumer.

In witness here of the TSIC-IALA / Corporation through its Executive Officer and the consumer have signed this agreement out of free will and full consent on the date and at the place herein above first written in the preserve of the following

1. WITNESSESS: for and on behalf of TSIC-IALA, -----

2. IALA Commissioner / Executive Officer

1. WITNESSESS: for M/s -----

2. (Authorized Signatory)

  
Vice Chairman & Managing Director