

**AGREEMENT FOR THE SUPPLY OF WATER FROM THE WATER SUPPLY SCHEME, SIPCOT
INDUSTRIAL PARK, ORAGADAM**

This agreement made at SIPCOT Industrial Park, Oragadam -----th day of -----(Month)
Two thousand and eight between **STATE INDUSTRIES PROMOTION CORPORATION OF
TAMILNADU LIMITED (SIPCOT)** having its Registered Office at 19-A, Rukmani Lakshmipathy Road,
Egmore, Chennai-600 008 and represented by its :

----- (hereinafter called "SIPCOT" which expression shall unless the context, otherwise
requires include its successors, Administrators and assigns) of the **ONE PART:**

AND M/S. ----- a company registered under the Companies Act 1956 having its
Registered Office at -----,

----- represented by its Managing Director Thiru ----- Son of Thiru -

----- (hereinafter called the allottee which expression shall unless the context otherwise requires
include their successors, administrators, legal representatives and assigns) of the **other part,**
witnesses as follows:

The **ALLOTTEE HAS REQUESTED SIPCOT** to supply water from the water supply
system at the Industrial Park, Oragadam and SIPCOT agrees to supply water to the allottee for
the industry set up by them in SIPCOT Industrial Park from the date of this agreement on the
terms and conditions hereinafter mentioned. SIPCOT is at liberty to cancel or modify any or all
of the conditions hereinafter mentioned after giving a notice of 15 days to ensure equitable
distribution of water and to safeguard the general interests of the allottees in the Park.

Now this Deed witnesseth as follows:

1. The pumps and pipelines upto the termination receiving point of the allottee shall be
installed by SIPCOT at its cost and they shall always remains the property of SIPCOT.
2. SIPCOT shall man and run these pumps and maintain the pumping mains connected
therein including pump-houses and their sites and the same shall always remain the property
of SIPCOT.

8/20/2009

3. The cost of maintaining and repairing the said installation due to normal wear and tear shall be borne by SIPCOT.
4. The water will be delivered as available from the infiltration wells/ borewells/ open wells.
5. Water will be supplied at the receiving point of the allottee from Over Head Tank/ sump or Well of SIPCOT upto a limit of ----- litres per day on a 16 (sixteen) hour basis daily.
6. The water will be delivered into the receiving point of the allottee from where pumping for the use of Factory will be the responsibility of allottee, SIPCOT and its Officers and servants will have free access to inspect and check the arrangements made at the delivery point.
7. The rate of pumping of water shall not normally exceed ----- litres per day and the allottee shall make arrangements to receive and design the internal system with adequate capacity, pressure, etc.
8. The allottee shall not interfere with the actual pumping of working of the scheme in any way. The allottee shall use the water only for the purpose of the project for which the land is allotted including construction work. The water supply should not be used for maintenance of lawns, gardens etc. The water supplied should not be supplied to other units or outsiders, either on charge or free of cost.
9. Every attempt will be made by SIPCOT to supply water on a 16(sixteen) hour basis but in case of breakdown in the supply, the allottee shall make their own arrangements for supply (by having recourse to storage sumps of the allottee system itself upto a minimum period of 24 hours) and SIPCOT shall not be liable to pay any compensation, damages, etc., on that account and for its failure to keep up continuous supply to its industry.
- 10.(A) For the purpose of recovering charges from the allottee the water consumed by it shall be measured by water meter as herein provided, and the readings of the meters made by SIPCOT or its Officers shall be binding upon the allottee.

(B). Water meter shall be installed by the allottee in the pipeline connecting the water supply with the allottee and the maintenance of water meter shall be carried out by the allottee. The water meter shall be checked and recalibrated from time to time by the allottee to

the satisfaction of SIPCOT.

(C) The readings will be taken on the last day of every month or at convenient intervals as deemed necessary by SIPCOT. The readings shall be final and binding on the allottee.

(D)(i) When the water meter goes out of order in any month, on any day, the water charges for the particular unit, will be worked out for the number of days, the water meter goes out of order proportionately on the highest monthly consumption of a particular month in the preceding 12 months when the water meter was functioning and the unit was working subject to minimum as fixed as per Clause No.11.a.

(ii) The allottee shall inform SIPCOT immediately in case the water meter goes out of order.

(iii) The allottee must replace the water meter within 21 days from the date on which the meter goes out of order.

(iv) In case, the allottee has not replaced or repaired the water meter, even after 90 days, SIPCOT will have the option, to disconnect the water supply, after giving 7 days notice.

11.(a) The charges for the quantity of water drawn by the allottee shall be payable at the rate as fixed from time to time by SIPCOT and subject to such minimum charge as may be fixed by SIPCOT.

(b) The allottee has to remit at the rate of Rs..17,500/- per 1000 litres of water for the allocated quantity towards the recovery of 50% of the capital cost of the water supply system at the time of execution of the water supply agreement and the balance will be recovered on annuity basis along with the recovery of operating expenses every month..

12. The payment of water charges for each month at the rate specified in clause 11(a) shall be paid by cheque on a local bank or by Demand Draft within 15 days of the receipt of the bill. Representations or errors or omissions, if any, in the bill can be made only after payment of the amount as per bill. If the allottee fails to pay any bill within the stipulated period, water supply will be disconnected on the 22nd day from the date of receipt of bill.

For any payments made after 15 days from the date of receipt of bill interest at 15.5% per annum or at such other rate as may be fixed by SIPCOT from time to time will be charged and collected.

13. Any tampering with the water supply system including unauthorised drawal of water or causing damage to SIPCOT installations or tampering with water meters will entail disconnection of water supply and cancellation of this agreement..
14. If the water supply is disconnected by SIPCOT for any reason, representation for reconnection of water supply will be entertained only subject to the following:
- (i) The allottee has rectified all the lapses for which the water supply was disconnected.
 - (ii) The representation is accompanied by proof of payment of all arrears due as per this agreement and as per the lease deed for the plot including interest upto the date of representation.
 - (iii) The representation is accompanied by proof of payment of reconnection charges at such rate as may be fixed by SIPCOT from time to time.
 - (iv) The representation is accompanied by proof of payment of charges at the rate of Rupees one thousand for every seven days or part thereof for the disconnected period. If the disconnected period exceeds a month the minimum charge prescribed by SIPCOT as per Clause 11(a) shall be paid for the month/months and for the balance days the rate of Rs.1000/- for seven days or part thereof has to be paid.
15. SIPCOT shall give atleast 24 hours notice for any disruption in supply of water to the allottee except due to the natural calamities or any other situation beyond the control of SIPCOT. When such prior intimation could not be given by SIPCOT will not be answerable to any loss or claim for damages on account of such stoppage of supply.
16. SIPCOT, shall be at liberty to connect any other sources of water supply to the pipe line installations at the allottee and on request from the allottee shall also provide all information regarding the quality of water from new source.
17. Any disputes or differences between the parties arising out of or relating to this agreement shall be referred to the Managing Director of SIPCOT, whose orders shall be final and binding upon the allottee.
18. The allottee will be entitled to the supply of water as per this agreement only on his fully complying with all the terms and conditions of the lease governing the allotment of the plot. On the cancellation of the lease deed governing the plot for any reason, the agreement for

water supply will be also stand automatically cancelled.

19. If allottees consume excess water over and above the committed quantity for two months continuously, the allottee shall pay additional capital cost on water supply for the excess quantity. Enhanced water charges will be levied till the payment of 50% capital cost for the additional quantity for water consumed over and above committed quantity of water already agreed.

20. The allottee shall not draw water from their own borewell/tubewell sunk in the private lands adjacent to SIPCOT Industrial Complex/Park/Growth Centre through pipe line unauthorisedly trespassing into SIPCOT premises. If at any time, such trespass is found by SIPCOT, water supply will be disconnected besides severing the trespassed water line.

(a). The allottee shall not sink any well/borewell/tube well within the plot leased to it.

21. For any change in the constitution of the company prior written approval of SIPCOT should be obtained.

22. SIPCOT is at liberty to cut-off the water supply for violation of all or any of the conditions of this agreement including the terms and conditions governing the allotment of the plot.

IN WITNESS WHEREOF THE parties to this Agreement have set and subscribed their respective hands on the day, month and year first above written.

**SENIOR PROJECT MANAGER
SIPCOT INDUSTRIAL GROWTH CENTRE/PARK
ORAGADAM**

WITNESSES:

1.

2.

WITNESSES:

COMPANY/FIRM

1.

2.

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