

સિંચાઈ યોજનામાંથી બિન ખેતી વિષયક  
હેતુઓ માટે અપાતા પાણી માટે કરારનામું  
કરવા બાબત.

ગુજરાત સરકાર

નર્મદા, જળસંપત્તિ, પાણી પુરવઠા અને કલ્પસર વિભાગ,

ક્રમાંક:ડબલ્યુટીઆર/૧૦૮૪/૨૮/પી

સચિવાલય, ગાંધીનગર

તા.૨૦/૨/૨૦૦૯

વંચાણે લીધા:-

(૧) આ વિભાગનો ઠરાવ ક્રમાંક:ડબલ્યુટીઆર/૨૦૦૫/૪૧/પી, તા.૩-૨-૨૦૦૭

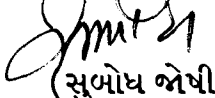
(૨) આ વિભાગનો પરિપત્ર ક્રમાંક:ડબલ્યુટીઆર/૨૦૦૫/૪૧/પી, તા.૯-૯-૨૦૦૮

પરિપત્ર

બિન ખેતી વિષયક હેતુઓ માટે અપાતા પાણીના દરો અંગે વિભાગના તા.૩-૨-૦૭ના ઠરાવ ક્રમાંક:ડબલ્યુટીઆર/૨૦૦૫/૪૧/પી અન્વયે શરતો અને જોગવાઈઓ નક્કી કરવામાં આવેલ છે. સદર ઠરાવ અનુસંધાને, ઉક્ત તા.૩-૨-૦૭ના ઠરાવથી નિયત થયેલ જોગવાઈઓ તેમજ નીતિ વિષયક બાબતોના હાર્દમાં મૂળભૂત રીતે કોઈ કેરફાર ન થાય તે રીતે તા.૯-૯-૨૦૦૮ના પરિપત્ર ક્રમાંક:ડબલ્યુટીઆર/૨૦૦૫/૪૧/પી થી જરૂરી સ્પષ્ટતાઓ પ્રસિધ્ધ થયેલ છે.

ઉક્ત નીતિ વિષયક ઠરાવની જોગવાઈઓ સંદર્ભે ઉપલોક્તા સંસ્થા / એકમો વર્ગે દ્વારા તા.૩-૨-૨૦૦૭ના ઠરાવને અનુલક્ષીને પાણી ઉપાડવાની જે નવી મંજૂરીઓ માંગવામાં આવે છે તેવા કેસોમાં વિભાગના સક્ષમ અધિકારીશ્રીએ ઉપલોક્તાઓ સાથે કરવાના થતાં હોય તેવા કરારનામાના કાયદા વિભાગ દ્વારા Vet થયેલ સામેલ મુસદ્દાને ધ્યાને લઈ, નવી દરખાસ્ત સાથે કરારનામાનો મુસદ્દો મોકલવા સંબંધિત સર્વે કચેરીઓને જણાવવામાં આવે છે.

ગુજરાતના રાજ્યપાલશ્રીના હુકમથી અને તેમના નામે,

  
(સુબોધ જોષી)

બિડાણ:- કરારનામાનો મુસદ્દો.

સેક્શન અધિકારી

નર્મદા, જળસંપત્તિ, પાણી પુરવઠા અને કલ્પ. વિભાગ

(પાછળ)

**DRAFT AGREEMENT (NEW FOR APPROVAL)**

**Agreement for supply of water to \_\_\_\_\_  
for drawal of water from \_\_\_\_\_  
for \_\_\_\_\_**

This agreement made on this day of \_\_\_\_\_ between the  
“\_\_\_\_\_” through its \_\_\_\_\_  
(hereinafter in this agreement called the “Licencee” Which expression shall, unless context  
otherwise requires and admits, be deemed to include its administrators, executors, successors  
and assigns) having its registered office  
at \_\_\_\_\_ of the one part and the Governor  
of the State of Gujarat through Executive Engineer, \_\_\_\_\_  
in office (herein after called as "the Government" which expression shall, unless context  
otherwise requires and admits, be deemed to include his successors in office and assigns)  
of the other part.

WHERE AS the Licencee has applied to the Government for permission to draw  
water from \_\_\_\_\_ for the purpose of \_\_\_\_\_  
for use of its proposed/existing \_\_\_\_\_ at  
\_\_\_\_\_.

AND WHEREAS the Government has, under its sanction letter \_\_\_\_\_ dated  
\_\_\_\_\_, agreed to grant such permission on the terms and conditions herein  
after appearing and as mentioned in the Government of Gujarat, Narmada, Water Resources,  
Water Supply & Kalpsar Department Resolution No.WTR/2005/41/P dated 3-2-2007,

**NOW THIS INDENTURE WITNESS** and the parties here to hereby agree as follows:

(1) The Government hereby grants the permission to the Licencee to draw water from  
\_\_\_\_\_ on the terms and conditions hereafter appearing. The  
licencee shall construct and maintain the head works for drawing water from  
\_\_\_\_\_ and other required structures at suitable places as approved by the Government  
or its authorised officer at their risk & cost and shall provide all ancillary arrangements that

may be required in connection with the drawing and conveying the water required for the use of Licencee near village \_\_\_\_\_ in \_\_\_\_\_ Taluka \_\_\_\_\_ of \_\_\_\_\_ District. The intake structures shall be open to inspection by the Government and the Government shall exercise necessary control.

(2) The licensee shall install and maintain at its own cost, the pipeline and other requirements required for conveying water from the source of supply to the place of actual use. The expenditure towards the drawal of water i.e. installation of pumps, pipelines, meters and all other requirements in connection with the drawal of water, shall be borne by the Licencee.

(3) The licensee shall draw water directly from \_\_\_\_\_ to the extent of \_\_\_\_\_ Cubic metres per day throughout the year for the construction period and there after maximum up to \_\_\_\_\_ Cubic metres per day or less as may be required for the optimum plant capacity under operation from time to time. It would be permissible for the Licencee to increase the intake up to \_\_\_\_\_ Cubic metres per day for one month during the construction period and thereafter maximum up to \_\_\_\_\_ cubic metres per day for a period not exceeding one month with the approval of the Narmada, Water Resources, Water Supply & Kalpsar Department, to facilitate the filling of the Licencee reservoir before closure of the canal.

4(1) The licensee agrees to bear the cost herein below detailed that may be apportioned between the beneficiaries on prorata basis of their demands, on account of remodeling that may take place to meet the total requirements of the beneficiaries in case.

Supply of water to him is from \_\_\_\_\_. The cost of remodeling shall include cost of preparation of plans, estimates and scrutiny thereof, etc. as per Appendix-I to the Gujarat Public Works Department manual volume I & II. The total cost of strengthening and remodeling of \_\_\_\_\_ canal is estimated to be Rupees \_\_\_\_\_ at present, out of which the share of the Licencee is estimated to be Rupees \_\_\_\_\_. The licensee shall deposit this amount of Rupees \_\_\_\_\_ in advance to enable the Government to take up the entire work on priority basis. The licensee shall pay the balance amount on the basis of actual immediately after the work is completed.

4(2) The licensee shall be allowed to draw the water only after he is paid up the apportioned cost referred to in sub-clause 4(1) above, in advance.

(5) The licensee shall pay a licence fee at the rate of Rs. 501/- per year or at as such rates as may be fixed by the Government from time to time in that behalf during the subsistence as the agreement.

(6) The licensee shall pay for the quantity of water drawn, as measured in the manner provided under clause-7 below, at the rates and terms given below.

(i) The Licensee shall pay the water charges for the quantity of water actually drawn as per the rates mentioned in the Government of Gujarat, Narmada, Water Resources, Water supply & Kalpsar Department Resolution No. WTR/2005/41/P dated 3-2-2007, effective from 1-1-2007 subject to fulfillment of conditions laid down in above mentioned resolution as well as conditions mentioned in sanction letter.

(ii) The interest rates, penalty and all other charges/conditions mentioned in above mentioned Government of Gujarat, Narmada, Water Resources, Water Supply & Kalpsar Department, resolution No. WTR/2005/41/P dated 3-2-2007 shall be applicable and the licensee shall have to fulfill it.

(iii) The above rates so fixed shall be subject to upward revision that may be made by the government in Narmada, Water Resources, Water Supply & Kalpsar Department from time to time in connection with water reserved and used for irrigation & non-irrigation purposes. The rates fixed by the government shall be exclusive of cost of pumping, conveying etc. of water from the source.

(iv) The charges as mentioned in sub clause-(i), above, shall be paid in advance by the Licensee before 10th day of each month following the month to which water charges pertains calculated as per the estimated requirement of water for the month. The bills as per actual payment of charges shall be prepared every month and served on the Licensee for payment there of.

(v) If the arrears of water charges referred to above accumulate for more than six months, the Government shall be at liberty to ask the licensee to stop drawl of water from the source and it shall be incumbent on the licensee to do so and in case of default, Government may take action to stop entry into the intake without any notice at the risk and cost of the licensee.

(vi) If the measuring devices referred to in Clause-7 below, ceases to function or goes out of order in any month, the charges leviable in respect of that month shall be calculated on the basis of the average quantity of water drawn in the preceding three months or the quantity of water drawn in the same month of preceding year whichever is higher, provided that there has

been no increase in the capacity of the plant/plants and the corresponding water requirements thereof during such year. If the capacity of the Plant/Plants has increased during such year, the water drawn shall be correspondingly estimated on the prorata basis. For the purpose of such estimate, the licensee shall furnish necessary data to the Executive Engineer concerned whose decision in the matter shall be final and binding to the licensee.

(7) A suitable scientific measuring device shall be installed by the Licensee at suitable place in consultation with and with the approval of the Executive Engineer, \_\_\_\_\_ or his successor in office for measuring the quantity of water drawn by the Licensee.

The cost of measuring device, its installation and maintenance shall be borne by the Licensee. The measurement of the quantity of water drawn shall be taken jointly by the representative of the Government and of the Licensee. The measuring device shall be open for inspection by the concerned authorities.

(8) If the measuring device referred to in the clause-7, ceases to function or goes out of order, the Licensee shall, as and when such occasion arises, get necessary repairs thereto carried out and restore the same to its original position or replace the same if so found necessary and as required by the Executive Engineer concerned within one month of its going out of order.

(9) The water drawn by the Licensee from the \_\_\_\_\_ shall be used only for the purpose for which permission to use the same is granted to him and as such the use shall be confined to the legitimate requirements of the Licensee.

The Licensee shall not draw water from the above mentioned sources for sale or supply to any person, firm or Company or other body by whatever name called.

**10(1)** The grant of the permission to draw water under this agreement shall not mean any assurance to the Licensee regarding availability of quantity of water as per the requirements of the Licensee and regarding the quality of water. The Licensee shall not be entitled to any compensation for non availability of quantity of water on account of reasons beyond the control of the government/department. It shall be incumbent on the licensee to make its own arrangement to meet its requirement of water during the periods the canal is closed on account of repairs or accidental breach.

**10(2)** If the special measures for conserving the water and reducing the losses of evaporation and seepage are found necessary in scarcity years, the expenses on this account shall be borne by the Licencee.

**(11)** The permission granted in this agreement shall not in any manner prejudicially affect the existing water rights vested in the riparian owners nor shall it in any way prejudice the rights of government to launch or implement any new scheme or schemes in public interest in future in connection with the water of \_\_\_\_\_ of the \_\_\_\_\_ from which Licencee is permitted to draw water.

**(12)** The drawal of water under this agreement by the licencee shall be subject to the provisions of the Bombay Irrigation Act, 1879 and rules made there under as amended from time to time and orders that may be passed or issued in that behalf by the Government/Department from time to time.

**(13)** The Licencee shall at all reasonable times allow the officers of the government to inspect the work sites and records regarding quantity of water drawn, utilized and supplied to other parties, if any, and to take copy of the records.

**(14)** An amount equivalent to three months prevailing water charges shall be initially deposited by the licencee with the Executive Engineer, \_\_\_\_\_ or his successor in the office as security deposit for the due performance of the terms of this agreement. The deposit shall be in the form of fixed deposit in any scheduled bank and shall be pledged by the licencee in favour of the Executive Engineer, \_\_\_\_\_ or his successor in office. The enhancement in amount of security deposit due to yearly increase in the rate of water charges shall also be deposited by the Licencee.

**(15)** The Executive Engineer, \_\_\_\_\_ shall dispose of all matters pertaining to this agreement subject and falling within his purview subject to decision that may be taken in appeal before the Superintending Engineer, \_\_\_\_\_ in the matter and the decision of the Superintending Engineer in the matter shall be final.

**(16)** The Licencee shall make its own arrangements for storing its water requirement of about 15 days. The Executive Engineer, \_\_\_\_\_ shall ordinarily inform licensee in advance about the period of closures of the canal for any reason.

(17) The Licencee shall arrange at its own cost the discharge of the trade waste and effluents after due treatment as may be permitted from time to time by the State Water Pollution Control Board safely in the place earmarked for the purpose in the vicinity in consultation and with the approval of Public Health Authority. In case where the Collector, \_\_\_\_\_ District finds that the arrangement of discharge is not suitable, it shall be the duty of Licencee to make other suitable arrangement as may be directed by him. If the discharge of trade waste and effluent proves to be a source of nuisance to the field and or the population in the neighborhoods, the Licencee shall treat the same further in such manner as may be directed by the Government.

(18) This agreement shall remain in force for a period of \_\_\_\_\_ years from the date of execution thereof unless terminated earlier, by the Licencee by giving six calendar month's notice in writing to the Government for the purpose. The Licencee shall not be eligible for any compensation on account of such premature termination.

(19) The Government may allow the drawal of water according to the terms stated in this agreement after the expiry of the agreement on receipt of a request to that effect from the Licencee at least six month before the expiry of the period of this agreement.

(20) The Licencee shall bear all the legal charges, stamp duty, registration fees and translation charges and all other charges and expenses incurred in connection with this presents.

(21) The Government shall be entitled to terminate this agreement upon serving the Licencee with a notice of six months for breach of any of the terms and conditions of this agreement or in the event the Licencee fails to pay any sum due to the Government under this agreement. The Licencee shall not be eligible to claim any compensation from the Government on account of withdrawing the facility of drawal of water as a result of premature termination of the agreement or even otherwise. Without prejudice to any right of the Government to proceed in accordance with the relevant rules No.6 (v) to recover such sums due from the Licencee, the security deposits shall be forfeited. Any drawl of water from the \_\_\_\_\_ after the expiry of the period of the notice shall be treated as an unauthorised act and shall be subject to such penal charges as may be determined by the Government.

(22) Except as otherwise herein provided, all notices to be given and other actions to be taken on behalf of the Licencee shall be given or taken by the Executive Engineer, \_\_\_\_\_ or any other official authorized by the Licencee.

(23) All sums and amount due and payable under this agreement shall be recoverable as an arrears of land revenue under the Bombay Land Revenue Code, 1879 without prejudice to any other rights or remedies available to the Government under any other case.

IN WITNESS WHERE OF Shri. \_\_\_\_\_ duly authorized by the Board of Directors of the Licencee for and on behalf of the Licencee and Shri \_\_\_\_\_ Executive Engineer, \_\_\_\_\_ for and on behalf of the Governor of Gujarat have signed there presents and herein set their respective seals on the day and year first above written.

Signed, Sealed and delivered by

Signed, Sealed and delivered by

Shri \_\_\_\_\_

Shri \_\_\_\_\_

Executive Engineer, \_\_\_\_\_

\_\_\_\_\_

For and on behalf of the  
Governor of Gujarat in  
Presence of

for and on behalf of the  
Licencee in presence of  
Presence of

Witness (I)

Witness (I)

Witness (II)

Witness (II)