

WHEREAS, the party No.1 & 2 agreed to enter upon the Memorandum of Understanding (MOU), in respect of additional water supply to Bhusawal 1 x 660 MW Replacement Thermal Power Station from Varangaon Talwel Parisar Sinchan Yojana, in the following backdrop :

- 1) MAHAGENCO is being supplied 22.33 mm³ of water from Sudgaon Bandhara through Hatnur Reservoir on Tapi River at 12 Km. downstream of hatnur Dam.
- 2) MOU between the parties is signed on date 27th August 2008 for supply of 27.45 mm³ (i.e. 23.76 mm³ + 3.69 mm³ evaporation and Tranist losses) water by completing Lift and Ozerkheda Dam of the Varangaon Talwel Parisar Sinchan Yojana (VTPSY) Tal. Bhusawl, Dist. Jalgaon.
- 3) Now MAHAGENCO is in need of 7.00 mm³ additional water for it's proposed 1x660 MW Replacement project at Deepnagar, Bhusawal from Ozarkheda Dam of Varangaon Talwel Parisar Sinchan Yojana.
- 4) That, considering the need of MAHAGENCO, WRD & TIDC has undertaken study to full fill the need of Party No. 2 MAHAGENCO & found that need to be extent 8.08 mm³ (i.e. 7.00 mm³ Plus 1.08 mm³ evaporation & transit losses) can be met by completing lift & Ozarkheda dam of Varangaon Talwel Parisar Sinchan Yojana Tal. Bhuawal, Dist. Jalgaon.

In light of above background two parties have agreed to enter into an agreement for additional supply of 8.08 mm³ (i.e. 7.00 mm³ + 1.08 mm³ losses) of water from Varangaon Talwel Parisar Sinchan Yojana Tal. Bhuawal, Dist. Jalgaon according to the following terms and conditions.

TERMS AND CONDITIONS

- i) This MOU between the parties is signed for supply of 8.08 mm³ (i.e. 7.00 mm³ + 1.08 mm³ losses) water from Varangaon Talwel Parisar Sinchan Yojana.
- ii) MAHAGENCO shall deposit with TIDC Rs.(35.850) Crores as Irrigation Restoration expenditure.
- iii) MAHAGENCO shall deposit the amount of Rs.35.850 Crores in one installment at the time of signing of MOU.
- iv) The required water of 8.08 mm³ shall be supplied by TIDC through the pipe line being laid for 1x660 MW units from Ozerkheda dam to BTPS as a depositary work of Ozerkheda Deepnagar pipeline.

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MAHAGENCO further agreed to construct their own pipeline from Tapping point near bridge No.17 of BTPS railway siding on Ozerkheda BTPS pipeline for supply of water to new 1x660 MW Replacement Unit.

- v) The flow meters at Tapping point of 1x660 MW Unit shall be installed at the cost of MAHAGENCO. The terms and conditions of the standard form of agreement in force by Govt. of Maharashtra for supply of water for industrial use shall be suitably modified to take into account of this MOU. Agreement regarding actual water supply & applicable cess for industrial use as per prevailing rules and regulations shall be signed between TIDC and MAHAGENCO separately after completion and commissioning the scheme and before actual starting of water supply to BTPS.
- vi) That, TIDC shall do the execution of the required components of scheme under MOU, the entire work of Lift Irrigation Scheme from Hatnur Dam to Ozerkheda Dam viz. Intake, Jackwell, pump house, rising main, pumping machinery at Jackwell near Hatnur reservoir and Ozarkheda Earthen Dam, with spillway, outlet and necessary allied works shall be constructed by TIDC.
- vii) That, if TIDC fails to supply necessary water from Ozarkheda Dam up to Dec.2024 the water supply agreed as per this MOU, to the MAHAGENCO and if demanded, may be fulfilled by release from Hatnur Dam to Sudgaon Bandhara.
 - a) Energy charges for lifting of water from Hatnur reservoir to Ozarkheda Dam shall be borne by TIDC.
 - b) For 8.08 mcum water supply tariff will be paid by MAHAGENCO as per the Govt. resolution that will be in force time to time.

After completing Ozarkheda if it is not possible to supply water to Bhusawal TPS from Ozarkheda Dam due to non-availability of water in the dam or due to operational difficulties of the scheme, corresponding quantity of water will be kept reserved and supplied from Hatnur dam.

- viii) Construction Programme: Construction programme will be prepared by TIDC the copy of this programme will be made available to MAHAGENCO.

Monitoring: Chief Engineer, TIDC & Chief Engineer from MAGENCO will take quarterly review of the progress and will monitor the progress of works.

[Signature]
 22/11/2020

Maintenance of the Work:

- ix) That, the Ozarkheda Dam and rising main upto Ozarkheda Dam shall be maintained by TIDC.
- x) That, the pipeline from Ozarkheda reservoir to Bhusawal Thermal Power Station shall be maintained by the MAHAGENCO.
- xi) That, in addition to this flow meters installed at jackwell for MAHAGENCO tapping point at BTFS should be maintained by MAHAGENCO.

Payment of Electricity:

- xii) That the, electricity bill raised by MAHADISCOM for utilization of electricity for pumping shall be in the name of T.I.D.C.
- xiii) That, in case of delay in payment of electricity charges from TIDC, MAHAGENCO shall have an option to remit the electricity bill from the amount of water charges payable by it directly to MAHAGENCO with prior written consent of the WRD.

Dispute:

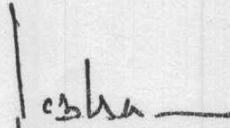
- xiv) That in case any dispute arises between the parties the decision of Dispute Resolution Committee shall be final, which have a binding to TIDC & MAHAGENCO. Dispute Resolution Committee will be formed in Mantralaya at Secretary Level, which will consist of Secretary, Water Resources Department and Secretary, Energy Department. The party No. 1 & 2 further agreed that any dispute in relation to this MOU would not be called in question in any Court of Law, except the dispute to be raised by any of the party before the committee of Secretaries mentioned above.

The above referred terms and conditions from Sr. no. (i) to (xiv) are agreeable to both parties and will have a binding effect on both parties. In case of violation of any of the term or condition as referred herein above by party No. 1 would entitle the other party to raise grievance of such a violation of terms and conditions before the Dispute Resolution Committee for its redressal. The same will be regarded as "Dispute" as referred above and accordingly decision of the Dispute Resolution Committee would be final and binding effect on both the parties.

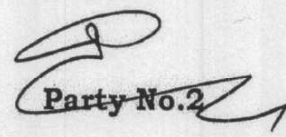
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Since, MAHAGENCO have deposited the amount of Rs.35.850 Cr. on date 19/12/2024 vide transaction ID No.HDFCR52024121972591712.

THEREFORE, above stated two parties sign this MOU on^{27th} the day of ^{Dec'}~~Dec~~ 2024 in token of their acceptance of this MOU.


Party No.1 27/12/2024

Authorized Signatory
Tapi Irrigation Development
Corporation, Jalgaon.
(Y.K.Bhadane)
Superintending Engineer
Jalgaon Irrigation Project Circle,
Jalgaon


Party No.2

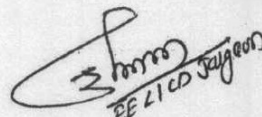
Authorized Signatory
Maharashtra State Power
Generation Company
(MAHAGENCO)

Dy.Chief Engineer (Civil)
Civil Construction Circle,
M.S.P.G.C.L, Deepnagar

Witness:

1) Y.M. Kadlag, Executive Engineer,
L.I.C.D. Jalgaon.

2) D.L. Nilekar, CCC MAHAGENCO,
1x660MW Project Bhusawal.


EE L.I.C.D. Jalgaon

