

HYDERABAD METROPOLITAN WATER SUPPLY AND SEWERAGE BOARD

Office of the Managing Director, HMWSSB, Khairatabad, Hyd.

Proceedings No.HMWSSB/Revenue/2022-23/

Dated:

.2022

Sub:- HMWSSB-Gulmohar Residency And Jade Estates, Sy. No. 19, Adjacent To NFC, NFC Mallapur (Housing Board), 500062 under O&M Division No-XIV- Sanction of 92 KLD-Terms and Conditions- Orders-Issued.

Ref:- SWC File No:-2022-3-1391.

SANCTION ORDER:

Gulmohar Residency And Jade Estates, Sy. No. 19, Adjacent To NFC, NFC Mallapur (Housing Board), 500062 has been sanctioned agreed quantity of 92 KLD supply through 100 mm dia size connection under "Bulk Colonies" category vide SWC File No:- 2022-3-1391, w.e.f:- Date of Connection.

The Consumer shall sign this allotment letter on each page furnished in triplicate to HMWSSB. The Authorized signatory of the Consumer shall sign in acceptance of the following Terms & Conditions and send a copy to GM(E)/Revenue Division/Single Window Cell, Khairatabad for taking further necessary action.

The following Terms and Conditions are made applicable for your connection:

- 1. HMWSSB shall supply water quantity of 92 KLD per day through 100 mm dia size Connection Starting from the above mentioned date.
- 2. Every effort will be made by the HMWSSB to supply the allotted quantity of water per day. The HMWSSB will in no way be responsible for any short supply of the allotted quantity per day beyond the control of the Board due to accidental or unforeseen circumstances or inadequate water at the source or power interruptions or any other matters and circumstances beyond the control of the HMWSSB.
- 3. The hours and duration of supply will be determined by the GM (E) concerned.
- 4. The Party shall have to make its own arrangements to receive the agreed quantity of water to be supplied in a sump constructed near to the off take point in their premises for two days capacity.

For GULMOHAR RESIDENCY

Partne

For JADE ESTATES

- 5. The Party cannot and shall not resort to direct pumping from the Board Main and if pumping is found necessary, they shall install a pump at sump with the prior approval of the Board and thereafter only pump the water from the said sump which is to be constructed at suitable place where it can receive supply of water by gravity flow from the main line under normal working conditions. The Board shall approve the arrangements before execution and water shall not be released till the entire system is completed to the satisfaction of the Board.
- 6. The consumer shall be charged as per the rates in force as applicable from time to time as per the tariff notified by the Board, and the Party cannot raise any objection whatsoever.
- 7. The HMWSSB will supply and fix the AMR meter as per availability & subject to integrate with the HMWSSB's Revenue Billing System for issuing monthly bills and the same will be charged to the consumers and the consumer has to bear its maintenance, repairs, replacements and testing of meter whenever found necessary etc. The meter shall be under the control of the Board and the HMWS&SB or its Authorized Representative shall have access to the premises or place where the meter is located without any hindrance what so ever at all reasonable times.
- 8. When the meter goes out of order and water has to be supplied without metering the same, they shall pay the charges on the maximum quantity of water supplied during any month in the preceding 6 months, when the meter was working and readings was recorded. If the meter goes out of order within 6 months, the maximum reading on any day during its working period shall be taken into consideration and charges calculated and the Party shall pay the same without any protest whatsoever.
- 9. The Consumer shall notify his mobile telephone number. The details of monthly bills will be informed through SMS and payment can be made accordingly.
- 10. If for any reasons whatsoever, the meter goes out of order, the party shall get it repaired, and tested and shall obtain the test certificate from the HMWSSB within a period of 15 days from the date of meter going out of order, failing which the Board is entitled to disconnect and stop supply of water without any notice.
- 11. The Party shall pay for any damage, breakage done or got done to any pipe connection or fittings pertaining to HMWSSB either willfully or negligently or for any reason whatsoever on its part.

For GULMOHAR RESIDENCY

Partne

For JADE ESTATES

- 12. The Minimum charges payable shall be as fixed by the Board from time to time and the Party shall pay the amount without any objections.
- 13. The Party shall pay the full amount as demanded in the bill within 15 days to HMWSSB from the date of issue of the bill either directly or in the cash counter of Hyderabad Metropolitan Water Supply and Sewerage Board / E-seva counter of Govt. of Telangana. or pay through Demand Draft, drawn on any Nationalized Bank, payable at Hyderabad in favour of the HMWSSB.
- 14. If the bill referred to above is not paid within 15 days from the date of issue of the bill, the water supply connection is liable to be disconnected by the Board without prior intimation.
- 15. If the Party pays the entire dues payable by it, within 7 days after disconnection along with reconnection charges and interest thereon @ 18% per annum, the HMWSSB will do the reconnection. Each month or part thereof shall be treated as full month for the purpose of calculation of interest payable.
- 16. The Party cannot raise any objections whatsoever against the bills or claims made by the HMWSSB unless they are made in writing within 7 days from the date of issue of the bill. Any dispute after the said notice period of 7 days, it is claimed that the bill raised is in order and the Party shall pay the full amount without any claim.
- 17. The Board reserves the right to revise water tariff from time to time and the conditions of supply duly notiling the consumer either individually or by notification through Newspapers or through Gazette Notification or Paper publications.
- 18. The revised rates and rules shall come into force from the date of publication in the news papers or such effective date as notified. The consumers are liable to pay such revised rates from such effective dates as notified.
- 19. All payments shall be made as per the bill served. Objections referred to will be considered by the Board and action will be taken separately. Under no circumstances, payment shall be delayed beyond the stipulated time for want of clarification etc.
- 20. Levy of Sewerage Cess: In accordance with the provision of the Section 55 of the HMWSSB Act, 1 989 and subject to the rules and regulations made there under, the consumer shall pay sewerage cess along with water charges, at such rates as may be prescribed and determined by the Board from time to time as per the Board proceedings.

For GULMOHAR RESIDENCY

Partner

- 21. The sewerage cess shall be levied for all consumers who are provided with water supply connection and the customers are situated with in the area, serviced by the sewerage system of the HMWSSB directly or indirectly.
- 22. It shall be obligatory on the part of the consumer to avail the sewer facility provided by the Board, it the premises of the consumer located at a distance of less than 35 Mtrs. away from the Board sewer line to any point of the boundary of the consumer premises and sewer cess shall be levied if even consumer does not connect his sewer to the Board sewer system.
- 23. The customer shall not claim any exemption relating to sewerage cess on the ground that there is no sewerage network. They shall also not claim any concessions or exemptions on the ground that the Sewerage Treatment Plant (STP) is constructed by them. Sewerage cess is levied as a Cess on the water charges uniformly for all the consumers, since HMWSSB has taken up sewerage remodeling works and treatment plants for sewage before it is let out into the Musi River, incurring huge capital expenditure.
- 24. The consumer shall make suitable arrangements to quantify the effluent (both quantity and quality) to maintain a proper system or recording and to enable the Board tier integrating with Board sewer. For the said purpose, necessary records shall be maintained to be produced for verification by the authorized person of the Party.
- 25. No effluent shall be discharged in to the Board sewer unless such effluent is treated in accordance with the provisions of water prevention and control of pollution) at 1974 relating to discharge and disposal of industrial effluent and other objectionable effluents. Further, the treatment shall also confirm to the IS specification, laid down from to time for disposal of effluent into the sewer of the Board.
- 26. The HMWSSB reserves the right to cancel the Bulk connection or reduce the agreed quantity without assigning any reason thereof and the Party shall have no cause of action or claim against the HMWSSB or its Officers, Employees, Successors or Assignee for such action.
- 27. In all matters of dispute between the Parties, the decision of the Managing Director of HMWSSB shall be final and binding, on both the parties.
- 28. AMR Meter Charges collected by HMWSSB includes, the maintenance from date of installation for period of 05 years and thereafter, the consumer is liable to pay towards meter cost and its maintenance.

FOR GULMOHAR RESIDENCY

Partner

For JADE ESTATES

29. Force Majeure Clause: The minimum charges payable shall be not less than 60% of the cost of agreed quantity even if the Board has supplied water less than 60% of agreement quantity due to reasons beyond its control such as drought conditions and break downs in the water supply installations etc; or when the consumer is not able to draw the agreed quantity on its own accord even though the Board is in a position to supply the agreed quantity. However in case of normal supplies if the quantity supplied by the Board is less than 60% of the agreed quantity, the charges shall be levied as per actual quantity supplied and recorded by the recorded by the meter fixed on the communication main.

These orders shall come into force with immediate effect.

FOR GULMOHAR RESIDENCY

Partner

CHIEF GENERAL MANAGER (E) REVENUE CIRCLE

To

Gulmohar Residency And Jade Estates, or

Sy. No. 19, Adjacent To NFC,

NFC Mallapur (Housing Board), 500062.

Copy to the CGM(E), O&M Circle- V for information & necessary action.

Copy to the GM(E), O&M. Division. No.-XIV for information & necessary action.

Copy to the GM(E), SWC for information.

Copy to the GM(Revenue), for making necessary entry in the RBS.

For JADE ESTATES