



తెలంగాణ తేలంగానా TELANGANA

AW 670634

Date: 16 March 2023, 11:40 AM Serial No:4,474

Denomination: 100

Purchased By:

J.E.M.DAS

S/O J.V.K.RAO

R/O HYD

For Whom

JEEDIMETLA EFFLUENT TREATMENT LIMITED.

Sub Registrar

Ex. Officio Stamp Vendor

SRO: Ranga Reddy (R.O)

AGREEMENT FOR TREATMENT & DISPOSAL

This Agreement made on this 5th day of July, 2023 between M/s. JEEDIMETLA EFFLUENT TREATMENT LTD. bearing CIN No. U41000TG1987PLC007137 having its registered office at Plot No. 267, Phase I, I.D.A., Jeedimetla, HYDERABAD - 500 055 represented by its **EXECUTIVE DIRECTOR, Mr P. BAKKA REDDY** (herein called the "J.E.T.L."); of the one part and M/s **GV DISCOVERY CENTERS PVT. LTD.** bearing CIN No. U73100TG2018PTC127421 having its registered office at 5-4-187/3 & 4, SOHAM MANSION, 2nd FLOOR, MG ROAD, SECUNDERABAD - 500 003 represented by its **DIRECTOR, Mr. Soham Satish Modi** (herein after called the "Customer") WITNESSETH as follows:-

This Agreement is in force with effect from 6th July, 2023.

Whereas the above Customer will send its pre-treated industrial wastewater from their plant situated at PLOT NO. 1A, SY. NO. 234 & 235, SYNERGY SQUARE 1, TURKAPALLY (V), SHAMIRPET (M) MEDCHAL - MALKAJGIRI DISTRICT 500 078 subject to certain terms and conditions and rules and regulations in force, which constitutes part and parcel of this agreement.

Andhra Pradesh Pollution Control Board has issued directions to JETL vide Order No. 22/PCB/ZO-HYD/JETL /07-898, Dtd 26/07/2007. The present agreement is being executed in confirmation of the directions of

For Jeedimetla Effluent Treatment Limited

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Executive Director

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the action plan submitted by Central Pollution Control Board and Andhra Pradesh Pollution Control Board and confirmed by the Hon'ble Supreme Court of India in writ petition no. 476 of 2005.

1. That the Customer is **PRIVATE LIMITED COMPANY**.
2. The Customer has deposited a sum of ₹ 2,00,000/- (Rupees Two Lakhs only) by NEFT on 28/06/2023. This deposit amount is in lieu of shares of JETL. This deposit shall be returned to the Customer on termination of this agreement.
3. The Customer states that no action has been initiated against it under the Air Pollution Act, Water Prevention and Control of Pollution Act, 1974 and Environment (Protection) Act, 1986 and the rules made there under and other allied Acts and Rules by the A.P. Pollution Control Board or any other Authority on the date when the Customer has become a member in the J.E.T.L. and that no such action or proceeding is pending against it as on today and the Customer commits itself to send its industrial effluents to the J.E.T.L. for necessary treatment and discharge.
4. The Customer shall get its industrial effluents treated and processed by the J.E.T.L. The J.E.T.L. shall give the participation letter in favour of the Customer.

DEPOSIT:

5. Apart from the deposit mentioned in Clause No. 2, the Customer has made the following additional deposits.
 - a) An amount of ₹ **1,50,000/-** (Rupees One Lakh Fifty Thousand only) by NEFT on 28/06/2023 with J.E.T.L. towards two months Interest Free Security Deposit. This Deposit amount is based on the charges applicable as per clause 19 of this agreement. However, the Security Deposit shall be reviewed every year and revised where necessary. In case the average treatment charges for One year is higher than the Security Deposit presently available with the J.E.T.L.; the Customer shall be liable to pay to J.E.T.L. the difference amount towards Security Deposit in addition to the Security Deposit already available with J.E.T.L.
 - b) An amount of ₹ 2,00,000/- (Rupees Two Lakhs only) by NEFT on 28/06/2023 with JETL towards interest free refundable Trade Deposit.
 - c) An amount of ₹ 60,000/- (Rupees Sixty Thousand only) plus GST (18%) by NEFT on 28/06/2023 with JETL towards one-time payment for Sewage Connection Charges.

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DIRECTOR

TRANSPORTATION:

6. The Customer who is already in production shall send 1 full tankers each of 9,000 - 9,500 litres capacity containing its industrial effluents to the J.E.T.L. every day/month for treatment.
7. The J.E.T.L. shall provide 9,000 - 9,500 litres capacity tankers to the Customer for transporting the industrial effluents of the Customer to its Treatment Plant. That this undertaking is limited to the Customer situated in the Industrial Development Area of Jeedimetla. The Customer situated outside the Industrial Development Area of Jeedimetla shall arrange for their own transport. The factory site of the Customer to this agreement is ~~situated~~ not situated in the Industrial Development Area of Jeedimetla.
8. The Customer shall make adequate arrangements for storing its industrial effluents in its premises and shall give access to the tankers of the J.E.T.L. of its storage facility between 6 a.m. to 6 p.m. on every day.
9. The Customer shall be responsible for loading its industrial effluents into the tankers and shall load the industrial effluents into the tankers at its own cost within reasonable time.

QUANTITY AND QUALITY:

10. That the capacity of each tanker shall be 9000/9500 Litres (Nine Thousand/Nine Thousand and Five Hundred Litres).
11. The Customer undertakes to maintain the quality of the wastewater being sent for treatment to the Treatment Company are as follows:

All the parameters as stipulated in Schedule no. 1 (s.no. 55) of the Environment (Protection) Rules 1986 and its amendments thereto.

More specifically the following parameters shall be maintained by the Customer.

pH : 6.5 to 8.5
C.O.D. : $\leq 15,000$ mg/Ltr.
T.D.S. : $\leq 5,000$ mg/Ltr.
SS : $\leq 1,000$ mg/Ltr.
NH₃-N : ≤ 50 mg/Ltr.

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12. The Customer shall not send any industrial effluent containing heavy Metals, Cyanides, Poison and Ions like Formaldehyde, Aniline, Phenol etc., and any other deteriorated constituents that may be notified by the J.E.T.L. from time to time.
13. The J.E.T.L. shall reject the industrial effluents of the Customer if such industrial effluent is found not to be in consonance with the conditions mentioned in Clause 11 & 12 of this Agreement or other parameters of pollution that may be notified by J.E.T.L. from time to time. The analysis report of the J.E.T.L. laboratory shall be final and binding on the Customer. The Customer shall pay to the J.E.T.L. the expenditure incurred by J.E.T.L. for the laboratory analysis of the Customer's effluents irrespective of the effluent being accepted or rejected and returned by J.E.T.L. for further treatment by the Customer.

PENALTY:

14. The Customer shall be further liable to pay an amount of ₹ 600/- a tanker for the first violation, ₹ 900/- a tanker for the 2nd violation and ₹ 1400/- a tanker for the 3rd violation by it of the inlet standards and parameters. This Agreement shall automatically stand terminated after the 3rd violation by the Customer without any further notice except a letter of intimation to the Customer by Registered Post with Acknowledgement Due that the Customer has committed the 3rd violation. The determination by the J.E.T.L. that the Customer has violated the inlet standards and parameters shall be binding on the Customer and shall not be questioned by it.

In addition to the above penalty payable to JETL the Customer is liable to pay ₹ 60/- per KL per day for violating any of the parameters for inlet standards as stipulated in Clause no. 11 here in above.

15. The J.E.T.L. shall after giving 15 days notice terminate this agreement and shall deny to the Customer its facilities of treating the Customer's industrial effluents if:
- a. The Customer fails/refuses to pay his bills/dues for the treatment charges.
 - b. The Customer fails/refuses to pay within the time stipulated the advance amounts and deposits etc when called upon to do so by J.E.T.L.
 - c. If the Customer fails/refuses within the time stipulated to abide and meet the change in inlet waste quantity parameters or fails/refuses to reduce either the hydraulic load or volume as decided by J.E.T.L.
16. The decision of the J.E.T.L. in rejecting the industrial effluents of the Customer for non-compliance with Clauses 11 and 12, 14 and 15 shall be final and the Customer shall pay the J.E.T.L. the amount charged by the J.E.T.L. for the expenditure incurred in transporting, analysing and returning of the rejected industrial effluents.

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17. The Customer shall be bound by the chemical analysis of its industrial effluent carried out by the J.E.T.L.

18. The Customer shall be bound by the calibration taken by the J.E.T.L. for determining the quantity of the industrial effluent sent for treatment by the Customer.

PRICING

CLAUSE NO.: 19 TOWARDS COD

19. The Customer shall pay the J.E.T.L. for treating its industrial effluent according to the following: -

TABLE

QUALITY OF INDUSTRIAL EFFLUENT

**RATE IN RUPEES PER TANKER OF
10,000 LITRES OR PART THEREOF.**

	₹
1. From 1 to 5000 ppm Chemical Oxygen Demand (for short C.O.D.)	900/-
2. From 5001 to 10000 ppm C.O.D.	1020/-
3. From 10001 to 15000 ppm C.O.D.	1150/-

Note: Effluents having more than 15000 ppm COD will not be accepted.

CLAUSE NO. 19(A) TOWARDS TOTAL DISSOLVED SOLIDS (T.D.S.):

The charges for T.D.S. are linked to the concentration and are charged based on ppm of the effluent at room temperature and shall be as follows: -

TDS

CHARGES

Upto 2100 ppm

Nil

From 2101 to 5000 ppm

₹ 300/- per tanker

Note: Effluents having TDS level higher than 5000 ppm will not be accepted (refer Clause 11)

19(B) TOWARDS REJECTED TANKERS:

Due to reasons of excessive C.O.D., presence of poisons, etc. out of limit pH or due to presence of notified objectionable substances under Clauses 11, 12 & 13, if it becomes necessary to reject a tanker since the same is not treatable at the J.E.T.L.

To cover such cases, charges of ₹ 600/- per rejected tanker shall be levied and shall be paid by the Customer.

19(C) TOWARDS TREATMENT SURCHARGE:

The Customer agrees to pay an amount of ₹ 800/- per tanker towards Treatment Surcharge to maintain the financial viability and meet the exigencies from time to time for unforeseen expenditure.

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MINIMUM CHARGES:

20. The Customer states that it has not yet gone into production. The Customer promises to send to the J.E.T.L. its industrial effluent for treatment as per Clause 6 of this Agreement. The J.E.T.L. has, basing on this promise, reserved the required part of its treatment capacity for the Customer. And the Customer in turn agrees to pay ₹ 350/- (Rupees Three Hundred and Fifty only) per each tanker stipulated in Clause 6 till such time that it goes into production & starts sending its industrial effluent to the J.E.T.L.
21. The Customer has agreed to send only small quantity of effluents (about 1 tankers) per day/month to the J.E.T.L. as per Clause 6. Since the treatment company is extending treatment facility for small quantity the Customer agrees to pay treatment charges at 1.5 times the normal charges payable as per Clause no. 19 herein above. The Customer agrees to pay ₹ 750/- (Rupees Seven Hundred and Fifty only) to the J.E.T.L. for every tanker it fails to send as per Clause 6. This clause is applicable to Customers committing to send only 5 tankers or less per month.
22. The Customer has agreed under Clause 6 to send 1 tankers per day/month. The Customer hereby agrees to pay the treatment charges as per Clause 19, 19(A), 19 (B), 19 (C), 19 (D) and 20 for each tanker of industrial effluent treated. The Customer also undertakes to pay a minimum of ₹ 750/- (Rupees Seven Hundred and Fifty only) for each tanker it fails to send as agreed in Clause 6.
23. The Customer states that under the concerned environmental laws in force, it has become obligatory on its part to have its industrial effluents treated and processed by J.E.T.L.
24. The Customer states that the investigation conducted by the Customer has established that it is most economical for it to have its industrial effluents treated and processed by the J.E.T.L. than have it done somewhere else.
25. The Customer for avoiding pollution by the discharge of industrial effluents has examined possibilities of having its industrial effluents treated at its factory site and found it was physically and economically not viable. The Customer states that this is the reason, which prompted it to become the member of J.E.T.L. and enter into this Agreement by which it is undertaking to send its industrial effluents to be treated and processed by the J.E.T.L.
26. J.E.T.L. after the necessary treatment discharges the treated effluents being received from Customers into the dedicated conveyance pipeline which ultimately joins the sewers of Hyderabad Metropolitan Water Supply & Sewerage Board (HMWS & SB). HMWS & SB in turn is levying a charge as well as

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surcharge for permitting the discharge of so treated industrial wastewaters. J.E.T.L. reserves the right to levy the discharge charges/surcharges levied by HMWS & SB on its Customers. The Customer agrees to pay the discharge charges/surcharges from time to time and the Customers also undertakes to make good of any charges/surcharges that may be revised by HMWS & SB, APPCB or any other authority from time to time.

1) FOR COD = ((TOTAL COD AMOUNT - (No. of TANKERS X ₹ 900/-)) X 250%

2) BASIC CHARGE FOR HYDRAULIC LOAD

COD	TDS	AMOUNT ₹
UPTO 2500	UPTO 2000	250/-
UPTO 2500	2001 – 5000	350/-
2501 & ABOVE	UPTO 5000	450/-

In case the charges/surcharges are being paid by the J.E.T.L. with retrospective effect, J.E.T.L. will raise the Invoice/Debit Note for such charges on the Customers and the Customers undertake to pay the same immediately.

27. That the J.E.T.L. reserves to itself the right to revise the charges for treatment of industrial effluents in future and the same shall be binding on the Customer. J.E.T.L. and the Customer agrees that depending on the cost of operations, J.E.T.L. may revise the treatment charges, additional charges towards TDS, Rejected Tankers, Minimum Charges or any other charges that may become applicable and the Customer agrees to pay the same.
28. The J.E.T.L. and the Customer state that the J.E.T.L.'s sole object is to prevent environmental and pollution hazards and for the observance of the laws on environmental and pollution control. Membership in J.E.T.L. is with the object of extending assurance to the Customer by the J.E.T.L. on a priority basis. The Membership is part of the consideration for the services rendered by the J.E.T.L.
29. The J.E.T.L. shall not be liable in any manner if for any negligence or otherwise of the Customer the untreated industrial effluents are discharged at the factory site of the Customer or anywhere else by the Customer.
30. The Customer shall make good to the J.E.T.L. any loss or damage either pecuniary or non-pecuniary arising out of any civil or criminal proceedings or liability under any law.
31. Subject to Clauses 14 and 15 the J.E.T.L. reserves to itself the right to terminate the Agreement after giving one month's notice to the Customer if it is found that the Customer has violating the terms of this Agreement and that such termination shall not be subject to any arbitration nor shall be questioned in any Court of Law. In case of termination the Security Deposit of the Customer shall stand forfeited.

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32. The Customer hereby undertakes to strictly adhere to the legislation relating to the Water Prevention and Control of Pollution Act, 1974 and Environment (Protection) Act, 1986 Air Pollution Act and other relevant and allied legislation and Acts, Rules Regulations and G.O.s, Notifications, Memos and Orders in force and/or brought into force by Government or regulatory authorities from time to time.

FORFEITURES

33. In case of failure of the Customer to send the specified number of tankers as per Clause 6 of this Agreement, the J.E.T.L. shall be at liberty to adjust from the Security Deposit amount due from the Customer.
34. The Security Deposit shall be forfeited by JETL, if the Customer fails to send for a continuous period of two months the tankers, which it has promised to send under Clause 6 of this Agreement.

PAYMENT:

35. The Customer shall pay the amount due once a month. The Customer shall pay the monthly amount due by it to the J.E.T.L. by the 15th day of the succeeding month. The Customer shall as a measure of collective responsibility pay to the J.E.T.L. and shall make good to it on a per tanker prorata basis the damages that J.E.T.L. is asked to pay by any Court of Law or due to out of Court settlement or by negotiation in respect of any claim against J.E.T.L. arising out of the harmful effects of the treated effluent.

ARBITRATION:

36. Subject to Clauses 14, 15 and 29 of this Agreement, any dispute arising from or under this Agreement or in respect of this Agreement between the Customer and the J.E.T.L. shall be referred to an Arbitrator mutually agreed upon by the Customer and the J.E.T.L.

JURISDICTION:

37. The J.E.T.L. and the Customer mutually agree that the only the Civil Court at Hyderabad /R.R. District shall have jurisdiction over all disputes arising out of this Agreement.

SIGNATURES

1. For M/s. **GV DISCOVERY CENTERS PVT. LTD.**

For G. V. DISCOVERY CENTERS PVT. LTD.

CUSTOMER DIRECTOR

2. For **JEEDIMETLA EFFLUENT TREATMENT LTD.**

(P. BAKKA REDDY)
EXECUTIVE DIRECTOR