

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL (SOUTH ZONE)

CHENNAI

**O.A. No. 221 of 2015 (SZ)**

IsanakaVedavathi

...Applicant

*Versus*

Union of India  
And others

...Respondents

**OBJECTIONS OF THE 5<sup>TH</sup> RESPONDENT TO THE REPORT OF THE  
JOINT COMMITTEE DATED 01.12.2020 ALONG WITH ANNEXURES**

M/s. C. Seethapathy (1237/94),  
A. Umasankar (311/98),  
Gautam S.Raman (1583/13),

**COUNSEL FOR 5<sup>TH</sup> RESPONDENT**

98408 85752

seethapathychellam@gmail.com

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL (SOUTH ZONE)  
CHENNAI

**O.A. No.221 of 2015 (SZ)**

Isanaka Vedavathi

... Applicant

*Versus*

Union of India  
And others

... Respondents

**INDEX TO THE OBJECTIONS OF THE 5<sup>TH</sup> RESPONDENT TO THE  
REPORT OF THE JOINT COMMITTEE DATED 01.12.2020 ALONG  
WITH ANNEXURES**

| <b>Sl. No.</b> | <b>Date</b> | <b>Description</b>   | <b>Annexure No.</b> | <b>Pg. No.</b> |
|----------------|-------------|--|---------------------|----------------|
| 1.             | 29.01.2021  | Objections of the Fifth Respondent to the Report of the Joint Committee dated 01.12.2021.  |                     | <b>1</b>       |
| 2.             | 09.01.2021  | Purchase Orders.   | <b>Annexure-1</b>   | <b>7</b>       |
| 3.             | 14.09.2015  | Letter from APPCB addressed to Department of Industries and Commerce, Govt. of A.P.  | <b>Annexure-2</b>   | <b>28</b>      |
| 4.             | 02.02.2017  | Letter from Chief Engineer, N.T.R. Telugu Ganga Project addressed to the Engineer-in-Chief (Irrigation), Water Resources Department.                                 | <b>Annexure-3</b>   | <b>29</b>      |
| 5.             | 03.02.2015  | Letter from Ground Water Department, Govt of A.P. enclosing Report with map.   | <b>Annexure-4</b>   | <b>32</b>      |
| 6.             | 28.02.2019  | Proceedings No. CE/TGP/TPT/DW/EE1/DEE1/AE E2/Industrial Water - Adani Wilmar Ltd.(formerly Krishnapatnam Oils & Fats Pvt. Ltd.)/172 - of the Chief Engineer, NTRTGP. | <b>Annexure-5</b>   | <b>41</b>      |
| 7.             | 17.01.2020  | Directions issued by APPCB bearing Order No. 149/APPCB/UH-II/TF/NLR/2020.  | <b>Annexure-6</b>   | <b>43</b>      |
| 8.             | 03.03.2020  | Reply Letter from Adani Wilmar Ltd. to the Environmental Engineer, APPCB.  | <b>Annexure-7</b>   | <b>46</b>      |
| 9.             | 06.10.2020  | Letter from APPCB addressed to the HDFC Bank Ltd.  | <b>Annexure-8</b>   | <b>49</b>      |
| 10.            | 13.10.2020  | Reply Letter from Adani Wilmar Ltd. to the Environmental Engineer, APPCB.  | <b>Annexure-9</b>   | <b>51</b>      |

|     |            |  |                    |           |
|-----|------------|--|--------------------|-----------|
| 11. | 28.09.2020 | Directions issued by APPCB bearing Order No. 149/APPCCB/UH-II/TF/NLR/2019. | <b>Annexure-10</b> | <b>55</b> |
| 12. | 09.10.2020 | Reply Letter from Adani Wilmar Ltd. to the Environmental Engineer, APPCB.  | <b>Annexure-11</b> | <b>58</b> |

Certified that the above documents are true copies of their respective originals.

Dated at Chennai this the 30<sup>th</sup> day of January, 2021.

*C. Sathya*

Counsel for 5<sup>th</sup> Respondent

Before the National Green Tribunal, Southern Zone, Chennai

O.A. No.221 of 2015 (SZ)

In the matter of:

Isanaka Vedavathi

...Applicant

Versus

1. Union of India  
Represented by its Secretary-  
Ministry of Environment, Forest & Climate Change  
New Delhi and others

...Respondents

Objections of the Fifth Respondent to the  
Report of the Joint Committee Dated 01.12.2020

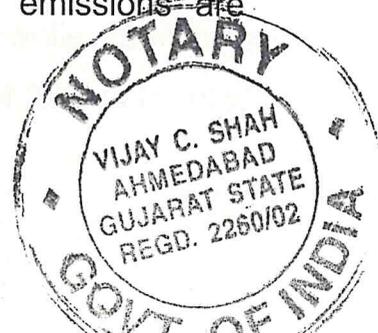
I, Asheesh Gupta, son of late Dr. M.L. Gupta, aged about 37 years and having office at "Fortune House", Near Navrangpura Railway Crossing, Ahmedabad – 380 009, Gujarat, India, do hereby solemnly affirm and sincerely state as follows:

1. I am the Senior Manager (Legal) and Authorised Signatory of Messrs. Adani Wilmar Ltd., which is a company incorporated under the Companies Act, 1956. I am authorised to swear to this affidavit on behalf of Messrs. Adani Wilmar Ltd., by virtue of the Resolution of the Management Committee of the Board of Directors, dated 11.07.2018. I have also been appointed as a Power Agent of Messrs. Adani Wilmar Ltd. vide Power of Attorney dated 25.07.2019.

2. I humbly state that this affidavit is being filed pursuant to the Report of the Joint Committee (hereinafter referred to as the Report) appointed by this Hon'ble Tribunal (*vide* order dated 16.03.2020), which is dated 01.12.2020. The contents of this affidavit pertain to Unit 1 of Messrs. Adani Wilmar Ltd. (*viz.* the fifth respondent herein). It is found from the Report that the fifth respondent has largely complied with the requirements. The Joint Committee has concluded that proper effluent transfer systems are in place and that the emissions are complying with APPCB's norms.



FOR, ADANI WILMAR LIMITED  
AUTHORISED SIGNATORY





3. In response to the observation in paragraph VI.C. h of the Report, it is humbly submitted as follows:

The APPCB vide Letter No. 149/APPCB/UH-II/TF/NLR/2019 dated 28<sup>th</sup> Sept. 2020, for the first time, instructed for 30 days Fly Ash storage. The Unit is generating Fly Ash far below the allowed limits. The Unit is further constantly disposing Fly Ash on a regular basis and is committed to abide by the recent Guidelines issued on 28 September 2020 by APPCB. Since the requirement of having 30 days storage for Fly Ash is very recent, as instructed, the Unit is in the process of putting up another silo as mandated. Copies of the relevant purchase orders are filed herewith.

4. Responding to the observation in paragraph VI.C. i of the Report, I respectfully state as follows:

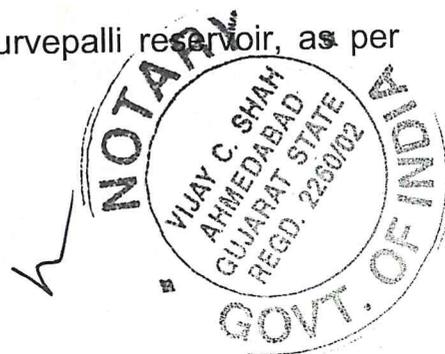
(a) The fifth respondent wishes to state that regarding the statement that 75% of the water requirement is met from tankers it is submitted that the available ground water resource is neither sufficient nor of desirable quality to meet the industrial water requirement. The aforesaid fact is not only well known but is also acknowledged in various letters exchanged between the APPCB and the Government Departments. Copies of two such letters are filed herewith. The Report has also stated that the ground water is highly saline.

(b) The Committee (in its final conclusions to the Report) has recommended that all edible oil units in Krishnapatnam Port area should install a common desalination plant so that sea water can be drawn, treated and used. This is aimed at avoiding withdrawal of ground water and procurement of water from tankers. The fifth respondent, with the cooperation of the other edible oil units, is committed towards installation of a desalination plant.

(c) Further, as already stated, the Unit has the necessary permission from the Ground Water Department, vide Letter dated 18 December 2015 and has also been allowed to draw surface water from the Survepalli reservoir, as per Letter dated 20 March 2019.



FOR, ADANI WILMAR LIMITED  
*[Signature]*  
AUTHORISED SIGNATORY





(d) Therefore, it is humbly stated that the Unit has been following all Guidelines with regard to usage of water, whether it be ground water or surface water and it is also coordinating with the Government of Andhra Pradesh to address the issues relating to water, which is critical to the manufacturing process.

5. In response to the observation in paragraph VI.C. k of the Report, it is humbly submitted as follows:

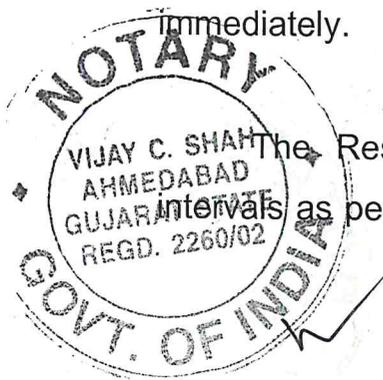
Raw water flow meter has been installed to quantify raw water consumption. With regard to the observation that MEE condensate is not complying with discharge limits stipulated by APPCB for pH and that the unit shall neutralize the MEE condensate before discharging, it is respectfully submitted that the Respondent is not discharging water and Unit is neutralizing MEE condensate water and reusing it in the process.

In response to the further observation, I humbly submit that the Respondent is not discharging RO reject and that RO reject is being treated in the MEE/ETP and treated water quality is meeting APPCB's norms.

6. Responding to the observation in paragraph VI.C. p of the Report, I respectfully state as follows:

The Respondent received letter dated 17<sup>th</sup> Jan. 2020 and same was also responded on 03<sup>rd</sup> March 2020. With regard to the invocation of the Bank Guarantee, I wish to submit that the Letter bearing No. Lr.No.N-855/PCB/RO-NLR/2020-658 by APPCB written to HDFC Bank, dated 06 October 2020, at page 2 mentions that, vide reference 3<sup>rd</sup> letter therein the Environmental Engineer, APPCB, RO, Nellore, was directed to invoke Bank Guarantees worth of Rs.7.5 Lakhs each from the existing Bank Guarantees and to provide a Demand Draft in favour of the Member Secretary, A.P. Pollution Control Board, immediately.

The Respondent Unit is submitting its compliance status in regular intervals as per the directions of the APPCB. Before the Bank Guarantees were



FOR ADANI WILMAR LIMITED  
  
 AUTHORIZED SIGNATORY

encashed, the Unit had received a direction letter bearing No.149/APPCB/UH-II/TF/NLR/2019 dated 28 September 2020 from APPCB regarding some of the compliances to be followed and the Unit has duly replied to the same as well. The said letter (which has been referred to as vide reference 3<sup>rd</sup> letter *supra*) was only in the nature of directions given for ensuring compliance and there was no mention of invoking the Bank Guarantees. The coercive step of invocation of the Bank Guarantees is therefore not valid. The respondent has replied to all the three letters of APPCB which are dated 17 January 2020, 28 September 2020 and 06 October 2020 *vide* replies dated 03<sup>rd</sup> March 2020, 09<sup>th</sup> October 2020 & 13<sup>th</sup> October 2020 and has *inter alia* made it clear that the invocation of the Bank Guarantees is incorrect. The aforementioned three replies are being filed herewith.

7. The Respondent, with regard to para IX 'Conclusions' of the Report, respectfully submits as below.

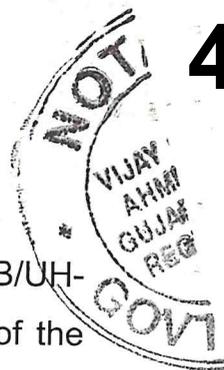
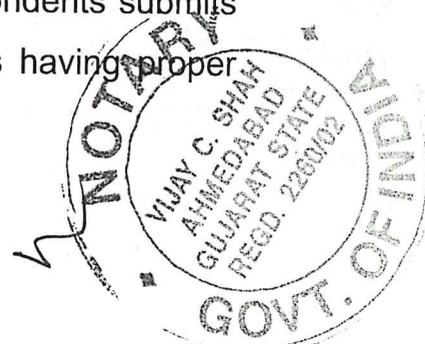
a) With reference to Para 2 of the Conclusions, it is stated that the problem of scarcity of water and high saline nature of available water is a known issue and the Report has recommended installation of a common desalination plant so that sea water may be drawn and treated to be used by all edible oil industries. The fifth respondent, with the cooperation of the other edible oil units, is committed towards installation of a desalination plant. Further, the unit has also installed electromagnetic flow meter with totalizer to quantify the water consumption as suggested in the Conclusion.

b) With reference to Para 3 of the Conclusions regarding disposal on spent nickel catalyst it is submitted that the Respondent unit is generating a very small quantity, some portion of which is re-used and the balance is stored as per the hazardous waste authorization. The Respondent shall ensure disposal of spent nickel catalyst to authorized re-processors in compliance with the Hazardous Waste Rules, 2016.

c) With reference to Para 4 of the Conclusions, the Respondents submits that the Report has acknowledged that the Respondent Unit is having proper



FOR: ADANI WILMAR LIMITED  
  
 AUTHORIZED SIGNATORY



C. SHAH  
AHMEDABAD  
GUJARAT STATE  
REGD. 2260/02

effluent conveyance system/pipelines to transfer effluent from production blocks to effluent treatment plant and it is hence in compliance.

AUTHORISED SIGNATORY

d) With reference to Para 5 of the Conclusions, the Respondent submits that the Unit is maintaining proper records for fullers earth (by-product) generate and oil recovered from the ETP and its mode of disposal. The records are available with the respondent and the Committee can inspect the same.

e) With reference to Para 6 of the Conclusions, the Respondent submits that it is importing crude palm oil and sunflower from Malaysia, Singapore and Indonesia and in case of local procurement, the Respondent does conduct mineral test at its In-house laboratory for every batch of consignment procured locally. The Respondent shall submit reports to APPCB as directed.

f) With reference to Paras 7 and 8 of the Conclusions in the Report, the Respondent submits that Fly ash generation is much below the allowed limits and same is disposed of regularly on a daily basis. Further, as instructed recently, the Respondent is setting up 30 days Fly Ash storage capacity and same is in process. The Respondent Unit is ensuring wetting or water spraying at the time of loading of Fly Ash and additionally the feeding hopper is also covered.

g) With reference to Para 10, it is submitted that under para VI.C. I of the Report (in page 19), the Committee has confirmed that the Respondent Unit is complying with stack emissions and ambient air standards.

h) With reference to Para 11 of the Conclusions, the Respondent submits that the Effluent Treatment Plant is sufficiently equipped and the Respondent Unit shall comply with effluent discharge standards stipulated by APPCB.

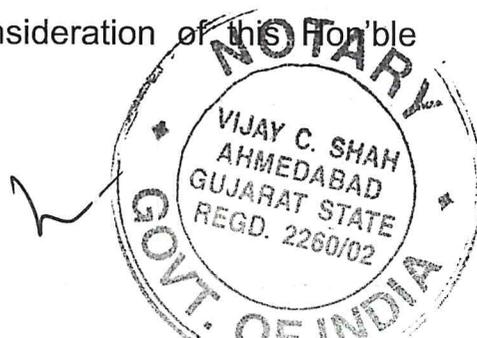
i) With reference to Para 12 of the Conclusions, the Respondent submits that it has been maintaining Green belt as required under the CFO conditions.

8. I respectfully place the above for the kind consideration of this Hon'ble Tribunal.



FOR, ADANI WILMAR LIMITED

*[Signature]*  
AUTHORISED SIGNATORY



Solemnly affirmed at }  
 Ahmedabad on this the }  
 29<sup>th</sup> day of January }  
 2021 and signed his }  
 name in my presence. }

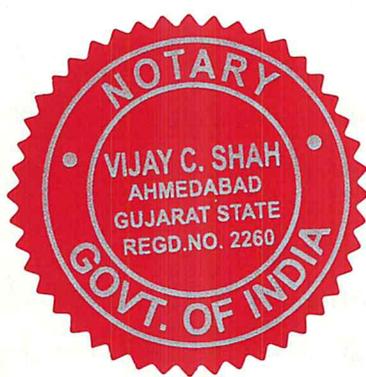
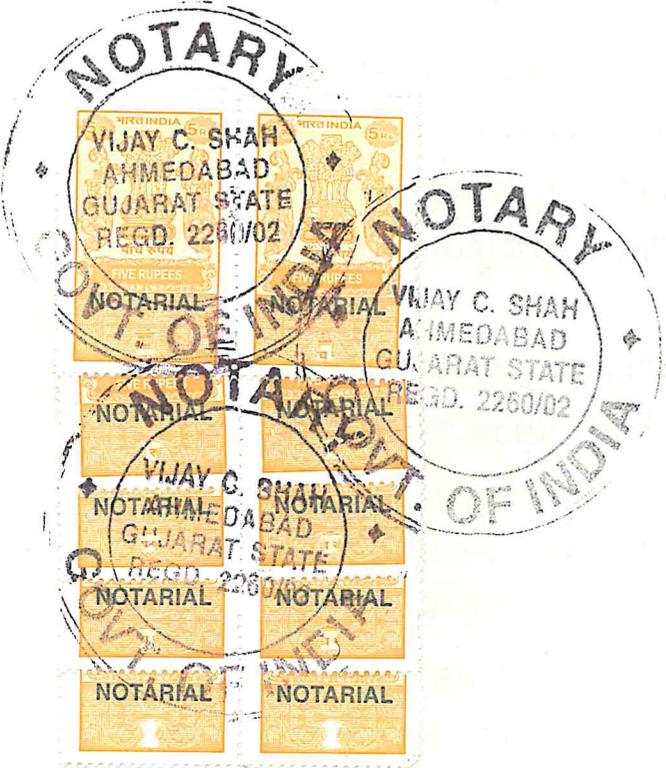


FOR, ADANI WILMAR LIMITED  
*[Signature]*  
 AUTHORISED SIGNATORY

SOLEMNLY AFFIRMED Before me.  
 BEFORE ME

VIJAY C. SHAH  
 NOTARY  
 GOVT. OF INDIA

29 JAN 2021 Advocate::Ahmedabad



FOR, ADANI WILMAR LIMITED

AUTHORISED SIGNATORY

# Purchase Order

| VENDOR NAME & ADDRESS  | INFORMATION  |
|--|--|
| ABHISHEK STEELS<br>524001 NELLORE<br>State:Andhra Pradesh<br>GSTIN :37ACWPB7856M1ZO<br>State Code: 37<br>Tel : 919948833991 / Fax :<br>Email : ABHISHEKSTEELS861@GMAIL.COM | P. O. No.: 1000153103<br>Date : 09.01.2021<br>Contact Person<br>Quotation No & Date.<br>Inco Terms EXW Plant |

| BILLING ADDRESS   | CONSIGNEE ADDRESS   |
|---|---|
| Adani Wilmar Limited<br>SY NO 292 & 317 PANTAPALEM (EPURU 1B)<br>VILLAGE, MUTHUKURU MANDAL<br>524323 MUTHUKURU<br>MANDAL-KRISHNAPATNAM-Nellore<br>GSTIN : 37AABCA8056G1ZO | Adani Wilmar Limited<br>SY NO 292 & 317 PANTAPALEM (EPURU 1B)<br>VILLAGE, MUTHUKURU MANDAL<br>524323 MUTHUKURU<br>MANDAL-KRISHNAPATNAM-Nellore<br>GSTIN No :37AABCA8056G1ZO |

| Payment Terms                        |
|--------------------------------------|
| Net Due in 10 Days from Receipt Date |

Please supply the undermentioned materials subject to the conditions herein and overleaf. Currency : INR

| Item | Material Code/Description                      | Quantity/UOM | Gross Rate       | Amount    | Delivery Date |
|------|--|--------------|------------------|-----------|---------------|
| 1    | 8045040233<br>HSN:25232990<br>CEMENT,GR:OPC 53 | 150.00 /BAG  | 285.00 /1<br>BAG | 42,750.00 | 19.01.2021    |
|      | Central GST                                    | 14 %         |                  | 5,985.00  |               |
|      | State GST                                      | 14 %         |                  | 5,985.00  |               |
| 2    | 7839502103<br>HSN:72141090<br>TOR STEEL 8 MM   | 500.00 /KG   | 55.65 /1 KG      | 27,825.00 | 19.01.2021    |
|      | Central GST                                    | 9 %          |                  | 2,504.25  |               |
|      | State GST                                      | 9 %          |                  | 2,504.25  |               |
| 3    | 7839502113<br>HSN:72141090<br>TOR STEEL 10MM   | 500.00 /KG   | 54.35 /1 KG      | 27,175.00 | 19.01.2021    |
|      | Central GST                                    | 9 %          |                  | 2,445.75  |               |
|      | State GST                                      | 9 %          |                  | 2,445.75  |               |
| 4    | 7839502933<br>HSN:72141090<br>TOR STEEL 12MM   | 500.00 /KG   | 54.35 /1 KG      | 27,175.00 | 19.01.2021    |
|      | Central GST                                    | 9 %          |                  | 2,445.75  |               |
|      | State GST                                      | 9 %          |                  | 2,445.75  |               |
| 5    | 7839502123<br>HSN:72149990<br>TOR STEEL 16 MM  | 100.00 /KG   | 54.35 /1 KG      | 5,435.00  | 19.01.2021    |
|      | Central GST                                    | 9 %          |                  |           |               |

| Item | Material Code/Description                     | Quantity/UOM | Gross Rate  | Amount    | Delivery Date |
|------|---|--------------|-------------|-----------|---------------|
|      | State GST                                     | 9 %          |             | 489.15    |               |
|      |   |              |             | 489.15    |               |
| 6    | 7839502133<br>HSN:72149990<br>TOR STEEL 20 MM | 400.00 /KG   | 54.35 /1 KG | 21,740.00 | 19.01.2021    |
|      | Central GST                                   | 9 %          |             | 1,956.60  |               |
|      | State GST                                     | 9 %          |             | 1,956.60  |               |

**SUMMARY**

**Total Gross Value : 152,100.00**  
**Total Freight : 0.00**  
**Total CGST : 15,826.50**  
**Total SGST : 15,826.50**  
**Total IGST : 0.00**  
**Total CESS : 0.00**

**Total Order Value : 183,753.00**

In Word : INR ONE HUNDRED EIGHTY-THREE THOUSAND SEVEN HUNDRED FIFTY-THREE

Terms & Conditions

**General Terms & Conditions**

1. Definitions

Defined terms used herein or anywhere else in this PO, together with their respective grammatical variations and cognate expressions, shall have the meanings specified herein:

"Basic Price" means the amount payable by Buyer to Seller for purchase of Goods, including packing, forwarding, freight and insurance charges, unless specified otherwise in Special Terms.

"Buyer" means the company specified in this PO, including its legal successors and assigns.

"Defect" means any defect or damage to Goods on account of non-conformance of Goods with Specifications, including faulty design, engineering or workmanship of Goods affecting the ability of Goods to comply with Specifications.

"Defect Liability Period" means the period set out in Special Terms, during which Seller shall remain liable for all repairs or replacement of any Defects at its own cost and expense.

"Delivery" means the loading, delivery and ancillary services to be performed by Seller or its representatives to deliver undamaged Goods at Delivery Point, in accordance with Delivery Term and as per other applicable conditions of this PO, and the terms #Deliver# or #Delivered# shall be construed accordingly.

"Delivery Point" means the location at which Goods shall be Delivered, as specified in Special Terms.

"Delivery Schedule" means the schedule for Delivery as set out in Special Terms.

"Delivery Term" means the delivery term applicable for Delivery of Goods, as specified in Special Terms.

"Drawings" means all drawings in respect of Goods, furnished by Buyer or Seller and approved by Buyer in writing.

"Force Majeure" means the occurrence of any event which is: (i) beyond the reasonable control of the affected Party; (ii) unavoidable, notwithstanding the reasonable care of the affected Party; and (iii) not a result of the affected Party's negligence or failure to perform its obligations, and which has a direct, material and adverse effect upon the affected Party's ability to perform its obligations under this PO, and such events shall mean acts of God, earthquake, volcanic activity, fire, flood or other natural disasters, war, invasions, riots, terrorism, civil disturbances or embargos.

"Goods" means the goods including spares, accessories and tools and tackles (as applicable) to be supplied by Seller as per the scope of work in terms of this PO, as specified in Special Terms.

"GST" means the applicable goods and services tax payable in terms of applicable law of India for the time being in effect, as applicable to supply of Goods under this PO.

"Party" means Buyer or Seller, as applicable.

"PO" means this purchase order issued by Buyer, together with any schedule, annexure or attachment to

| Item | Material Code/Description  | Quantity/UOM | Gross Rate | Amount | Delivery Date |  |
|------|--|--------------|------------|--------|---------------|--|
|      | <p>this PO, including Specifications and Drawings, along with amendments to any of the foregoing.</p> <p>"PO Price" means the total of Basic Price and applicable GST, payable to Seller for performance of obligations under this PO, as specified in Special Terms.</p> <p>"Price Schedule" means the schedule annexed to the PO, setting out the price payable in respect of Goods.</p> <p>"Seller" means the successful bidder who is awarded this PO by Buyer.</p> <p>"Special Terms" means special terms and conditions applicable for this PO and set out herein.</p> <p>"Specifications" means all technical documents, specifications, guidelines, Drawings, latest international and Indian codes and standards applicable to Goods and any specific requirements that are attached to or set out in the PO or referred to in Special Terms.</p> <p>"Taxes" shall mean and include taxes, duties, levies, cess, royalty, GST and similar imposts, whether in the nature of indirect tax or direct tax and whether or not imposed at the state, municipal or any other level.</p> <p>2. Price, Terms and Mode of Payment</p> <p>2.1. PO Price shall remain firm for the entire duration of this PO including extensions, if any, and shall not be subject to escalation for any reason whatsoever, unless as provided for in the PO or agreed otherwise by Buyer.</p> <p>2.2. PO Price shall be paid by wire transfer as per the terms specified in Special Terms and subject to deductions and/or withholdings required under applicable laws. Seller agrees that Buyer shall have a right to set-off payments due and payable to Seller under this PO against any payment due and receivable from Seller. Any payment made by Buyer shall not be deemed to constitute acceptance by Buyer of Goods or any part(s) thereof.</p> <p>3. Taxes and Duties</p> <p>Applicable Taxes on Goods shall be as specified in Special Terms. Any new Tax or variation in rate of applicable Taxes on Goods after issue of this PO and up to scheduled Delivery shall be to Buyer's account. Any increase in Taxes or implication of any new Taxes during the period wherein Delivery is delayed, for reasons not attributable to Buyer, shall be to Seller's account.</p> <p>4. Drawings</p> <p>Seller shall submit copies of Drawings to Buyer for approval. Notwithstanding any consent or approval of Buyer, Seller shall be responsible for any discrepancies, errors or omissions in the Drawings, documents and other particulars supplied by Seller.</p> <p>5. Packing, Forwarding and Transportation</p> <p>5.1. Unless otherwise specified in Special Terms, Basic Price shall be inclusive of packing, forwarding and transportation charges. Any loss/expense caused due to breakage, damage or pilferage of Goods while in transit shall be borne by Seller. Seller shall either appoint a carrier recommended by Buyer, or engage a carrier or transporter which is acceptable to Buyer.</p> <p>5.2. Seller shall be responsible for complying with Central Goods and Services Act, 2017 ("CGST Act") and Central Goods and Services Tax Rules, 2017 ("CGST Rules"), generation of applicable e-way bill in accordance with the provisions thereof, as well as any extension, amendment and cancellation thereof, and Buyer shall provide the required details to Seller in this regard, upon request. Copy of e-way bill shall be provided along with details of dispatch vehicle and other transportation documents before carriage of Goods and e-way bill copy shall be handed over to Buyer upon Delivery. Any fine/penalty levied upon Buyer due to Seller's non-compliance with CGST Act and CGST Rules shall be recovered from Seller at actuals.</p> <p>5.3. All Goods shall be carefully packed according to nature of Goods, and in a manner appropriate for safe and secure carriage of Goods in accordance with any instructions specified in Special Terms, or as per industry standards. All packing cases are non-returnable unless otherwise specified in Special Terms.</p> <p>6. Transit Insurance</p> <p>Unless otherwise specified in Special Terms, Seller shall procure transit risk insurance at its cost. The insurance procured shall cover all risks till Goods are Delivered and unloaded at the Delivery Point, unless otherwise specified in Special Terms.</p> <p>7. Inspection</p> <p>Buyer reserves the right to appoint a third party inspector or its own representative for inspection of Goods, or require Seller's technically qualified experts at Seller's works to carry out inspection on Buyer's behalf. Seller shall provide all assistance to Buyer in inspection of Goods, including but not limited to, providing access to Buyer to its works, and furnishing inspection reports and test certificates to Buyer.</p> <p>8. Acceptance and/or Rejection of Goods</p> <p>Final inspection of Goods for compliance with Specifications and the terms of this PO shall be performed upon Delivery, and Buyer's determination shall be final in this regard. Buyer reserves the right to reject</p> |              |            |        |               |  |

| Item   | Material Code/Description | Quantity/UOM | Gross Rate | Amount | Delivery Date |
|--|---------------------------|--------------|------------|--------|---------------|
| <p>Goods, in part or in full, that are non-compliant with Specifications and terms of this PO, and shall inform Seller of Buyer's determination in writing. No claim by Seller in respect of such rejection shall be entertained. Seller shall repair/replace the Defective Goods, at its own cost and risk, within a timeframe advised by Buyer. The rejected Goods shall be immediately retrieved by Seller. If Seller fails to retrieve such rejected Goods within thirty (30) days of such rejection, Buyer shall have the right, at Seller's risk and cost, to dispose such rejected Goods towards recovery of costs incurred by Buyer on storage, handling and disposal of such rejected Goods.</p>  |                           |              |            |        |               |
| <p>9. Title and Risk</p>   |                           |              |            |        |               |
| <p>Unless otherwise specified in PO, all Goods shall become the property of Buyer, on the earlier of: (i) completion of Delivery; or (ii) payment of PO Price by Buyer. The risk in Goods shall pass from Seller to Buyer upon Delivery.</p>   |                           |              |            |        |               |
| <p>10. Defect Liability</p>  |                           |              |            |        |               |
| <p>During Defect Liability Period, any Defect or damage found in Goods shall be promptly repaired, replaced or otherwise made good at Seller's cost. If Seller fails to remedy such Defect within the time period advised by Buyer, Buyer may, by providing a notice to Seller, proceed to rectify such Defect, and all costs incurred by Buyer in connection therewith shall be reimbursed by Seller, or deducted by Buyer from any amounts due to Seller.</p>  |                           |              |            |        |               |
| <p>11. Fitment or Interchangeability Guarantee</p>   |                           |              |            |        |               |
| <p>All Goods procured under this PO shall be interchangeable with certain other parts or components (as may be specified in PO), shall conform to Specifications and shall be identical to its corresponding main part or component, and shall be fully interchangeable (dimensionally and/or functionally, as applicable). Seller shall submit to Buyer a certificate guaranteeing the fitment-cum-interchangeability of such spares, components or parts upon Delivery.</p>  |                           |              |            |        |               |
| <p>12. Risk Purchase</p>   |                           |              |            |        |               |
| <p>In case Seller fails to complete Delivery or the Contract is terminated in accordance with Clause 18, then without prejudice to any other rights that Buyer may have under law or this PO, Buyer shall have the right to procure goods or equipment similar to Goods from a third party. In such an event, Seller shall be liable to reimburse additional costs incurred by Buyer on procurement of such goods or equipment.</p>  |                           |              |            |        |               |
| <p>13. Representations and Warranties</p>  |                           |              |            |        |               |
| <p>Seller represents and warrants to Buyer that: (i) it has full power and authority to execute and deliver this PO; (ii) the execution, delivery and performance of this PO by Seller does not and shall not conflict with or result in breach of any applicable laws; and (iii) Goods furnished by it shall be fit for the purposes and uses intended and capable of operation as per Specifications, and in accordance with this PO.</p>  |                           |              |            |        |               |
| <p>14. Intellectual Property Rights</p>  |                           |              |            |        |               |
| <p>Seller represents and warrants that Goods do not, and shall not, infringe any patent, utility model, design, trademark, copyright or other intellectual property right of any third party. The title and license to all designs, drawings, documentation, inventions and discoveries made by Seller while performing its obligations under this PO, shall be vested in Buyer, and Buyer shall be entitled to copy or reproduce documents, Drawings and information furnished by Seller in this regard for the purpose of which they are intended, without requiring Seller's permission.</p>  |                           |              |            |        |               |
| <p>15. Indemnity</p>   |                           |              |            |        |               |
| <p>Seller shall defend, indemnify and hold harmless Buyer, its employees and officers from and against any and all suits, actions or administrative proceedings, claims, losses, damages, costs and expenses of whatsoever nature, which Buyer may suffer, as a result of: (i) any infringement or alleged infringement of intellectual property rights of a third party; (ii) any fraud, gross negligence, wilful misconduct or illegal acts or omissions of Seller; or (iii) non-compliance with applicable laws by Seller.</p>  |                           |              |            |        |               |
| <p>16. Limitation of Liability</p>   |                           |              |            |        |               |
| <p>The aggregate liability of either Party under this PO shall not exceed PO Price, provided that the limitation shall not apply to: (i) any obligation of Seller to repair or replace Defects in Goods; or (ii) any liability pursuant to Seller's indemnity obligations set out in Clause 15.</p>  |                           |              |            |        |               |
| <p>17. Force Majeure</p>   |                           |              |            |        |               |
| <p>Each Party shall be excused from performance of their obligations under this PO and shall not be considered in default with respect to any obligation hereunder, if and to the extent that a failure of, or delay in performance is due to an event of Force Majeure, provided that the affected Party shall give notice of such event of Force Majeure to the other Party as a precondition to claiming relief for Force Majeure, as soon as reasonably practicable, but not later than seven (7) days after the date on which it knew or should reasonably have known of commencement of the event of Force Majeure. To the extent not prevented by an event of Force Majeure, the affected Party shall: (i) continue to perform its obligations under this PO; and (ii) use reasonable efforts to mitigate the effect of any event of Force Majeure.</p> |                           |              |            |        |               |

| Item                                     | Material Code/Description  | Quantity/UOM | Gross Rate | Amount              | Delivery Date |
|--|--|--------------|------------|---------------------|---------------|
| 18. Termination                          | <p>Buyer reserves the right to terminate this PO either in part or full, by written notice to Seller: (i) for convenience; (ii) in the event any proceeding is instituted against Seller seeking to adjudicate Seller as bankrupt or insolvent, and the same has not been withdrawn or dismissed within ten (10) days of such institution; or (iii) in case of breach by Seller of its obligations under this PO. No claim shall lie against Buyer towards any losses suffered by Seller in this regard. Upon such termination, Buyer shall have an option of taking Delivery of completed portion of Goods, or requiring Seller to refund all amounts paid. Any terms that by their nature survive termination of this PO remain in effect until fulfilled, and shall apply to successors and assigns of the Parties.</p> |              |            |                     |               |
| 19. Governing Law and Dispute Resolution | <p>This PO shall be governed by laws of India and courts at Ahmedabad, Gujarat, India shall have exclusive jurisdiction in all matters relating to this PO for the purpose of dispute resolution and for enforcement of any action and proceedings arising out of this PO.</p>   |              |            |                     |               |
| 20. Amendment                            | <p>Buyer reserves the right to modify terms of this PO at any point of time, by written notice to Seller, and Seller shall incorporate such modifications in the course of performing its obligations. If any such change results in an impact on PO Price or Delivery Schedule, Seller shall provide notice to Buyer, and Parties shall mutually agree upon an equitable adjustment to PO Price and Delivery Schedule, which shall be effective upon a written amendment to this PO.</p>  |              |            |                     |               |
| 21. Confidentiality                      | <p>All information including, without limitation, any oral and written information disclosed by Buyer to Seller or any other person/entity acting for and on behalf of Seller, shall be deemed to be confidential and proprietary to Buyer. Seller shall not disclose or use any information supplied hereunder for a purpose other than for performance of its obligations under this PO, unless otherwise specified.</p>   |              |            |                     |               |
| 22. Anti-bribery and anti-corruption     | <p>Seller covenants that neither Seller nor any of its affiliates, sub-suppliers or representatives shall offer or give any bribe, commission or gift to a representative of Buyer or its affiliates in relation to the obtaining or execution of this PO. Seller shall be liable for all losses suffered by Buyer on account of Seller's breach of this Clause, and Buyer may recover such losses by deduction, set-off or recovery from amounts otherwise due to Seller.</p>   |              |            |                     |               |
| 23. Assignment                           | <p>Seller shall not be entitled to assign any part of this PO or any benefit or interest thereunder without obtaining Buyer's prior written consent.</p>   |              |            |                     |               |
| ADANI WILMAR LTD                         |  |              |            | Seller's Acceptance |               |
| Authorised Signatory                     |  |              |            | Signature and Date  |               |

## Purchase Order

|  |   |
|--|---|
| <b>VENDOR NAME &amp; ADDRESS</b><br>A K PIPE AND STEEL<br>BROADWAY 1ST FLOOR<br>108<br>600108 CHENNAI<br>State:Tamil Nadu<br>GSTIN :33BFYPS5046A1Z9<br>State Code: 33<br>Tel : 9677204921 / Fax :<br>Email : AKPIPESTEEL@GMAIL.COM | <b>INFORMATION</b><br><b>P. O. No.:</b> 1000153107<br><b>Date :</b> 09.01.2021<br><b>Contact Person</b><br><b>Quotation No &amp; Date.</b><br><br><b>Inco Terms</b> EXW Ex-Works                        |
| <b>BILLING ADDRESS</b><br>Adani Wilmar Limited<br>SY NO 292 & 317 PANTAPALEM (EPURU 1B)<br>VILLAGE, MUTHUKURU MANDAL<br>524323 MUTHUKURU<br>MANDAL-KRISHNAPATNAM-Nellore<br>GSTIN : 37AABCA8056G1ZO                                | <b>CONSIGNEE ADDRESS</b><br>Adani Wilmar Limited<br>SY NO 292 & 317 PANTAPALEM (EPURU 1B)<br>VILLAGE, MUTHUKURU MANDAL<br>524323 MUTHUKURU<br>MANDAL-KRISHNAPATNAM-Nellore<br>GSTIN No :37AABCA8056G1ZO |

**Payment Terms**

Immediately after receipt of material

Please supply the undermentioned materials subject to the conditions herein and overleaf. Currency : INR

| Item | Material Code/Description   | Quantity/UOM                | Gross Rate         | Amount                                  | Delivery Date |
|------|---|-----------------------------|--------------------|---|---------------|
| 1    | 7847210653<br>HSN:72166900<br>BEAM,MED,MS,ISMB,300MM<br>Fr/Qty,diff ven-lte<br>Integrated GST | 1.00 /MT<br><br>INR<br>18 % | 45,540.00 /1<br>MT | 45,540.00<br><br>900.00<br>8,197.20     | 30.01.2021    |
| 2    | 7847210063<br>HSN:72166900<br>BEAM,MED,MS,ISMB,200MM<br>Fr/Qty,diff ven-lte<br>Integrated GST | 2.50 /MT<br><br>INR<br>18 % | 44,550.00 /1<br>MT | 111,375.00<br><br>2,250.00<br>20,047.50 | 30.01.2021    |
| 3    | 7890050383<br>HSN:72161000<br>BEAM,I,MS,ISMB,400MM<br>Fr/Qty,diff ven-lte<br>Integrated GST   | 3.50 /MT<br><br>INR<br>18 % | 46,530.00 /1<br>MT | 162,855.00<br><br>3,150.00<br>29,313.90 | 30.01.2021    |
| 4    | 7847210063<br>HSN:72166900<br>BEAM,MED,MS,ISMB,200MM<br>Fr/Qty,diff ven-lte<br>Integrated GST | 0.80 /MT<br><br>INR<br>18 % | 44,550.00 /1<br>MT | 35,640.00<br><br>720.00<br>6,415.20     | 30.01.2021    |
| 5    | 7843252473<br>HSN:72081000<br>CHEQURED PLATE,MS,4MM<br>Integrated GST                         | 4,000.00 /KG<br><br>18 %    | 56.00 /1 KG        | 224,000.00<br><br>40,320.00             | 30.01.2021    |
| 6    | 6142010233<br>HSN:73069090  | 200.00 /M                   | 73.00 /1 M         | 14,600.00                               | 30.01.2021    |

| Item | Material Code/Description   | Quantity/UOM                 | Gross Rate  | Amount     | Delivery Date |
|------|---|------------------------------|-------------|------------|---------------|
|      | RAILING PIPE,MS,SZ:25MM<br>Frt/Qty,diff ven-lte<br>Integrated GST                       | 3,750.00<br>18 %             |             | 2,628.00   |               |
| 7    | 7843252013<br>HSN:72085110<br>MS PLATE- 16 MM<br>Frt/Qty,diff ven-lte<br>Integrated GST | 500.00 /KG<br>750.00<br>18 % | 46.00 /1 KG | 23,000.00  | 30.01.2021    |
| 8    | 7843252323<br>HSN:72085110<br>PLATE MS 12 MM<br>Integrated GST                          | 15,000.00 /KG<br>18 %        | 48.70 /1 KG | 730,500.00 | 30.01.2021    |
|      |   |                              |             | 131,490.00 |               |

**SUMMARY**

|                          |                       |
|--------------------------|-----------------------|
| <b>Total Gross Value</b> | <b>: 1,347,510.00</b> |
| <b>Total Freight</b>     | <b>: 11,520.00</b>    |
| <b>Total CGST</b>        | <b>: 0.00</b>         |
| <b>Total SGST</b>        | <b>: 0.00</b>         |
| <b>Total IGST</b>        | <b>: 242,551.80</b>   |
| <b>Total CESS</b>        | <b>: 0.00</b>         |

**Total Order Value : 1,590,061.80**

In Word : INR ONE MILLION FIVE HUNDRED NINETY THOUSAND SIXTY-ONE ANDEIGHTY Paise

Terms & Conditions

**General Terms & Conditions**

1. Definitions

Defined terms used herein or anywhere else in this PO, together with their respective grammatical variations and cognate expressions, shall have the meanings specified herein:

"Basic Price" means the amount payable by Buyer to Seller for purchase of Goods, including packing, forwarding, freight and insurance charges, unless specified otherwise in Special Terms.

"Buyer" means the company specified in this PO, including its legal successors and assigns.

"Defect" means any defect or damage to Goods on account of non-conformance of Goods with Specifications, including faulty design, engineering or workmanship of Goods affecting the ability of Goods to comply with Specifications.

"Defect Liability Period" means the period set out in Special Terms, during which Seller shall remain liable for all repairs or replacement of any Defects at its own cost and expense.

"Delivery" means the loading, delivery and ancillary services to be performed by Seller or its representatives to deliver undamaged Goods at Delivery Point, in accordance with Delivery Term and as per other applicable conditions of this PO, and the terms #Deliver# or #Delivered# shall be construed accordingly.

"Delivery Point" means the location at which Goods shall be Delivered, as specified in Special Terms.

"Delivery Schedule" means the schedule for Delivery as set out in Special Terms.

"Delivery Term" means the delivery term applicable for Delivery of Goods, as specified in Special Terms.

"Drawings" means all drawings in respect of Goods, furnished by Buyer or Seller and approved by Buyer in writing.

"Force Majeure" means the occurrence of any event which is: (i) beyond the reasonable control of the affected Party; (ii) unavoidable, notwithstanding the reasonable care of the affected Party; and (iii) not a result of the affected Party's negligence or failure to perform its obligations, and which has a direct, material and adverse effect upon the affected Party's ability to perform its obligations under this PO, and such events shall mean acts of God, earthquake, volcanic activity, fire, flood or other natural disasters, war, invasions, riots, terrorism, civil disturbances or embargos.

"Goods" means the goods including spares, accessories and tools and tackles (as applicable) to be supplied by Seller as per the scope of work in terms of this PO, as specified in Special Terms.

| Item   | Material Code/Description | Quantity/UOM | Gross Rate | Amount | Delivery Date |
|--|---------------------------|--------------|------------|--------|---------------|
| <p>"GST" means the applicable goods and services tax payable in terms of applicable law of India for the time being in effect, as applicable to supply of Goods under this PO.</p>   |                           |              |            |        |               |
| <p>"Party" means Buyer or Seller, as applicable.</p>   |                           |              |            |        |               |
| <p>"PO" means this purchase order issued by Buyer, together with any schedule, annexure or attachment to this PO, including Specifications and Drawings, along with amendments to any of the foregoing.</p>  |                           |              |            |        |               |
| <p>"PO Price" means the total of Basic Price and applicable GST, payable to Seller for performance of obligations under this PO, as specified in Special Terms.</p>  |                           |              |            |        |               |
| <p>"Price Schedule" means the schedule annexed to the PO, setting out the price payable in respect of Goods.</p>   |                           |              |            |        |               |
| <p>"Seller" means the successful bidder who is awarded this PO by Buyer.</p>   |                           |              |            |        |               |
| <p>"Special Terms" means special terms and conditions applicable for this PO and set out herein.</p>   |                           |              |            |        |               |
| <p>"Specifications" means all technical documents, specifications, guidelines, Drawings, latest international and Indian codes and standards applicable to Goods and any specific requirements that are attached to or set out in the PO or referred to in Special Terms.</p>  |                           |              |            |        |               |
| <p>"Taxes" shall mean and include taxes, duties, levies, cess, royalty, GST and similar imposts, whether in the nature of indirect tax or direct tax and whether or not imposed at the state, municipal or any other level.</p>  |                           |              |            |        |               |
| <p>2.1. PO Price shall remain firm for the entire duration of this PO including extensions, if any, and shall not be subject to escalation for any reason whatsoever, unless as provided for in the PO or agreed otherwise by Buyer.</p>   |                           |              |            |        |               |
| <p>2.2. PO Price shall be paid by wire transfer as per the terms specified in Special Terms and subject to deductions and/or withholdings required under applicable laws. Seller agrees that Buyer shall have a right to set-off payments due and payable to Seller under this PO against any payment due and receivable from Seller. Any payment made by Buyer shall not be deemed to constitute acceptance by Buyer of Goods or any part(s) thereof.</p>   |                           |              |            |        |               |
| <p>3. Taxes and Duties</p>   |                           |              |            |        |               |
| <p>Applicable Taxes on Goods shall be as specified in Special Terms. Any new Tax or variation in rate of applicable Taxes on Goods after issue of this PO and up to scheduled Delivery shall be to Buyer's account. Any increase in Taxes or implication of any new Taxes during the period wherein Delivery is delayed, for reasons not attributable to Buyer, shall be to Seller's account.</p>  |                           |              |            |        |               |
| <p>4. Drawings</p>   |                           |              |            |        |               |
| <p>Seller shall submit copies of Drawings to Buyer for approval. Notwithstanding any consent or approval of Buyer, Seller shall be responsible for any discrepancies, errors or omissions in the Drawings, documents and other particulars supplied by Seller.</p>   |                           |              |            |        |               |
| <p>5. Packing, Forwarding and Transportation</p>   |                           |              |            |        |               |
| <p>5.1. Unless otherwise specified in Special Terms, Basic Price shall be inclusive of packing, forwarding and transportation charges. Any loss/expense caused due to breakage, damage or pilferage of Goods while in transit shall be borne by Seller. Seller shall either appoint a carrier recommended by Buyer, or engage a carrier or transporter which is acceptable to Buyer.</p>   |                           |              |            |        |               |
| <p>5.2. Seller shall be responsible for complying with Central Goods and Services Act, 2017 ("CGST Act") and Central Goods and Services Tax Rules, 2017 ("CGST Rules"), generation of applicable e-way bill in accordance with the provisions thereof, as well as any extension, amendment and cancellation thereof, and Buyer shall provide the required details to Seller in this regard, upon request. Copy of e-way bill shall be provided along with details of dispatch vehicle and other transportation documents before carriage of Goods and e-way bill copy shall be handed over to Buyer upon Delivery. Any fine/penalty levied upon Buyer due to Seller's non-compliance with CGST Act and CGST Rules shall be recovered from Seller at actuals.</p> |                           |              |            |        |               |
| <p>5.3. All Goods shall be carefully packed according to nature of Goods, and in a manner appropriate for safe and secure carriage of Goods in accordance with any instructions specified in Special Terms, or as per industry standards. All packing cases are non-returnable unless otherwise specified in Special Terms.</p>  |                           |              |            |        |               |
| <p>6. Transit Insurance</p>  |                           |              |            |        |               |
| <p>Unless otherwise specified in Special Terms, Seller shall procure transit risk insurance at its cost. The insurance procured shall cover all risks till Goods are Delivered and unloaded at the Delivery Point, unless otherwise specified in Special Terms.</p>  |                           |              |            |        |               |
| <p>7. Inspection</p>   |                           |              |            |        |               |
| <p>Buyer reserves the right to appoint a third party inspector or its own representative for inspection of Goods, or require Seller's technically qualified experts at Seller's works to carry out inspection on Buyer's</p>   |                           |              |            |        |               |

| Item  | Material Code/Description | Quantity/UOM | Gross Rate | Amount | Delivery Date |
|---|---------------------------|--------------|------------|--------|---------------|
| <p>behalf. Seller shall provide all assistance to Buyer in inspection of Goods, including but not limited to, providing access to Buyer to its works, and furnishing inspection reports and test certificates to Buyer.</p>   |                           |              |            |        |               |
| <p>8. Acceptance and/or Rejection of Goods</p>  |                           |              |            |        |               |
| <p>Final inspection of Goods for compliance with Specifications and the terms of this PO shall be performed upon Delivery, and Buyer's determination shall be final in this regard. Buyer reserves the right to reject Goods, in part or in full, that are non-compliant with Specifications and terms of this PO, and shall inform Seller of Buyer's determination in writing. No claim by Seller in respect of such rejection shall be entertained. Seller shall repair/replace the Defective Goods, at its own cost and risk, within a timeframe advised by Buyer. The rejected Goods shall be immediately retrieved by Seller. If Seller fails to retrieve such rejected Goods within thirty (30) days of such rejection, Buyer shall have the right, at Seller's risk and cost, to dispose such rejected Goods towards recovery of costs incurred by Buyer on storage, handling and disposal of such rejected Goods.</p> |                           |              |            |        |               |
| <p>9. Title and Risk</p>  |                           |              |            |        |               |
| <p>Unless otherwise specified in PO, all Goods shall become the property of Buyer, on the earlier of: (i) completion of Delivery; or (ii) payment of PO Price by Buyer. The risk in Goods shall pass from Seller to Buyer upon Delivery.</p>  |                           |              |            |        |               |
| <p>10. Defect Liability</p>   |                           |              |            |        |               |
| <p>During Defect Liability Period, any Defect or damage found in Goods shall be promptly repaired, replaced or otherwise made good at Seller's cost. If Seller fails to remedy such Defect within the time period advised by Buyer, Buyer may, by providing a notice to Seller, proceed to rectify such Defect, and all costs incurred by Buyer in connection therewith shall be reimbursed by Seller, or deducted by Buyer from any amounts due to Seller.</p>   |                           |              |            |        |               |
| <p>11. Fitment or Interchangeability Guarantee</p>  |                           |              |            |        |               |
| <p>All Goods procured under this PO shall be interchangeable with certain other parts or components (as may be specified in PO), shall conform to Specifications and shall be identical to its corresponding main part or component, and shall be fully interchangeable (dimensionally and/or functionally, as applicable). Seller shall submit to Buyer a certificate guaranteeing the fitment-cum-interchangeability of such spares, components or parts upon Delivery.</p>   |                           |              |            |        |               |
| <p>12. Risk Purchase</p>  |                           |              |            |        |               |
| <p>In case Seller fails to complete Delivery or the Contract is terminated in accordance with Clause 18, then without prejudice to any other rights that Buyer may have under law or this PO, Buyer shall have the right to procure goods or equipment similar to Goods from a third party. In such an event, Seller shall be liable to reimburse additional costs incurred by Buyer on procurement of such goods or equipment.</p>   |                           |              |            |        |               |
| <p>13. Representations and Warranties</p>   |                           |              |            |        |               |
| <p>Seller represents and warrants to Buyer that: (i) it has full power and authority to execute and deliver this PO; (ii) the execution, delivery and performance of this PO by Seller does not and shall not conflict with or result in breach of any applicable laws; and (iii) Goods furnished by it shall be fit for the purposes and uses intended and capable of operation as per Specifications, and in accordance with this PO.</p>   |                           |              |            |        |               |
| <p>14. Intellectual Property Rights</p>   |                           |              |            |        |               |
| <p>Seller represents and warrants that Goods do not, and shall not, infringe any patent, utility model, design, trademark, copyright or other intellectual property right of any third party. The title and license to all designs, drawings, documentation, inventions and discoveries made by Seller while performing its obligations under this PO, shall be vested in Buyer, and Buyer shall be entitled to copy or reproduce documents, Drawings and information furnished by Seller in this regard for the purpose of which they are intended, without requiring Seller's permission.</p>   |                           |              |            |        |               |
| <p>15. Indemnity</p>  |                           |              |            |        |               |
| <p>Seller shall defend, indemnify and hold harmless Buyer, its employees and officers from and against any and all suits, actions or administrative proceedings, claims, losses, damages, costs and expenses of whatsoever nature, which Buyer may suffer, as a result of: (i) any infringement or alleged infringement of intellectual property rights of a third party; (ii) any fraud, gross negligence, wilful misconduct or illegal acts or omissions of Seller; or (iii) non-compliance with applicable laws by Seller.</p>   |                           |              |            |        |               |
| <p>16. Limitation of Liability</p>  |                           |              |            |        |               |
| <p>The aggregate liability of either Party under this PO shall not exceed PO Price, provided that the limitation shall not apply to: (i) any obligation of Seller to repair or replace Defects in Goods; or (ii) any liability pursuant to Seller's indemnity obligations set out in Clause 15.</p>   |                           |              |            |        |               |
| <p>17. Force Majeure</p>  |                           |              |            |        |               |
| <p>Each Party shall be excused from performance of their obligations under this PO and shall not be considered in default with respect to any obligation hereunder, if and to the extent that a failure of, or</p>  |                           |              |            |        |               |

| Item   | Material Code/Description | Quantity/UOM | Gross Rate | Amount                     | Delivery Date |
|--|---------------------------|--------------|------------|----------------------------|---------------|
| <p>delay in performance is due to an event of Force Majeure, provided that the affected Party shall give notice of such event of Force Majeure to the other Party as a precondition to claiming relief for Force Majeure, as soon as reasonably practicable, but not later than seven (7) days after the date on which it knew or should reasonably have known of commencement of the event of Force Majeure. To the extent not prevented by an event of Force Majeure, the affected Party shall: (i) continue to perform its obligations under this PO; and (ii) use reasonable efforts to mitigate the effect of any event of Force Majeure.</p>   |                           |              |            |                            |               |
| <p>18. Termination</p>   |                           |              |            |                            |               |
| <p>Buyer reserves the right to terminate this PO either in part or full, by written notice to Seller: (i) for convenience; (ii) in the event any proceeding is instituted against Seller seeking to adjudicate Seller as bankrupt or insolvent, and the same has not been withdrawn or dismissed within ten (10) days of such institution; or (iii) in case of breach by Seller of its obligations under this PO. No claim shall lie against Buyer towards any losses suffered by Seller in this regard. Upon such termination, Buyer shall have an option of taking Delivery of completed portion of Goods, or requiring Seller to refund all amounts paid. Any terms that by their nature survive termination of this PO remain in effect until fulfilled, and shall apply to successors and assigns of the Parties.</p> |                           |              |            |                            |               |
| <p>19. Governing Law and Dispute Resolution</p>  |                           |              |            |                            |               |
| <p>This PO shall be governed by laws of India and courts at Ahmedabad, Gujarat, India shall have exclusive jurisdiction in all matters relating to this PO for the purpose of dispute resolution and for enforcement of any action and proceedings arising out of this PO.</p>   |                           |              |            |                            |               |
| <p>20. Amendment</p>   |                           |              |            |                            |               |
| <p>Buyer reserves the right to modify terms of this PO at any point of time, by written notice to Seller, and Seller shall incorporate such modifications in the course of performing its obligations. If any such change results in an impact on PO Price or Delivery Schedule, Seller shall provide notice to Buyer, and Parties shall mutually agree upon an equitable adjustment to PO Price and Delivery Schedule, which shall be effective upon a written amendment to this PO.</p>  |                           |              |            |                            |               |
| <p>21. Confidentiality</p>   |                           |              |            |                            |               |
| <p>All information including, without limitation, any oral and written information disclosed by Buyer to Seller or any other person/entity acting for and on behalf of Seller, shall be deemed to be confidential and proprietary to Buyer. Seller shall not disclose or use any information supplied hereunder for a purpose other than for performance of its obligations under this PO, unless otherwise specified.</p>   |                           |              |            |                            |               |
| <p>22. Anti-bribery and anti-corruption</p>  |                           |              |            |                            |               |
| <p>Seller covenants that neither Seller nor any of its affiliates, sub-suppliers or representatives shall offer or give any bribe, commission or gift to a representative of Buyer or its affiliates in relation to the obtaining or execution of this PO. Seller shall be liable for all losses suffered by Buyer on account of Seller's breach of this Clause, and Buyer may recover such losses by deduction, set-off or recovery from amounts otherwise due to Seller.</p>   |                           |              |            |                            |               |
| <p>23. Assignment</p>  |                           |              |            |                            |               |
| <p>Seller shall not be entitled to assign any part of this PO or any benefit or interest thereunder without obtaining Buyer's prior written consent.</p>   |                           |              |            |                            |               |
| <p>ADANI WILMAR LTD</p>  |                           |              |            | <p>Seller's Acceptance</p> |               |
| <p>Authorised Signatory</p>  |                           |              |            | <p>Signature and Date</p>  |               |

Purchase Order

|  |   |
|--|---|
| <b>VENDOR NAME &amp; ADDRESS</b>   | <b>INFORMATION</b>  |
| MECGALE PNEUMATICS PVT LTD<br>HINGNA NAGPUR<br>N 65 MIDC HINGNA ROAD<br>440016 NAGPUR<br>State:Maharashtra<br>GSTIN :27AADCM7418C1ZN<br>State Code: 27<br>Tel : 9225344123 / Fax :<br>Email : INFO@MECGALE.COM | <b>P. O. No.:</b> 1000153111<br><b>Date :</b> 09.01.2021<br><b>Contact Person</b><br><b>Quotation No &amp; Date.</b><br><br><b>Inco Terms</b> EXW Plant |

|   |   |
|---|---|
| <b>BILLING ADDRESS</b>  | <b>CONSIGNEE ADDRESS</b>  |
| Adani Wilmar Limited<br>SY NO 292 & 317 PANTAPALEM (EPURU 1B)<br>VILLAGE, MUTHUKURU MANDAL<br>524323 MUTHUKURU<br>MANDAL-KRISHNAPATNAM-Nellore<br>GSTIN : 37AABCA8056G1ZO | Adani Wilmar Limited<br>SY NO 292 & 317 PANTAPALEM (EPURU 1B)<br>VILLAGE, MUTHUKURU MANDAL<br>524323 MUTHUKURU<br>MANDAL-KRISHNAPATNAM-Nellore<br>GSTIN No :37AABCA8056G1ZO |

|                               |
|-------------------------------|
| <b>Payment Terms</b>          |
| Pay Immediately w/o Deduction |

Please supply the undermentioned materials subject to the conditions herein and overleaf. Currency : INR

| Item  | Material Code/Description  | Quantity/UOM         | Gross Rate           | Amount                      | Delivery Date |
|---|--|----------------------|----------------------|-----------------------------|---------------|
| 1   | 2065010533<br>HSN:84378020<br>SILO,GIC W/ACCESSORIES,CAP:200MT<br>Integrated GST | 1.00 /SET<br><br>5 % | 1582809.00 /1<br>SET | 1582809.00<br><br>79,140.45 | 31.03.2021    |
| <p><b>SUMMARY</b></p> <p><b>Total Gross Value : 1,582,809.00</b></p> <p><b>Total Freight : 0.00</b></p> <p><b>Total CGST : 0.00</b></p> <p><b>Total SGST : 0.00</b></p> <p><b>Total IGST : 79,140.45</b></p> <p><b>Total CESS : 0.00</b></p> <hr/> <p><b>Total Order Value : 1,661,949.45</b></p> |  |                      |                      |                             |               |

In Word : INR ONE MILLION SIX HUNDRED SIXTY-ONE THOUSAND NINE HUNDRED FORTY-NINE AND FORTY-FIVE Paise

Terms & Conditions

**General Terms & Conditions**

1. Definitions

Defined terms used herein or anywhere else in this PO, together with their respective grammatical variations and cognate expressions, shall have the meanings specified herein:

"Basic Price" means the amount payable by Buyer to Seller for purchase of Goods, including packing, forwarding, freight and insurance charges, unless specified otherwise in Special Terms.

"Buyer" means the company specified in this PO, including its legal successors and assigns.

"Defect" means any defect or damage to Goods on account of non-conformance of Goods with Specifications, including faulty design, engineering or workmanship of Goods affecting the ability of Goods to comply with Specifications.

"Defect Liability Period" means the period set out in Special Terms, during which Seller shall remain liable for all repairs or replacement of any Defects at its own cost and expense.

"Delivery" means the loading, delivery and ancillary services to be performed by Seller or its

| Item | Material Code/Description  | Quantity/UOM | Gross Rate | Amount | Delivery Date |
|------|--|--------------|------------|--------|---------------|
|      | <p>representatives to deliver undamaged Goods at Delivery Point, in accordance with Delivery Term and as per other applicable conditions of this PO, and the terms #Deliver# or #Delivered# shall be construed accordingly.</p> <p>"Delivery Point" means the location at which Goods shall be Delivered, as specified in Special Terms.</p> <p>"Delivery Schedule" means the schedule for Delivery as set out in Special Terms.</p> <p>"Delivery Term" means the delivery term applicable for Delivery of Goods, as specified in Special Terms.</p> <p>"Drawings" means all drawings in respect of Goods, furnished by Buyer or Seller and approved by Buyer in writing.</p> <p>"Force Majeure" means the occurrence of any event which is: (i) beyond the reasonable control of the affected Party; (ii) unavoidable, notwithstanding the reasonable care of the affected Party; and (iii) not a result of the affected Party's negligence or failure to perform its obligations, and which has a direct, material and adverse effect upon the affected Party's ability to perform its obligations under this PO, and such events shall mean acts of God, earthquake, volcanic activity, fire, flood or other natural disasters, war, invasions, riots, terrorism, civil disturbances or embargos.</p> <p>"Goods" means the goods including spares, accessories and tools and tackles (as applicable) to be supplied by Seller as per the scope of work in terms of this PO, as specified in Special Terms.</p> <p>"GST" means the applicable goods and services tax payable in terms of applicable law of India for the time being in effect, as applicable to supply of Goods under this PO.</p> <p>"Party" means Buyer or Seller, as applicable.</p> <p>"PO" means this purchase order issued by Buyer, together with any schedule, annexure or attachment to this PO, including Specifications and Drawings, along with amendments to any of the foregoing.</p> <p>"PO Price" means the total of Basic Price and applicable GST, payable to Seller for performance of obligations under this PO, as specified in Special Terms.</p> <p>"Price Schedule" means the schedule annexed to the PO, setting out the price payable in respect of Goods.</p> <p>"Seller" means the successful bidder who is awarded this PO by Buyer.</p> <p>"Special Terms" means special terms and conditions applicable for this PO and set out herein.</p> <p>"Specifications" means all technical documents, specifications, guidelines, Drawings, latest international and Indian codes and standards applicable to Goods and any specific requirements that are attached to or set out in the PO or referred to in Special Terms.</p> <p>"Taxes" shall mean and include taxes, duties, levies, cess, royalty, GST and similar imposts, whether in the nature of indirect tax or direct tax and whether or not imposed at the state, municipal or any other level.</p> |              |            |        |               |
|      | <p><b>2. Price, Terms and Mode of Payment</b></p> <p>2.1. PO Price shall remain firm for the entire duration of this PO including extensions, if any, and shall not be subject to escalation for any reason whatsoever, unless as provided for in the PO or agreed otherwise by Buyer.</p> <p>2.2. PO Price shall be paid by wire transfer as per the terms specified in Special Terms and subject to deductions and/or withholdings required under applicable laws. Seller agrees that Buyer shall have a right to set-off payments due and payable to Seller under this PO against any payment due and receivable from Seller. Any payment made by Buyer shall not be deemed to constitute acceptance by Buyer of Goods or any part(s) thereof.</p>  |              |            |        |               |
|      | <p><b>3. Taxes and Duties</b></p> <p>Applicable Taxes on Goods shall be as specified in Special Terms. Any new Tax or variation in rate of applicable Taxes on Goods after issue of this PO and up to scheduled Delivery shall be to Buyer's account. Any increase in Taxes or implication of any new Taxes during the period wherein Delivery is delayed, for reasons not attributable to Buyer, shall be to Seller's account.</p>  |              |            |        |               |
|      | <p><b>4. Drawings</b></p> <p>Seller shall submit copies of Drawings to Buyer for approval. Notwithstanding any consent or approval of Buyer, Seller shall be responsible for any discrepancies, errors or omissions in the Drawings, documents and other particulars supplied by Seller.</p>   |              |            |        |               |
|      | <p><b>5. Packing, Forwarding and Transportation</b></p> <p>5.1. Unless otherwise specified in Special Terms, Basic Price shall be inclusive of packing, forwarding and transportation charges. Any loss/expense caused due to breakage, damage or pilferage of Goods while in transit shall be borne by Seller. Seller shall either appoint a carrier recommended by Buyer, or engage a carrier or transporter which is acceptable to Buyer.</p> <p>5.2. Seller shall be responsible for complying with Central Goods and Services Act, 2017 ("CGST Act") and</p>  |              |            |        |               |

| Item | Material Code/Description   | Quantity/UOM | Gross Rate | Amount | Delivery Date |
|------|---|--------------|------------|--------|---------------|
|      | <p>Central Goods and Services Tax Rules, 2017 ("CGST Rules"), generation of applicable e-way bill in accordance with the provisions thereof, as well any extension, amendment and cancellation thereof, and Buyer shall provide the required details to Seller in this regard, upon request. Copy of e-way bill shall be provided along with details of dispatch vehicle and other transportation documents before carriage of Goods and e-way bill copy shall be handed over to Buyer upon Delivery. Any fine/penalty levied upon Buyer due to Seller's non-compliance with CGST Act and CGST Rules shall be recovered from Seller at actuals.</p>   |              |            |        |               |
|      | <p>5.3. All Goods shall be carefully packed according to nature of Goods, and in a manner appropriate for safe and secure carriage of Goods in accordance with any instructions specified in Special Terms, or as per industry standards. All packing cases are non-returnable unless otherwise specified in Special Terms.</p>   |              |            |        |               |
|      | <p>6. Transit Insurance</p>   |              |            |        |               |
|      | <p>Unless otherwise specified in Special Terms, Seller shall procure transit risk insurance at its cost. The insurance procured shall cover all risks till Goods are Delivered and unloaded at the Delivery Point, unless otherwise specified in Special Terms.</p>   |              |            |        |               |
|      | <p>7. Inspection</p>  |              |            |        |               |
|      | <p>Buyer reserves the right to appoint a third party inspector or its own representative for inspection of Goods, or require Seller's technically qualified experts at Seller's works to carry out inspection on Buyer's behalf. Seller shall provide all assistance to Buyer in inspection of Goods, including but not limited to, providing access to Buyer to its works, and furnishing inspection reports and test certificates to Buyer.</p>   |              |            |        |               |
|      | <p>8. Acceptance and/or Rejection of Goods</p>  |              |            |        |               |
|      | <p>Final inspection of Goods for compliance with Specifications and the terms of this PO shall be performed upon Delivery, and Buyer's determination shall be final in this regard. Buyer reserves the right to reject Goods, in part or in full, that are non-compliant with Specifications and terms of this PO, and shall inform Seller of Buyer's determination in writing. No claim by Seller in respect of such rejection shall be entertained. Seller shall repair/replace the Defective Goods, at its own cost and risk, within a timeframe advised by Buyer. The rejected Goods shall be immediately retrieved by Seller. If Seller fails to retrieve such rejected Goods within thirty (30) days of such rejection, Buyer shall have the right, at Seller's risk and cost, to dispose such rejected Goods towards recovery of costs incurred by Buyer on storage, handling and disposal of such rejected Goods.</p> |              |            |        |               |
|      | <p>9. Title and Risk</p>  |              |            |        |               |
|      | <p>Unless otherwise specified in PO, all Goods shall become the property of Buyer, on the earlier of: (i) completion of Delivery; or (ii) payment of PO Price by Buyer. The risk in Goods shall pass from Seller to Buyer upon Delivery.</p>  |              |            |        |               |
|      | <p>10. Defect Liability</p>   |              |            |        |               |
|      | <p>During Defect Liability Period, any Defect or damage found in Goods shall be promptly repaired, replaced or otherwise made good at Seller's cost. If Seller fails to remedy such Defect within the time period advised by Buyer, Buyer may, by providing a notice to Seller, proceed to rectify such Defect, and all costs incurred by Buyer in connection therewith shall be reimbursed by Seller, or deducted by Buyer from any amounts due to Seller.</p>   |              |            |        |               |
|      | <p>11. Fitment or Interchangeability Guarantee</p>  |              |            |        |               |
|      | <p>All Goods procured under this PO shall be interchangeable with certain other parts or components (as may be specified in PO), shall conform to Specifications and shall be identical to its corresponding main part or component, and shall be fully interchangeable (dimensionally and/or functionally, as applicable). Seller shall submit to Buyer a certificate guaranteeing the fitment-cum-interchangeability of such spares, components or parts upon Delivery.</p>   |              |            |        |               |
|      | <p>12. Risk Purchase</p>  |              |            |        |               |
|      | <p>In case Seller fails to complete Delivery or the Contract is terminated in accordance with Clause 18, then without prejudice to any other rights that Buyer may have under law or this PO, Buyer shall have the right to procure goods or equipment similar to Goods from a third party. In such an event, Seller shall be liable to reimburse additional costs incurred by Buyer on procurement of such goods or equipment.</p>   |              |            |        |               |
|      | <p>13. Representations and Warranties</p>   |              |            |        |               |
|      | <p>Seller represents and warrants to Buyer that: (i) it has full power and authority to execute and deliver this PO; (ii) the execution, delivery and performance of this PO by Seller does not and shall not conflict with or result in breach of any applicable laws; and (iii) Goods furnished by it shall be fit for the purposes and uses intended and capable of operation as per Specifications, and in accordance with this PO.</p>   |              |            |        |               |
|      | <p>14. Intellectual Property Rights</p>   |              |            |        |               |
|      | <p>Seller represents and warrants that Goods do not, and shall not, infringe any patent, utility model, design, trademark, copyright or other intellectual property right of any third party. The title and license to all designs, drawings, documentation, inventions and discoveries made by Seller while performing its obligations under this PO, shall be vested in Buyer, and Buyer shall be entitled to copy or reproduce</p>   |              |            |        |               |

| Item                 | Material Code/Description   | Quantity/UOM | Gross Rate | Amount              | Delivery Date |
|----------------------|---|--------------|------------|---------------------|---------------|
|                      | documents, Drawings and information furnished by Seller in this regard for the purpose of which they are intended, without requiring Seller's permission.   |              |            |                     |               |
|                      | 15. Indemnity   |              |            |                     |               |
|                      | Seller shall defend, indemnify and hold harmless Buyer, its employees and officers from and against any and all suits, actions or administrative proceedings, claims, losses, damages, costs and expenses of whatsoever nature, which Buyer may suffer, as a result of: (i) any infringement or alleged infringement of intellectual property rights of a third party; (ii) any fraud, gross negligence, wilful misconduct or illegal acts or omissions of Seller; or (iii) non-compliance with applicable laws by Seller.  |              |            |                     |               |
|                      | 16. Limitation of Liability   |              |            |                     |               |
|                      | The aggregate liability of either Party under this PO shall not exceed PO Price, provided that the limitation shall not apply to: (i) any obligation of Seller to repair or replace Defects in Goods; or (ii) any liability pursuant to Seller's indemnity obligations set out in Clause 15.  |              |            |                     |               |
|                      | 17. Force Majeure   |              |            |                     |               |
|                      | Each Party shall be excused from performance of their obligations under this PO and shall not be considered in default with respect to any obligation hereunder, if and to the extent that a failure of, or delay in performance is due to an event of Force Majeure, provided that the affected Party shall give notice of such event of Force Majeure to the other Party as a precondition to claiming relief for Force Majeure, as soon as reasonably practicable, but not later than seven (7) days after the date on which it knew or should reasonably have known of commencement of the event of Force Majeure. To the extent not prevented by an event of Force Majeure, the affected Party shall: (i) continue to perform its obligations under this PO; and (ii) use reasonable efforts to mitigate the effect of any event of Force Majeure. |              |            |                     |               |
|                      | 18. Termination   |              |            |                     |               |
|                      | Buyer reserves the right to terminate this PO either in part or full, by written notice to Seller: (i) for convenience; (ii) in the event any proceeding is instituted against Seller seeking to adjudicate Seller as bankrupt or insolvent, and the same has not been withdrawn or dismissed within ten (10) days of such institution; or (iii) in case of breach by Seller of its obligations under this PO. No claim shall lie against Buyer towards any losses suffered by Seller in this regard. Upon such termination, Buyer shall have an option of taking Delivery of completed portion of Goods, or requiring Seller to refund all amounts paid. Any terms that by their nature survive termination of this PO remain in effect until fulfilled, and shall apply to successors and assigns of the Parties.                                     |              |            |                     |               |
|                      | 19. Governing Law and Dispute Resolution  |              |            |                     |               |
|                      | This PO shall be governed by laws of India and courts at Ahmedabad, Gujarat, India shall have exclusive jurisdiction in all matters relating to this PO for the purpose of dispute resolution and for enforcement of any action and proceedings arising out of this PO.   |              |            |                     |               |
|                      | 20. Amendment   |              |            |                     |               |
|                      | Buyer reserves the right to modify terms of this PO at any point of time, by written notice to Seller, and Seller shall incorporate such modifications in the course of performing its obligations. If any such change results in an impact on PO Price or Delivery Schedule, Seller shall provide notice to Buyer, and Parties shall mutually agree upon an equitable adjustment to PO Price and Delivery Schedule, which shall be effective upon a written amendment to this PO.  |              |            |                     |               |
|                      | 21. Confidentiality   |              |            |                     |               |
|                      | All information including, without limitation, any oral and written information disclosed by Buyer to Seller or any other person/entity acting for and on behalf of Seller, shall be deemed to be confidential and proprietary to Buyer. Seller shall not disclose or use any information supplied hereunder for a purpose other than for performance of its obligations under this PO, unless otherwise specified.   |              |            |                     |               |
|                      | 22. Anti-bribery and anti-corruption  |              |            |                     |               |
|                      | Seller covenants that neither Seller nor any of its affiliates, sub-suppliers or representatives shall offer or give any bribe, commission or gift to a representative of Buyer or its affiliates in relation to the obtaining or execution of this PO. Seller shall be liable for all losses suffered by Buyer on account of Seller's breach of this Clause, and Buyer may recover such losses by deduction, set-off or recovery from amounts otherwise due to Seller.   |              |            |                     |               |
|                      | 23. Assignment  |              |            |                     |               |
|                      | Seller shall not be entitled to assign any part of this PO or any benefit or interest thereunder without obtaining Buyer's prior written consent.   |              |            |                     |               |
| ADANI WILMAR LTD     |   |              |            | Seller's Acceptance |               |
| Authorised Signatory |   |              |            | Signature and Date  |               |

# Purchase Order

|  |   |
|--|---|
| <b>VENDOR NAME &amp; ADDRESS</b>   | <b>INFORMATION</b>  |
| MADINENI INFRA DEVELOPERS<br>PANTAPALEM MATHUKUR MANDAL,<br>SPSR NELLORE<br>1-144,EPURU BIT-1B,<br>524323 NELLORE<br>State:Andhra Pradesh<br>GSTIN :37ABAFM9467E1Z0<br>State Code: 37<br>Attention: M MALLIKARJUNA NAIDU<br>Tel : 9440808409 / Fax :<br>Email : MADINENIMALLI999@GMAIL.COM | <b>P. O. No.:</b> 1500134474<br><b>Date :</b> 09.01.2021<br><b>Contact Person</b><br><b>Quotation No &amp; Date.</b><br><br><b>Inco Terms</b> AOS At Our Site |

|   |   |
|---|---|
| <b>BILLING ADDRESS</b>  | <b>CONSIGNEE ADDRESS</b>  |
| Adani Wilmar Limited<br>SY NO 292 & 317 PANTAPALEM (EPURU 1B)<br>VILLAGE, MUTHUKURU MANDAL<br>524323 MUTHUKURU<br>MANDAL-KRISHNAPATNAM-Nellore<br>GSTIN : 37AABCA8056G1ZO | Adani Wilmar Limited<br>SY NO 292 & 317 PANTAPALEM (EPURU 1B)<br>VILLAGE, MUTHUKURU MANDAL<br>524323 MUTHUKURU<br>MANDAL-KRISHNAPATNAM-Nellore<br>GSTIN No :37AABCA8056G1ZO |

|                      |
|----------------------|
| <b>Payment Terms</b> |
| Against Delivery     |

Please supply the undermentioned materials subject to the conditions herein and overleaf. Currency : INR

| Item | Material Code/Description               | Quantity/UOM | Gross Rate          | Amount     | Delivery Date |
|------|---|--------------|---------------------|------------|---------------|
| 1    | HSN:998719<br>120MT ASH SILO CIVIL WORK | 1.00 /AU     | 359,677.70 /1<br>AU | 359,677.70 | 31.03.2021    |
|      | Central GST                             | 9 %          |                     | 32,370.99  |               |
|      | State GST                               | 9 %          |                     | 32,370.99  |               |

**SUMMARY**

|                          |                     |
|--------------------------|---------------------|
| <b>Total Gross Value</b> | <b>: 359,677.70</b> |
| <b>Total Freight</b>     | <b>: 0.00</b>       |
| <b>Total CGST</b>        | <b>: 32,370.99</b>  |
| <b>Total SGST</b>        | <b>: 32,370.99</b>  |
| <b>Total IGST</b>        | <b>: 0.00</b>       |
| <b>Total CESS</b>        | <b>: 0.00</b>       |

**Total Order Value : 424,419.68**

In Word : INR FOUR HUNDRED TWENTY-FOUR THOUSAND FOUR HUNDRED NINETEEN ANDSIXTY-EIGHT Paise

Terms & Conditions

**General Terms & Conditions**

1. Definitions

Defined terms used herein or anywhere else in this SO, together with their respective grammatical variations and cognate expressions, shall have the meanings specified herein:

"Basic Price" means the amount payable by Owner to Contractor for performance of Services, including labour charges, cost of materials, consumables, tools and tackles, construction equipment, insurance charges, margin, overheads and all other costs associated with the performance of Services, unless specified otherwise in Special Conditions.

"Completion" means the completion of Services as per Specifications and in accordance with this SO.

"Completion Schedule" means the schedule for Completion as set out in Special Conditions.

"Contractor" means the successful bidder who is awarded this SO by Owner.

| Item | Material Code/Description  | Quantity/UOM | Gross Rate | Amount | Delivery Date |
|------|--|--------------|------------|--------|---------------|
|      | <p>"Defect" means any defect arising from or deficiency in Services on account of non-conformance of Services with Specifications.</p> <p>"Defect Liability Period" means the period set out in Special Conditions, during which Contractor shall remain liable for all repairs or replacement of any Defects at its own cost and expense.</p> <p>"Drawings and Documents" means all drawings, designs, models, manuals, documents, plans and certificates in respect of Services, furnished by Owner or Contractor and approved by Owner in writing.</p> <p>"Effective Date" means the date of issuance of this SO by Owner to Contractor, unless otherwise specified in Special Conditions.</p> <p>"Final Invoice" means the invoice raised by Contractor on Completion of Services in respect of all outstanding amounts.</p> <p>"Force Majeure" means the occurrence of any event which is: (i) beyond the reasonable control of the affected Party; (ii) unavoidable, notwithstanding the reasonable care of the affected Party; and (iii) not a result of the affected Party's negligence or failure to perform its obligations, and which has a direct, material and adverse effect upon the affected Party's ability to perform its obligations under this SO, and such events shall mean acts of God, earthquake, volcanic activity, fire, flood or other natural disasters, war, invasions, riots, terrorism, civil disturbances or embargos.</p> <p>"Free Issue Material" means the material supplied free of charge by Owner to Contractor in accordance with Clause 11 and as per the list mentioned in Special Conditions.</p> <p>"Good Industry Practice" means standards, methods, techniques and procedures that are employed by leading, reasonable and prudent services providers in India.</p> <p>"GST" means the applicable goods and services tax payable in terms of applicable law of India for the time being in effect, as applicable to performance of Services under this SO.</p> <p>"Owner" means the company issuing this SO, including its legal successors and assigns.</p> <p>"Party" means Owner or Contractor, as applicable.</p> <p>"Price Schedule" means the schedule annexed to the SO, setting out the price payable in respect of Services.</p> <p>"Running Account Bill" means the periodic bills raised by Contractor based on the progress of Services, but shall not include the Final Invoice.</p> <p>"Services" means the services to be performed by Contractor as per Specifications and scope of work in terms of this SO, as specified in Special Conditions.</p> <p>"Site" means the location at which Services (or any portion thereof) are to be performed, as specified in Special Conditions.</p> <p>"SO" means this service order issued by Owner, together with any schedule, annexure or attachment thereto, including Specifications and Drawings and Documents, along with amendments to any of the foregoing.</p> <p>"SO Price" means the total of Basic Price and applicable Taxes, payable to Contractor for performance of its obligations under this SO, as specified in Special Conditions.</p> <p>"Special Conditions" means special conditions of contract applicable for this SO and as set out therein.</p> <p>"Specifications" means all technical documents, specifications, guidelines, Drawings and Documents, performance indicators, latest international and Indian codes and standards and other parameters applicable to Services and any specific requirements that are attached to or set out in the SO.</p> <p>"Taxes" shall mean and include taxes, duties, levies, cess, royalty, GST and similar imposts, whether in the nature of indirect tax or direct tax and whether or not imposed at the state, municipal or any other level.</p> <p>"Term" has the meaning assigned to the term in Clause 2.</p> <p><b>2. Term</b></p> <p>This SO shall be in full force and effect from the Effective Date and shall continue to be in subsistence until all obligations under this SO have been fulfilled by the Parties, unless terminated earlier in accordance with Clause 23 ("Term").</p> <p><b>3. Price, Terms and Mode of Payment</b></p> <p><b>3.1.</b> SO Price shall remain firm during the Term including extensions, if any, and shall not be subject to escalation for any reason whatsoever, unless as provided for in the SO or agreed otherwise by Owner. No idling charges, down-time charges or any charges in respect of mobilisation or demobilisation shall be payable to Contractor for any reason whatsoever.</p> |              |            |        |               |

| Item  | Material Code/Description | Quantity/UOM | Gross Rate | Amount | Delivery Date |
|---|---------------------------|--------------|------------|--------|---------------|
| <p>3.2. SO Price shall be paid by wire transfer as per the terms specified in Special Conditions and subject to deductions and/or withholdings required under applicable laws. Contractor may raise Running Account Bills and/or the Final Invoice for claiming payment of the SO Price, as may be specified in Special Conditions. Contractor agrees that Owner shall have a right to set-off payments due and payable to Contractor under this SO against any payment due and receivable from Contractor. Any payment made by Owner shall not be deemed to constitute acceptance by Owner of Services or any part(s) thereof.</p> |                           |              |            |        |               |
| <p>4. Taxes</p>   |                           |              |            |        |               |
| <p>Applicable Taxes on Services shall be as specified in Special Conditions. Any new Tax or variation in rate of applicable Taxes on Services after issue of this SO and up to scheduled Completion shall be to Owner's account. Any increase in Taxes or implication of any new Taxes or duties during the period wherein Completion is delayed, for reasons not attributable to Owner, shall be to Contractor's account.</p>  |                           |              |            |        |               |
| <p>5. Location for Performing Services; Mobilisation</p>  |                           |              |            |        |               |
| <p>Depending upon nature of Services and requirements of Owner, Contractor shall be required to perform Services from its premises, at Site or any other location as may be specified in Special Conditions. In addition to rendering Services from its premises, Contractor agrees to provide, from time to time, as may be required, sufficient personnel at Site including any other premises as directed by Owner where any part of Services is required to be performed. Contractor shall be responsible for mobilizing all necessary trained personnel in order to complete Services as per the Completion Schedule.</p>      |                           |              |            |        |               |
| <p>6. Utilities and Facilities at Site</p>  |                           |              |            |        |               |
| <p>6.1. Unless specified otherwise in Special Conditions, Contractor shall, at its cost, be responsible for (i) construction and maintenance of office and storage facilities at Site; and (ii) arrangement of water, electricity and other utilities for performing Services at Site.</p>  |                           |              |            |        |               |
| <p>6.2. Contractor shall use energy efficient equipment, tools and machineries for performing Services and related activities and shall perform Services in a manner which would optimise the energy consumption by Contractor.</p>   |                           |              |            |        |               |
| <p>7. Drawings and Documents</p>  |                           |              |            |        |               |
| <p>Contractor shall submit copies of Drawings and Documents to Owner for approval. Notwithstanding any consent or approval of Owner, Contractor shall be responsible for any discrepancies, errors or omissions in the Drawings and Documents and other particulars supplied by Contractor.</p>   |                           |              |            |        |               |
| <p>8. Personnel</p>   |                           |              |            |        |               |
| <p>8.1. Contractor shall be solely responsible for all personnel engaged for the performance of Services, without any recourse to Owner. The personnel shall possess suitable competence, ability, skill, expertise, training and qualifications as is required for the performance of Contractor's obligations under this SO. Owner reserves the right to require Contractor to cause removal or replacement of any personnel indulging in misconduct or acting in a manner which is non-compliant with this SO or prejudicial to health, safety, the protection of the project or environment.</p>                                |                           |              |            |        |               |
| <p>8.2. Contractor shall require its subcontractors and personnel engaged in performance of Services to comply with this SO and relevant labour laws, including laws relating to employment, provident fund, health, safety, welfare and immigration. Contractor shall undertake background verification and screening for criminal records in respect of all personnel engaged for performance of Services.</p>  |                           |              |            |        |               |
| <p>8.3. Contractor shall be liable and responsible for all payments to its personnel, including salaries, wages, Taxes, allowances and other benefits in accordance with the laws. Contractor shall, at its own cost, make arrangements for the engagement of all personnel, local or otherwise, including their boarding and lodging and transport.</p>  |                           |              |            |        |               |
| <p>9. Scope of Services and Work Program</p>  |                           |              |            |        |               |
| <p>9.1. Services to be performed by Contractor shall be as specified in the Special Conditions. Contractor shall perform Services in accordance with Specifications and shall not perform any extra and/or additional work that is not a part of Services till such additional work is included within the scope of Services by way of an amendment to this SO.</p>   |                           |              |            |        |               |
| <p>9.2. Contractor shall, within [fifteen (15)] days from the date of release of this SO, submit to Owner a detailed program of performance of Services by Contractor, presenting the sequence in which Contractor proposes to schedule, program and perform all obligations under this SO. The program so submitted by Contractor shall be in accordance with the Completion Schedule.</p>   |                           |              |            |        |               |
| <p>10. Quality Assurance</p>  |                           |              |            |        |               |
| <p>Contractor shall perform Services strictly in accordance with Drawings and Documents, Specifications, Good Industry Practice and all terms and conditions specified in this SO. Contractor shall also strictly follow all quality assurance or quality control plans and procedures as approved by Owner for Services. Non-compliance of any such regulation shall lead to non-acceptance of Services and render Contractor responsible for payment of any costs or damages that Owner may impose upon on Contractor for the</p>   |                           |              |            |        |               |

| Item | Material Code/Description   | Quantity/UOM | Gross Rate | Amount | Delivery Date |
|------|---|--------------|------------|--------|---------------|
|      | same.   |              |            |        |               |
| 11.  | Insurance   |              |            |        |               |
|      | <p>Unless otherwise specified in Special Conditions, Contractor shall procure at its cost, all insurances required to be obtained by Contractor in terms of applicable law, including workmen#s compensation, employees# state insurance public liability insurance and insurance for all its employees, equipment, vehicles, and other assets engaged in the performance of Services.</p>  |              |            |        |               |
| 12.  | Free Issue Material   |              |            |        |               |
|      | <p>12.1. Owner may supply Free Issue Materials to Contractor, as set out in Special Conditions, from its stores. Contractor shall take possession of such Free Issue Materials and transport the same from Owner#s stores to Site. Upon taking possession of Free Issue Materials, Contractor shall be responsible for safe custody and transport of such Free Issue Materials and maintenance of accounts in respect of Free Issue Materials.</p>  |              |            |        |               |
|      | <p>12.2. Contractor shall submit a consumption statement for Free Issue Material along with each Running Account Bill and/or Final Invoice raised, as the case may be, in a format as may be specified by Owner, which shall tally with the balance Free Issue Material and scrap available with Contractor. Owner reserves the right to withhold payment in case the reconciliation statement is not submitted to the satisfaction of Owner. On Completion, surplus Free Issue Material shall be returned by Contractor to Owner#s stores, at the risk and cost of Contractor.</p>               |              |            |        |               |
|      | <p>12.3. Other than the limits for allowable wastage, including returnable scrap (if any) for specified Free Issue Materials, no wastage shall be allowed for Free Issue Materials. Owner shall have the right to recover the landed cost (i.e. cost plus freight and Taxes) incurred by Owner in respect of any Free Issue Material consumed in excess of the theoretical consumption (including allowable wastage and returnable scrap generated therefrom), from the amounts due and payable to Contractor.</p>  |              |            |        |               |
| 13.  | Compliance with Applicable Law and Site Regulations   |              |            |        |               |
|      | <p>13.1. Contractor shall and shall also ensure that its subcontractors and their respective personnel abide by all applicable laws relating to performance of Services, including environmental laws. Contractor shall take all necessary care that Services are performed with the minimum possible impact on the environment and local community in respect of land and occupants affected by or adjacent to Site.</p>   |              |            |        |               |
|      | <p>13.2. Contractor shall comply with the specific rules and regulations (including safety regulations) to be observed during performance of Services and while Contractor is at Site, as provided by Owner. Contractor shall ensure that its agents, labourers and personnel also comply with the said rules and regulations, which shall include rules in respect of security, safety of the property, facilities, assets and people at Site, gate control, sanitation, medical care and fire prevention.</p>   |              |            |        |               |
|      | <p>13.3. Contractor shall also strictly comply with standard safety norms, rules and regulations prevalent in the industry while performing its obligations under the SO.</p>   |              |            |        |               |
|      | <p>13.4. Contractor shall be responsible for any damage or injury to persons or property of Owner or third parties caused as a result of acts or omissions of Contractor in the course of performing Services under this SO.</p>  |              |            |        |               |
| 14.  | Permits and Licenses  |              |            |        |               |
|      | <p>Contractor shall obtain and maintain all necessary authorisations and clearances, including all visa, work permits and other immigration requirements, which may be required to be obtained and maintained under applicable laws. Contractor shall maintain all records and registers as per the provisions of applicable labour laws and shall be solely liable for any consequences arising out of non-compliance with applicable laws by itself or by its subcontractors, agents or personnel. Any incidental expenses for complying with applicable laws shall be borne by Contractor.</p> |              |            |        |               |
| 15.  | Inspection and Acceptance of Services   |              |            |        |               |
|      | <p>15.1. Owner shall be entitled to inspect, audit and review at any and all times the performance of Services at any and all places where such Services are to be, or are being performed. Owner reserves the right to appoint a third party inspector or its own representative for inspection of Services. Contractor shall provide all assistance to Owner in inspection of Services, including but not limited to furnishing inspection reports and test certificates to Owner, as may be applicable.</p>  |              |            |        |               |
|      | <p>15.2. Owner reserves the right to reject Services, in part or in full, that are non-compliant with Specifications and terms of this SO, and shall inform Contractor of Owner#s determination in writing. No claim by Contractor in respect of such rejection shall be entertained. Contractor shall rectify the Defects, at its own cost and risk, within a timeframe advised by Owner.</p>  |              |            |        |               |
| 16.  | Title and Risk  |              |            |        |               |
|      | <p>Unless otherwise specified in SO, title and proprietary interest in the works created pursuant to performance of Services, including any drawings or documents, shall become the property of Owner, on the earlier of: (i) Completion; or (ii) payment of SO Price by Owner. The risk and care of works during the performance of Services shall be of Contractor from Effective Date and shall pass to Owner upon</p>   |              |            |        |               |

| Item | Material Code/Description   | Quantity/UOM | Gross Rate | Amount | Delivery Date |
|------|---|--------------|------------|--------|---------------|
|      | Completion.   |              |            |        |               |
|      | 17. Defect Liability  |              |            |        |               |
|      | During Defect Liability Period, any Defect found in the performance of Services shall be promptly repaired, re-performed or otherwise made good at Contractor's cost.   |              |            |        |               |
|      | 18. Contractor's Liability for Failure to Perform   |              |            |        |               |
|      | In case Contractor fails to perform Services in accordance with Specifications and Completion Schedule, including its obligations under Clause 16 or the Contract is terminated in accordance with Clause 24, then without prejudice to any other rights that Owner may have under law or this SO, Owner shall have the right to complete Services by itself or appoint another contractor to perform or complete Services, at Contractor's cost and expense.   |              |            |        |               |
|      | 19. Representations and Warranties  |              |            |        |               |
|      | Contractor represents and warrants to Owner that: (i) it has full power and authority to execute and deliver this SO; (ii) the execution, delivery and performance of this SO by Contractor does not and shall not conflict with or result in breach of any applicable laws; (iii) Services performed hereunder shall be executed in a timely manner with due care and diligence, and shall be fit for the purposes and uses intended in accordance with Specifications, Good Industry Practice and this SO; (iv) it has requisite skill, knowledge, expertise, experience, personnel, financial and technical capability and adequate infrastructure to successfully perform all Services in accordance with this SO; and (v) it is fully aware of all applicable laws which must be complied with during the performance of Services.                 |              |            |        |               |
|      | 20. Intellectual Property Rights  |              |            |        |               |
|      | Contractor represents and warrants that the performance of Services do not, and shall not, infringe any patent, utility model, design, trademark, copyright or other intellectual property right of any third party. The title and license to all designs, drawings, documentation, inventions and discoveries made by Contractor while performing its obligations under this SO and other project related developments, shall be vested in Owner, and Owner shall be entitled to copy or reproduce Contractor's Drawings and Documents and other information furnished by Contractor in this regard for the purpose of which they are intended, without requiring Contractor's permission.   |              |            |        |               |
|      | 21. Indemnity   |              |            |        |               |
|      | Contractor shall defend, indemnify and hold harmless Owner, its employees and officers from and against any and all suits, actions or administrative proceedings, claims, losses, damages, costs and expenses of whatsoever nature, which Owner may suffer, as a result of: (i) any infringement or alleged infringement of intellectual property rights of a third party; (ii) any fraud, gross negligence, wilful misconduct or illegal acts or omissions of Contractor; (iii) non-compliance with applicable laws by Contractor; or (iv) injury to or death of third parties or damage to or loss of property of third parties caused by any act or omission of Contractor or Contractor's personnel.  |              |            |        |               |
|      | 22. Limitation of Liability   |              |            |        |               |
|      | The aggregate liability of either Party under this SO shall not exceed SO Price, provided that the limitation shall not apply to: (i) any obligation of Contractor to rectify Defects in Services; or (ii) any liability pursuant to Contractor's obligations set out in Clauses 19, 20 and 26.   |              |            |        |               |
|      | 23. Force Majeure   |              |            |        |               |
|      | Each Party shall be excused from performance of their obligations under this SO and shall not be considered in default with respect to any obligation hereunder, if and to the extent that a failure of, or delay in performance is due to an event of Force Majeure, provided that the affected Party shall give notice of such event of Force Majeure to the other Party as a precondition to claiming relief for Force Majeure, as soon as reasonably practicable, but not later than seven (7) days after the date on which it knew or should reasonably have known of commencement of the event of Force Majeure. To the extent not prevented by an event of Force Majeure, the affected Party shall: (i) continue to perform its obligations under this SO; and (ii) use reasonable efforts to mitigate the effect of any event of Force Majeure. |              |            |        |               |
|      | 24. Termination   |              |            |        |               |
|      | 24.1. Owner reserves the right to terminate this SO either in part or full, by giving seven (7) days' written notice to Contractor: (i) for convenience; (ii) in the event any proceeding is instituted against Contractor seeking to adjudicate Contractor as bankrupt or insolvent, and the same has not been withdrawn or dismissed within [ten (10)] days of such institution; or (iii) in case of breach by Contractor of its obligations under this SO. No claim shall lie against Owner towards any losses suffered by Contractor in this regard.  |              |            |        |               |
|      | 24.2. Upon such termination, Contractor shall: (i) cease all further work, except as may be specified by Owner; (ii) settle all outstanding payments in relation to this SO to any third parties; (iii) terminate its engagement of personnel in relation to this SO; and (iv) if required by Owner, remove from Site any wreckage, rubbish and debris of any kind and leave the whole of Site in a clean and safe condition. Owner shall pay to Contractor only the amounts due and payable for Services properly completed as of the date of  |              |            |        |               |

| Item                 | Material Code/Description   | Quantity/UOM | Gross Rate | Amount              | Delivery Date |
|----------------------|---|--------------|------------|---------------------|---------------|
|                      | <p>termination, and any determination made by Owner in respect of completed Services shall be final and binding on Contractor. Any terms that by their nature survive termination of this SO shall remain in effect until fulfilled, and apply to successors and assigns of the Parties.</p> <p>25. Governing Law and Dispute Resolution</p> <p>This SO shall be governed by laws of India and courts at Ahmedabad, Gujarat, India shall have exclusive jurisdiction in all matters relating to this SO for the purpose of dispute resolution and for enforcement of any action and proceedings arising out of this SO.</p> <p>26. Amendment</p> <p>26.1. Owner reserves the right to modify terms of this SO at any point of time, by written notice to Contractor, and Contractor shall incorporate such modifications in the course of performing its obligations.</p> <p>26.2. If (i) any such change pursuant to Clause 25.1 results in an impact on SO Price or Completion Schedule; or (ii) Contractor requires any addition, variation or change in scope of Services, Contractor shall provide notice to Owner, and Parties shall mutually agree upon the terms and conditions for the performance and execution of the change in scope of Services, which may include an equitable adjustment to SO Price and Completion Schedule, and such variation shall be effective upon a written amendment to this SO.</p> <p>27. Confidentiality</p> <p>All information including, without limitation, any oral and written information disclosed by Owner to Contractor or any other person/entity acting for and on behalf of Contractor, shall be deemed to be confidential and proprietary to Owner. Contractor shall not disclose or use any information supplied hereunder for a purpose other than for performance of its obligations under this SO, unless otherwise specified, and further undertakes to not reverse engineer any information furnished by Owner. Contractor shall keep the confidential information securely and properly protected against theft, damage, loss and unauthorized access (including access by electronic means).</p> <p>28. Cooperation</p> <p>Contractor shall cooperate and work in good faith with other third party contractors that may be appointed by Owner, including by providing necessary information and support, as necessary, to ensure seamless conduct of their respective services and scope of work.</p> <p>29. Anti-bribery and anti-corruption</p> <p>Contractor covenants that neither Contractor nor any of its affiliates, sub-contractors or representatives have, nor shall they offer or give any bribe, commission or gift to a representative of Owner or its affiliates in relation to the obtaining or execution of this SO. Contractor shall be liable for all losses suffered by Owner on account of Contractor's breach of this Clause, and Owner may recover such losses by deduction, set-off or recovery from amounts otherwise due to Contractor.</p> <p>30. Assignment and Subcontracting</p> <p>30.1. Contractor shall not be entitled to assign or subcontract any part of this SO or any benefit or interest thereunder without obtaining Owner's prior written consent.</p> <p>30.2. Contractor shall be responsible for acts, omissions and defaults of any subcontractor as fully as if they were the acts, omissions or defaults of Contractor and any assignment or subcontracting shall not relieve Contractor of any of its responsibilities under this SO or at law.</p> <p>31. Independent Contractor</p> <p>Parties acknowledge and accept that Contractor shall act and perform its obligations under this SO as an independent contractor and that Contractor shall not be regarded as an employee, agent or partner of Owner. Contractor shall not have any power or authority to enter into any contract, agreement or arrangement for or on behalf of Owner.</p> <p>32. Non-Solicitation</p> <p>Contractor shall not, during the Term and for a period of [one (1)] year thereafter, directly or indirectly offer employment to or employ/hire the employees of Owner.</p> |              |            |                     |               |
| ADANI WILMAR LTD     |   |              |            | Seller's Acceptance |               |
| Authorised Signatory |   |              |            | Signature and Date  |               |

Purchase Order

|  |   |
|--|---|
| <b>VENDOR NAME &amp; ADDRESS</b>   | <b>INFORMATION</b>  |
| JESHA & CO<br>PAVANI PINNACLE APARTMENT<br>524003 NELLORE<br>State:Andhra Pradesh<br>GSTIN :37DOJPK6454Q1Z0<br>State Code: 37<br>Tel : / Fax :<br>Email : JESHA.CO@YAHOO.COM | <b>P. O. No.:</b> 4100009216<br><b>Date :</b> 09.01.2021<br><b>Contact Person</b><br><b>Quotation No &amp; Date.</b><br><br><b>Inco Terms</b> EXW Plant |

|   |   |
|---|---|
| <b>BILLING ADDRESS</b>  | <b>CONSIGNEE ADDRESS</b>  |
| Adani Wilmar Limited<br>SY NO 292 & 317 PANTAPALEM (EPURU 1B)<br>VILLAGE, MUTHUKURU MANDAL<br>524323 MUTHUKURU<br>MANDAL-KRISHNAPATNAM-Nellore<br>GSTIN : 37AABCA8056G1ZO | Adani Wilmar Limited<br>SY NO 292 & 317 PANTAPALEM (EPURU 1B)<br>VILLAGE, MUTHUKURU MANDAL<br>524323 MUTHUKURU<br>MANDAL-KRISHNAPATNAM-Nellore<br>GSTIN No :37AABCA8056G1ZO |

|                               |
|-------------------------------|
| <b>Payment Terms</b>          |
| Pay Immediately w/o Deduction |

Please supply the undermentioned materials subject to the conditions herein and overleaf. Currency : INR

| Item | Material Code/Description           | Quantity/UOM | Gross Rate          | Amount     | Delivery Date |
|------|-------------------------------------|--------------|---------------------|------------|---------------|
| 1    | HSN:998719<br>NEW ASH SILO ERECTION | 1.00 /AU     | 881,200.00 /1<br>AU | 881,200.00 | 31.03.2021    |
|      | Central GST                         | 9 %          |                     | 79,308.00  |               |
|      | State GST                           | 9 %          |                     | 79,308.00  |               |

**SUMMARY**

|                          |                     |
|--------------------------|---------------------|
| <b>Total Gross Value</b> | <b>: 881,200.00</b> |
| <b>Total Freight</b>     | <b>: 0.00</b>       |
| <b>Total CGST</b>        | <b>: 79,308.00</b>  |
| <b>Total SGST</b>        | <b>: 79,308.00</b>  |
| <b>Total IGST</b>        | <b>: 0.00</b>       |
| <b>Total CESS</b>        | <b>: 0.00</b>       |

**Total Order Value : 1,039,816.00**

In Word : INR ONE MILLION THIRTY-NINE THOUSAND EIGHT HUNDRED SIXTEEN

Terms & Conditions

|                      |                     |
|----------------------|---------------------|
| ADANI WILMAR LTD     | Seller's Acceptance |
| Authorised Signatory | Signature and Date  |



**ANDHRA PRADESH POLLUTION CONTROL BOARD**  
Paryavarana Bhavan, A-3, IE, Sanathnagar, Hyderabad-18.

28

Phone: 040 – 23887500  
Fax: 040 – 23815631

Grams: "Kalushya Nivarana"  
Website: [www.appcb.ap.nic.in](http://www.appcb.ap.nic.in)  
e-mail: [uh3\\_jcee@pcb.ap.gov.in](mailto:uh3_jcee@pcb.ap.gov.in)

Lr. No.3/ APPCB/Legal/2015- 638.

Date: 14.09.2015.

To  
The Secretary,  
Department of Industries and Commerce,  
Govt. of Andhra Pradesh,  
A.P. Secretariat,  
Hyderabad.

Sir,

Sub: Edible Oil Refineries located in Nellore District – Complaint received from the public on Environmental Problems – Providing of surface water– Requested – Reg.

Ref: Review meeting held with Managements of Edible Oil Refineries on 06.07.2015.

@@@

It is to inform that the Board has received several complaints from the local villagers on environmental problems due to operations of Edible Oil Refineries located in Muthukur Mandal of Nellore District. Officials of the Board have verified the complaints and observed that one of the major concern is usage of huge quantity of ground water by edible oil refineries.

Seven Edible Oil Refineries are operating in the area and new edible oil refineries also coming up in the area. These are large scale Edible Oil Port Based Refineries having capacity of around 1000 TPD. These refiners consume water in the range of 1000 to 1500 KLD by each refinery. At present these refineries are meeting water requirement from the ground water sources within outside the premises. Due to proximity to the coast, fresh water is available only at shallow depths in the area. Drawl of huge quantity of ground water by refineries is leading depletion of fresh water and also contamination of fresh water due to intrusion of saline water, supply of surface water and avoiding of usage of ground water is only way out for sustainable development of edible oil refineries in the area.

In view of the above, it is requested to arrange supply of surface water on cost basis to the edible oil refineries to over come sever environmental problems associate with present mode of usage of huge quantity of ground water by the refineries.

Encl: As above.

Yours faithfully,

MEMBER SECRETARY

Copy to the Vice Chairman and Managing Director, APIIC, Hyderabad for favour of information and necessary action.

Copy to the President, Krishnapatnam Edible Oil Refiners' Association, # 203, Diamond House Behind Topaz Building, Panjagutta, Hyderabad – 5000082 for information and with a request to take up the issue with Authorities of the Government.

From

Sri.B.Sudhakar Babu,M.Tech,FIGS.,  
Chief Engineer,  
N.T.R Telugu Ganga Project.,  
Tirupati – 517 507.

To

The Engineer-in-Chief(Irrigation),  
Water Resources Department,  
Irrigation Compound, P.W.D. Grounds,  
Vijayawada – 520 002.

Lr. No :CE/NTRTGP/TPT/DW/EE1/DEE1/AEE3/W.A.Vol-3/ 81 Dt: 02.02.2017

Sir,

Sub:- Water Resources Department – Industrial water supply- Water Supply to the Edible Oil Refineries at Krishnapatnam, Nellore Dist- Permission for the Krishnapatnam Edible Oils refiner association to draw water from the Sarvepalli Reservoir through pipe line – Submission of Report - Regarding.

- Ref:- 1) The VC&MD,APIIC,HydLr.No.47701/2015/Tappal-WRD,dt:4-8-15  
2) ENC (I), WRD, HYD.LR.NO:ENC (I)/EE/DEE1/AEE2/2015, DT:-05.12.2015  
3) CE/TGP/TPT.Memo.No.CE/TGS/TS/T4/F.Irrigation/Water Supply to the Edible Oil Refineries, Dt:-16.04.2016.  
4) Krishnapatnam Edible oils Refiners Association Patnapalem,Krishnapatnam port Lr.No.NIL,dt:24-06-16 addressing to The Districtcollector/Nellore.  
5) CE/TGP/TPT. Memo. No. CE/NTRTGP/TPT/DW/EE1/DEE1/AEE2/P.No33 Vol.5/758/ Dt:-06.07.2016  
6) SE/IC/NLR:LrNo.SE/IC/NLR/DB/ATO.1/Krishnapatnam/11CE/TGP/dt:25-01-17

\*\*\*

In the reference 1st cited, the President, Krishnapatnam edible oil refiner association had referred to V.C &M.D,APIIC, Hyderabad that the total water requirement for the existing seven refineries itself is 7650 cum per day. It is understood that another five new refineries are under the process of getting statutory approvals. Assuming the same is granted, the government should plan for and facilitate for an additional supply of 5000 cum per day of water leading to a total of 12,650 cum per day for the total of 12 refineries (current & projected ) in Krishnapatnam.Since this arrangement will take a year or so requested permission to draw water from sarvepalli reservoir through tank lorries at their own cost.Once the infrastructure for drawing the water from Kandaleru reservoir is put in place this temporary arrangement of sarvepalli reservoir shall cease.

In the reference 2<sup>nd</sup> cited, the E.N.C.(I) has instructed to take necessary action as per Govt. memo .2772,dt :30-09-15 and Govt. Memo. No. 34027/3/15, dt:6-10-15 regarding releasing of water from Sarvepalli reservoir through Tankers.

In the reference 3<sup>rd</sup> cited, the CE/NTRTGP/TPT has accorded permission to draw at present 7.65 MLD of water through tankers from sarvepalli reservoir and in future 12.650 MLD at their own cost as a temporary arrangement and for further requirements of water the president, KEOR association may approach the Government.

In the reference 4<sup>th</sup> cited, The Krishnapatnam edible oil refineries has addressed to The District Collector, Nellore to draw water through pipe lines from sarvepalli reservoir.

In the reference 5<sup>th</sup> cited, this office has requested the SE/IC/NLR to submit feasibility report regarding this matter.

In the reference 6<sup>th</sup> cited, the SE/IC/NLR reported that Sarvepalli reservoir is having an ayacut of 15350 Acres with an FTL capacity of 1.74 TMC. Sarvepalli reservoir is a part of pennar delta system and is being fed by the water released from Somasila reservoir through sarvepalli canal as per the allocations made in somasila project report.

The Requirement of Krishnapatnam edible oil refineries is 12.650 MLD (163 Mcft) can be spared and may be drawn from sarvepalli reservoir if equal extent of water is allocated from somasila reservoir.

M/S Krishnapatnam edible oil refineries can draw water from sarvepalli reservoir during the crop period (normally from oct to march) and shall make arrangements for shortage for the rest of the year.

Hence, The Superintending Engineer reported that permission may be accorded to draw 12.650MLD (163 Mcft) from Sarvepalli reservoir by allocating the required water from somasila reservoir with a condition that M/s Krishnapatnam edible oil refineries shall make their own arrangements for drawl of water with necessary approval for the water drawl system.

In this connection it is submitted that sarvepalli reservoir is under penna delta system. The Penna delta system, comprises of Sangam anicut, Kanigiri reservoir, Kanpur canal system, Nellore barrage etc. Sarvepalli reservoir is at tail end receives water through supply channel.

Industrial water allocation made from somasila reservoir is as follows

|  |            |
|--|------------|
| 1) Already allocated water (IFFCO industry from Kanigiri reservoir<br>080 TMC + Krishnapatnam thermal plant 1.00TMC +<br>RTPP Stage IV -2.00 TMC ) | 3.800TMC   |
| 2) Proposals sent to Government. But not approved so far<br>(2000MW nuclear power plant at pulivendala, kadapa District)                           | 12.480 TMC |
| Total (3.800 TMC +12.480 TMC )   | 16.280 TMC |

|   |   |   |                |
|---|---|---|----------------|
| 3) 10 % of water reserved for industries from Somasila reservoir without deleting any contemplated ayacut | } | - | 7.0421 TMC     |
| Balance available water if approved item No2  |   | - | (-) 9.2379 TMC |
| (7.0421 -16.280 = (-) 9.2379 TMC) -   |   |   |                |

If Government permits, water should be drawn from Kandaleru reservoir by laying pipe line to Krishnapatnam edible oil refiners as proposed originally should hold good instead of drawing from sarvepalli reservoir as such Sarvepalli reservoir is having an ayacut of 15350 Acres with an FTL capacity of 1.74 TMC. Sarvepalli reservoir is a part of pennar delta system and is being fed by the water released from Somasila reservoir through sarvepalli canal as per the allocations made in somasila project report.

This is submitted for favour of information and for taking necessary action along with copy of register.

Encl: Extract Copy of Register,

Yours faithfully

Sd/(Dt:-02.02.2017.)  
Chief Engineer  
NTRTGP, Tirupati

- S/L
- 1) Copy to District Collector, Nellore for favour of information
  - 2) Copy to SE/IC/NLR for information and necessary action. He is requested to submit the copy of extract of register maintained in the circle immediately along with register of allocation.
  - 3) Copy to SE/SPcircle/NLR for information and necessary action. He is requested to submit the copy of extract of register maintained in the circle immediately. along with register of allocation.
  - 4) Copy to SE/SSLC&SBC/NLR for information and necessary action. He is requested to submit the copy of extract of register maintained in the circle immediately along with register of allocation.
  - 5) Copy to T/S of this office for information as previous correspondence was made from Technical section in the reference 2<sup>nd</sup> cited.
  - 6) Copy to Krishnapatnam edible oil refiners Association, # 303, Behind TQ22 building, Prayagutta, Huda bed-500081, for information.

Sd/(Dt:-02.02.2017.)  
Chief Engineer  
NTRTGP, Tirupati

// t.c.f. //

K. Ramachandra/2/17  
Dy. Executive Engineer (Designs),

O/o. Chief Engineer, NTR TGP, Tirupati.

  
2/2/17

GOVERNMENT OF ANDHRA PRADESH  
GROUND WATER DEPARTMENT

**FROM**

Sri. K.Ramesh Kumar, M.Sc.,  
Deputy Director,  
Ground Water Department,  
Nellore.

**TO**

M/s.Krishnapatnam  
Oils & Fats Pvt. Ltd.,  
Pantapalem Village,  
Muthukur Mandal,  
SPSR Nellore Dist.

Lr. Rc. No. 428/Hg /Single window/2014, dt. 3-02-2015.

Sir,

Sub:-Ground Water Department, Nellore - Single Window programme –  
Ground Water Investigations for M/s.Krishnapatnam Oils & Fats  
Pvt. Ltd., Pantapalem Village, Muthukur Mandal, SPSR Nellore District  
Detailed Ground Water Investigation Report – Furnished – Reg.

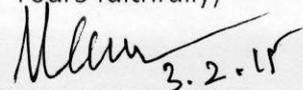
- Ref:- 1) Lr.No.12-3-10-Krishnapatnam-ID, dated 09-10-2014 of the  
Commissioner of Industries, Government of Andhra Pradesh,  
Chirag Ali Lane, Hyderabad.  
2) Lr.Rc.No.428/Hg./Single window/2014, dt.20-01-2015 of the  
Deputy Director, Ground Water Department, Nellore.  
3) Memo.No.4318/Hg.II/2014, dt.23-01-2015 of the Director,  
Ground Water Department, A.P., Hyderabad.

&&&

I am herewith furnishing the detailed report on Ground Water  
surveys conducted under single window programme in the premises of  
M/s.Krishnapatnam Oils & Fats Pvt. Ltd., Pantapalem Village, Epuru IB,  
Muthukur Mandal, Sri Potti Sreeramulu Nellore District.

Encl:- Detailed Report with map.

Yours faithfully,

  
3.2.15  
DEPUTY DIRECTOR

Copy Submitted to the Director, Ground Water Department, Andhra Pradesh,  
Hyderabad for favour of information.

Copy to the General Manager, District Industries Centre, A.K Nagar, Nellore for  
information

39  
2015

GOVERNMENT OF ANDHRA PRADESH  
GROUND WATER DEPARTMENT

Memo No:4318/Hg-II/2014,

Dated: 23.01.2015.

Sub:- Andhra Pradesh Ground Water Department – State Level Single Window Clearance Committee – M/s. Krishnapatnam Oils & Fats Pvt. Ltd., Pantapalem Village, Muthukur Mandal, SPSR Nellore District – Report approved – Communicated - Regarding.

Ref:- Lr.Rc.No.428/Hg/Single Window/2014, dated: 20.01.2015 of Deputy Director, Ground Water Department, SPSR Nellore.

@@@

Attention of the Deputy Director, Ground Water Department, Nellore is invited to the subject and reference cited, it is informed that the "Report on Groundwater Surveys conducted in the premises of "M/s. Krishnapatnam Oils & Fats Pvt. Ltd., Pantapalem Village, EPURU – 18, Muthukur Mandal, SPSR Nellore District" is approved.

The firm is permitted to draw 264 kld of water from 3 filter points @ 8 hrs of pumping in a day.

The Deputy Director, Ground Water Department, Nellore is advised to communicate the same to firm along with terms and conditions under intimation to Commissioner of Industries and Head Office, Ground Water Department, Hyderabad.

Sd/- Dr.K.VENUGOPAL  
DIRECTOR.

To  
✓ The Deputy Director, Ground Water Department, Nellore.  
Copy submitted to Commissioner of Industries for Information.

///t.c.f.b.o///

SUPERINTENDENT

**REPORT ON GROUND WATER SURVEY CONDUCTED IN THE PREMISES OF  
M/S KRISHNAPATNAM OILS AND FATS PRIVATE LIMITED , PANTAPALEM  
VILLAGE, EPURU - 1B, MUTTUKUR MANDAL, SPSR NELLORE DISTRICT**

**Introduction:** At the instance of the Commissioner of Industries, Government of Andhrapradesh vide Lr.No. 12-3-10 krishnapatnam-1D dated 09-10-2014 the detailed ground water survey was conducted by the Ground Water Department, to delineate the ground water potential zones for drilling bore wells to meet the requirement of water 264 kilolitres per day for the M/s Krishnapatnam Oils & Fats Private Limited, Pantapalem village. Muttukur mandal, SPSR Nellore district the survey was carried out on 06-01-2015 under single window scheme.

**Location:** The investigated area with an extent of 10.52 acres bearing survey nos. 292 & 317 situated 1.5km south from the Pantapalem village. The surveyed area lies around the Geo co-ordinates  $14^{\circ}15'26.2''$  North latitude and  $80^{\circ}03'19.5''$  East longitude which are falls in the survey of India toposheet No. 66 B/3. Location in toposheet and layout map enclosed.

**Physiography:** The surveyed area is almost plain which lies on height of 5m above mean sea level. The general slope of the area is towards east.

**Drainage:** The area is having parallel drainage and it is drained by local streams which are joined to the Bay of Bengal. It is a command area through Pantapalem canal.

**Climate and Rainfall:** The area is under tropical climate conditions. The normal annual rainfall of the area is 1216mm. Most of the rainfall occurs during the

North-East monsoon. The maximum and minimum temperatures in the district are 45<sup>0</sup> and 18<sup>0</sup> respectively.

**Hydrogeology:** The investigated area is covered by coastal alluvium consisting of limited productive sand zone and followed by clay. The area is feasible for shallow Filter points. Many Filter point are functioning in the surrounding area one Single Filter point, one double Filter point and one Tri-filter point in premises of Factory are functioning successfully which are fitted with 3Hp mono block motors. The depth range of the existing Filter points is 8m to 10m. The depth to water level varies from 2 to 4m.bgl. Geophysical survey was not done because of sufficient vacant place is not available in the Factory premises.

Yield test was conducted to know the discharge of the existing Filter points. After calibration of yield test the Filter points discharges in the range from 10,000 to 12,000 LPH. One water sample was analyzed chemically in the laboratory. The PH of the sample is 7.34 , the Electrical conductivity 1,491 micro mhos and the total dissolved solids 1,044mg/litre resulted that the water is potable. The quality analysis data enclosed.

**GEC Status:-** The Pantapalem village, Muthukur mandal falls in the basin NLR-c-73 Muthukur. As per GEC 2008-09 calculations the stage of development of the basin is 51% and falls in safe category.

**Conclusion and Recommendations:** The hydrogeological conditions reveal that the area is covered by coastal alluvium consisting of limited productive sand zone followed by clay. It is a command area having good recharge conditions. During well inventory it is observed that the existing filter points in and around the industry area functioning with good yield.

Based on the integrated survey results, the existing 3 Filter points in the factory premises are recommended for exploitation of ground water to meet the requirement of water 264KL per day. Brake up of the yield from each Filter point is given below.

**Yield per Day:**

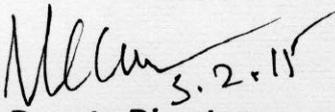
At Filter point no.1: 8,000lph X 8 hours = 64,000 LPD  
(Single point)

At Filter point no.2: 11,000lph X 8 hours = 88,000 LPD  
(Double point)

At Filter point no.3: 14,000lph X 8 hours = 1,12,000 LPD  
(Triple point)

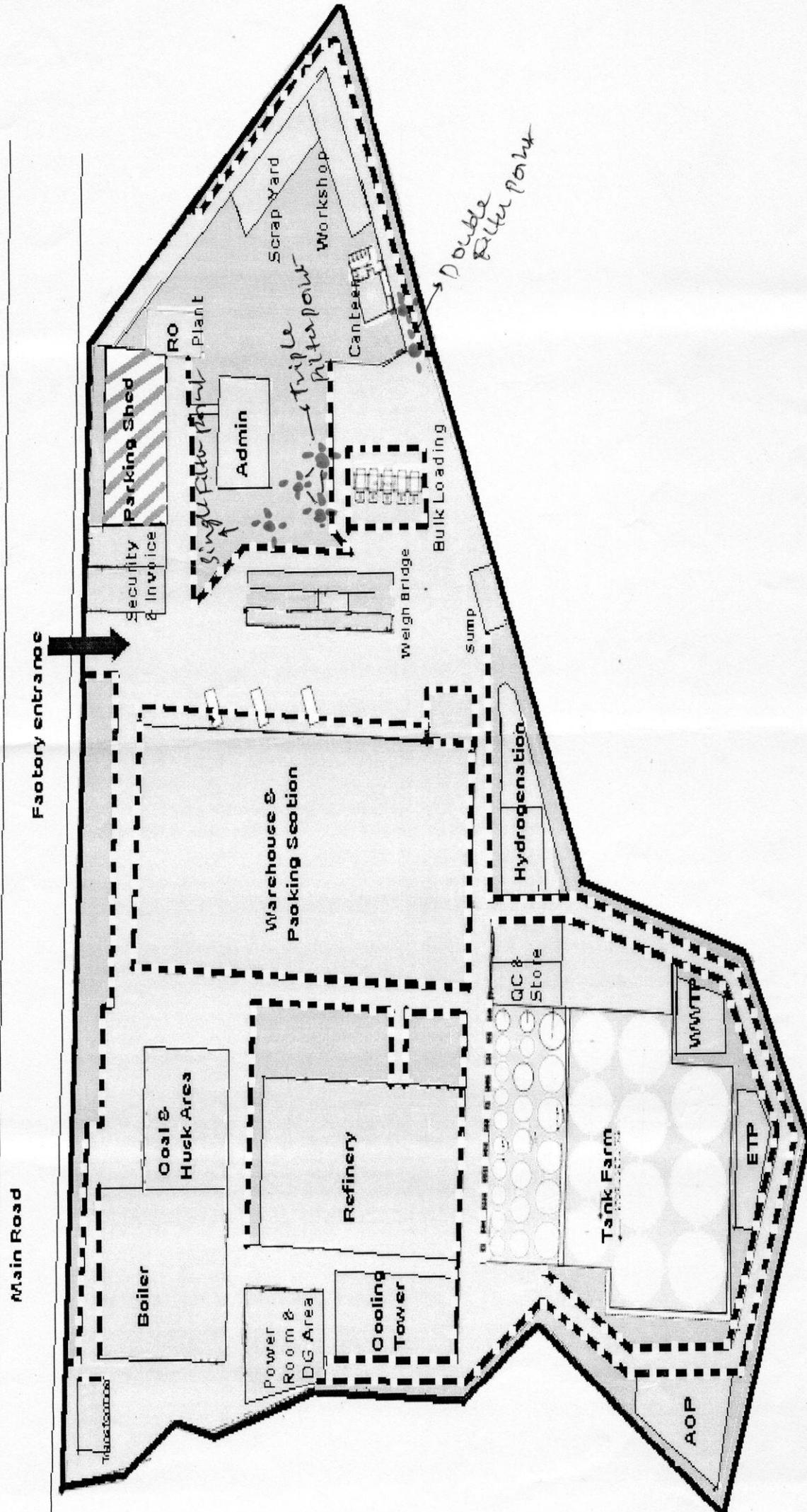
TOTAL -----  
2,64,000 LPD  
-----

(Or) 264 KL/Day

  
3.2.15  
**Deputy Director**

**Ground Water Department  
Nellore**

  
3/2/15





ISO 9001:2008  
OHSAS 18001:2007

# GLOBAL ENVIRO LABS

Recognised by MoEF, Govt, Vide Gazette No.: S.O.1190(E) (Valid upto 30-04-2019)

# 2-2-1075/14/A/1, 1<sup>st</sup> Floor, Tilaknagar 'X' Road, Bagh Amberpet,  
Hyderabad - 500 013. Ph : 65582886, 27407969, Fax : 27407969,  
E-mail : globalelabs@gmail.com, globalelabs@rediffmail.com

Accredited by :



REF.NO:GEL/KOFPL/086/WA/2014-078

Date:28-11-2014

## WATER ANALYSIS

Name of the Industry : M/s. KRISHNAPATNAM OILS & FATS PVT. LTD.,  
Address : Sy. No. 292 & 317, Pantapalem (Epuru-1B) Village,  
Muthukuru (M), SPSR Nellore (Dist).

Sample Particulars : R.O. Inlet  
Date of collection : 22-11-2014  
Date of Analysis : 24-11-2014

|  |  |         |
|--|--|---------|
| 1. pH                                    |  | : 7.34  |
| 2. Electrical Conductivity (micro mhos)  |  | : 1,491 |
| 3. Dissolved Solids (mg/l)               |  | : 1,044 |
| 4. Total Hardness (mg/l)                 |  | : 328   |
| 5. Phenolphthalein Alkalinity(mg/l)      |  | : Nil   |
| 6. Methyl Orange Alkalinity (mg/l)       |  | : 152   |
| 7. Non-Carbonate Hardness (mg/l)         |  | : 176   |
| 8. Calcium as CaCO <sub>3</sub> (mg/l)   |  | : 184   |
| 9. Magnesium as CaCO <sub>3</sub> (mg/l) |  | : 144   |
| 10. Sodium as Na (mg/l)                  |  | : 130   |
| 11. Potassium as K (mg/l)                |  | : 2.3   |
| 12. Chloride as Cl (mg/l)                |  | : 141   |
| 13. Sulphate as SO <sub>4</sub> (mg/l)   |  | : 32    |
| 14. Nitrate as NO <sub>3</sub> (mg/l)    |  | : 08    |
| 15. Fluorides as F (mg/l)                |  | : 0.79  |
| 16. Silica as SiO <sub>2</sub> (mg/l)    |  | : 1.2   |
| 17. Iron as Fe (mg/l)                    |  | : 0.04  |
| 18. Turbidity (NTU)                      |  | : 0.41  |

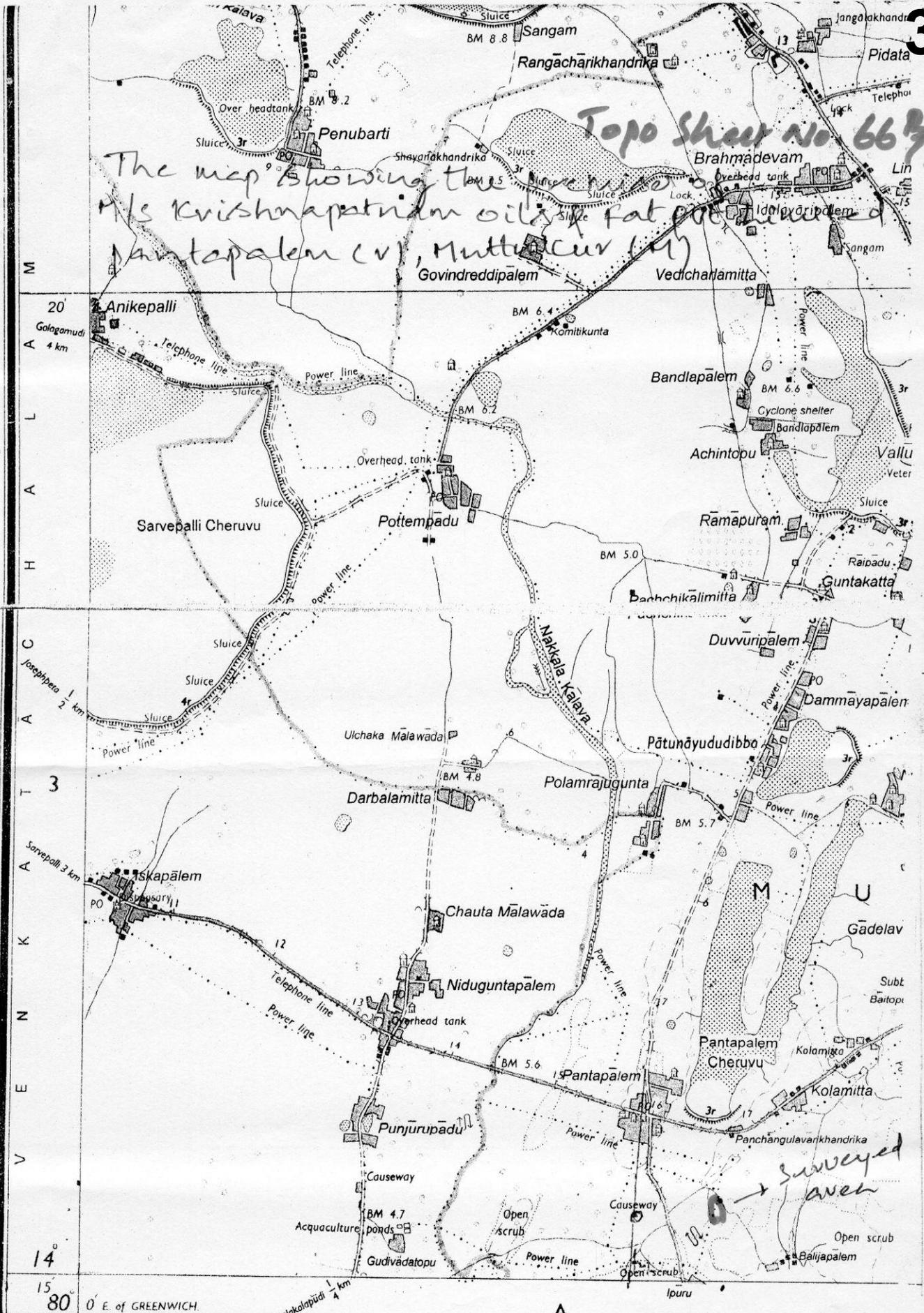
for GLOBAL ENVIRO LABS

*Sona*  
AUTHORISED SIGNATORY

Scientists & Consultants In Pollution Control

Topo Sheet No 66 3/3

The map showing the  
H/S Krishnapatnam oil & fat refineries  
Pantapalem (v), Nutter (v)



800 0' E. of GREENWICH

A

**TERMS & CONDITIONS:**

- 1) The wells recommended must be constructed at the recommended place/site and to the recommended depths.
- 2) Only the type of well recommended must be constructed.
- 3) The wells must be pumped for the recommended numbers of hours/day with recommended discharge.
- 4) Pumping tests must be conducted by the party on all the wells recommended and data may be sent to the concerned Deputy Director, Ground Water Department in the District.
- 5) Observation wells must be established by the party and they should monitor the water levels once a month (last week of a month) and quality twice a year (pre and post monsoon periods) and record the data.
- 6) Half-yearly reports on the above must be sent by the party to the concerned District Deputy Director, Ground Water Department.
- 7) The effluents must be treated properly and must be free from all toxic materials, colour, odour and turbidity harmful to human beings, plants and animals.
- 8) The effluents before or after treatment must not be let out into any surface or ground water bodies. As far as possible the water must be recycled.
- 9) Artificial recharge structure capable of recharging twice the quantum of ground water extracted by the plant must be constructed in or on the upstream side of the plant area/out side the plant area and must also be properly maintained by them.
- 10) Officers of the Ground Water Department must be allowed to inspect the wells, plant area, recharge structures and data whenever found necessary by them.
- 11) The recommendations hold good subject to the normal rainfall conditions and stage of Ground Water Department in the area.
- 12) The Government of A.P./GWD reserved the right to stop the plant from using ground water during emergencies or whenever the plant deviates from the terms and conditions.
- 13) The party has to given their consent to the above terms and conditions within a week compliance regarding grounding of the recommendations and terms and conditions within a month of receipt of the report/ recommendations.

*M. S. S.*  
3.2.15  
DEPUTY DIRECTOR  
GROUND WATER DEPARTMENT  
NELLORE

*A*  
3/2/15

Office of the Chief Engineer,  
NTRTGP: Tirupati

**Proceedings No.CE/TGP/TPT/DW/EE1/DEE1/AEE2/Industrial Water- M/s Adani Wilmar limited (formerly Krishnapatnam Oils & Fats Pvt Limited)/172 /Dt:28.02.2019**

**Present:** Sri. R. Muralinatha Reddy., M.Tech.  
Chief Engineer,  
NTRTGP: Tirupati

Sub:-Water resources Department- Single Desk Policy- M/s Adani wilmar limited( formerly Krishnapatnam Oils & Fats Pvt Limited), Pantapalem Village, SPSR Nellore District- Establishing a new factory for manufacturing Distilled fatty Acuds & Bakery fat - Allocation of 264 KLD ( 3.400 Mcft/year ) of water from Survepalli Reservoir for industrial Purpose- Permission Accorded-Communication- Regarding.

- Ref: - 1. Govt.Memo.No.2772/Reforms/A2/2015-1, dt-30.09.2015.  
2. G.O.Ms.No.116, Industries and Commerce (P&I) Department, dtd:-31.08.2017.  
3.ENC(I)/WRD/VJD Lr.No.ENC(I)/EE/DEE1/AEE2/IWS(NATEMS SUGAR Pvt Ltd)  
Dt:-17.07.2018.  
4.ENC(I),WRD,VJD, Lr.No:ENC(I) /EE/ DEE1/ AEE2/ IWS(Adani Wilmar ltd) dt:- 12.02.2019 communicated vide T/O Endt.No.SE(D&QC)/TGP/TPT/DW/ EE1/ DEE1/ AEE2/ Industrial Water Supply/ M/s Adani wilmar limited( formerly Krishnapatnam Oils & Fats Pvt Limited) /126/ Dt:-15.02.2019.  
5. SE/IC/NLR,Lr.No.50<sup>CETGP</sup>, Dt: 26.02.2019.

\*\*\*\*\*

Considering the request of the M/s Adani wilmar limited( formerly Krishnapatnam Oils & Fats Pvt Limited), Pantapalem Village, SPSR Nellore District for Establishing a new factory vide reference 4<sup>th</sup> cited and based on Govt. Memo.No.2772/Reforms/A2/2015, dt-30.09.2015, permission is hereby accorded to draw water to a maximum of 264 KLD or 3.400 Mcft per year from Survepalli reservoir. The agency shall make their own arrangement for drawl and storage of 3.400 Mcft of water since water releases may not be available throughout the year.

This water allocation is accorded subject to proportional share of availability of water and releases in to Survepalli Reservoir. Measuring arrangements, cost of construction of OT sluice, pipe lines, Storage arrangements etc., if any, shall be born by the establishing authority itself. Release of water would be done only after fulfilling all the conditions stipulated while giving allocation and a proper agreement is entered between the industry and Water Resources Department for O & M as well as realization of royalty from the industry. The water royalty charges shall be levied @ Rs.5.50 per 1000 Gallons or at the rates prescribed by the Government from time to time.

To

M/s Adani wilmar limited (formerly Krishnapatnam Oils & Fats Pvt Limited),  
Pantapalem Village,  
SPSR Nellore District.

Sd/-(Dt:-28.02.2019)  
Chief engineer,  
NTR TGP: Tirupati.

//t c f//

Executive Engineer (Designs)

O/o Chief Engineer

NTR TGP: Tirupati.



**Order No. 149/APPCB/UH-II/TF/NLR/2020 1818**

**Date:17/01/2020**

**DIRECTIONS**

**Sub: APPCB – UH-II - TF - M/s. Adani Wilmar Limited (Formerly M/s. Krishnapatnam Oils & Fats Pvt. Ltd.) (Unit-I), Sy.No. 292, 317, Pantapalem (V), Muthukuru (M), SPSR Nellore District – Not operating ETP, MEE & ATFD - Non-compliance of the Board directions - Legal hearing held on 06.11.2019 - **Directions - Issued - Reg.****

- Ref:**
1. Consent Order No:N-131/APPCB/ZO-VJA/CFO/W&A/2011-2757, dt.19.03.2016.
  2. Order No. 149/APPCB/UH-II/TF/NLR/2018, dated 16.02.2018.
  3. Order No. 149/APPCB/UH-II/TF/NLR/2018-1547, dated 27.12.2018.
  4. The officials of RO, Nellore inspected the industry on 21.07.2019.
  5. External Advisory Committee (Task Force) meeting held on 06.11.2019.

\*\*\*

**WHEREAS** you are operating industry in the name & style of M/s. Adani Wilmar Limited (Formerly M/s. Krishnapatnam Oils & Fats Pvt. Ltd.) located at Sy.No. 292, 317, Pantapalem (V), Muthukuru (M), SPSR Nellore District to carry out Physical refining & Chemical refining for the production of Refined oil (Physical) - 600 Tons/day, Refined oil (Chemical) – 200 Tons/day (Soya Bean, Sunflower, Ground Nut, Rice Bran, Cotton Seed, Mustard, Repe Seed).

**WHEREAS** the Board vide reference 1<sup>st</sup> cited, issued Consent for operation and Hazardous Waste Authorization to the industry on 19.03.2016, which is valid upto 31.03.2021.

**WHEREAS** vide reference 2<sup>nd</sup> & 3<sup>rd</sup> cited, the Board issued directions to the industry on 15.02.2018 and 27.12.2018 for not operating ETP, MEE & not meeting the Board's discharge standards and non-compliance of Board directions

**WHEREAS** vide reference 4<sup>th</sup> cited, the RO, Nellore inspected the industry on 21.07.2019 and observed the following:

1. The industry has provided borewells inside the industry and also procuring fresh water from nearby bore wells through tankers. In view of the salinity water at the industry premises, the industry procuring 80-90 % of the fresh water from outside wells.
2. The industry has installed MEE of 15 KLD capacity for treatment of HTDS acid plant effluents. During the inspection, the MEE is not in operation even the chemical refinery is in operation. The representative of the industry informed that due to technical problem the MEE stopped temporarily for repair.
3. As per the condition no 12 of Schedule –B of CFO order , the industry shall operate the MEE continuously, in case of shutdowns of MEE/Drier, production shall be stopped.
4. The MEE feed generally contains high TDS of around 50,000 to 80,000 mg/Ltr when the Acid plant oil effluents and RO rejects mixed. The Acid plant effluents contains high TDS. As per thumb rule the salts generation from the MEE should be around 1000 Kgs per day for 20 KLD MEE feed. But the MEE Slats generation details submitted by the industry for the last Four months is 20-245 Kgs/Day which is very less quantity when theoretic comparison and is clearly

indicating that the industry is not sending the Acid oil plant effluents to MEE regularly.

5. The industry has submitted bank guarantee of Rs 15.00 Lakhs towards compliance of the Board directions. The Board is regularly reviewing the industry towards compliance of the Board directions for last Five Years, but the industry has failed to comply with all the Board directions even after giving ample opportunity/time by the Board towards compliance of the Board directions.
6. The following are the main violations against the Board direction/ compliance:
  - Not sending Acid plant oil effluents to the MEE regularly
  - Illegal drawal of ground water through tankers from outside agencies.
  - Not provided ash silo for 30 days storage capacity
  - Not developed green belt 33% of the total area.

**WHEREAS** legal hearing was conducted before the External Advisory Committee (Task Force) Meeting of A.P. Pollution Control Board on 06.11.2019. The representative of the industry attended the legal hearing. The industry has submitted their representation on the compliance status of the directions issued to the industry vide order dt 31.10.2019 with photos.

The after detailed review the committee recommended to issue the directions. The Board hereby issue the following directions under Sec.33 (A) of Water (Prevention and Control of Pollution) Amendment Act, 1988 and under Sec.31 (A) of Air (Prevention & Control of Pollution) Amendment Act, 1987:

1. ***The industry shall restrict the water consumption to the consented capacity.***
2. ***As per the CFO obtained by the industry, the industry shall treat the 73 KLD of trade effluent and utilities waste water in the ETP followed by RO. RO Rejects shall be sent to MEE. The Acid oil washing effluent of 8.0 KLD shall be treated in RO & MEE. The MEE of the facility shall be augmented to suitable capacity.***
3. ***The industry shall continuously operate the ETP so as to meet the discharge standards. All the units of the ETP shall be made impervious to prevent ground water pollution .***
4. ***The industry shall continuously operate the ETP RO MEE and ATFD.***
5. ***The industry shall maintain separate energy meters for ETP, RO, Forced Evaporation & ATFD and APCE.***
6. ***The industry shall provide magnetic flow meters with totalizer at the inlet and out let of ETP, inlet of MEE concentrate condensate in inlet of ATFD and maintain the log registers within one month.***
7. ***The domestic effluent shall be treated to onland for irrigation standards.***
8. ***The contaminated rain water shall be routed to the ETP.***
9. ***The industry shall take measures that effluent and contaminated rain water does not join the storm water drains. The storm water generated within the industry premises shall be routed to the rain water harvesting pits and excess rain water shall be stored in summer storage tanks.***
10. ***The industry shall not cause ground water pollution in and around the industry premises.***
11. ***The industry shall restrict the production to the consented capacity.***
12. ***The industry shall not increase the capacity beyond the consented capacity (CFO).***
13. ***The industry shall not cause any odour nuisance in eth surroundings.***
14. ***The industry shall obtain necessary permissions from the ground water department for the withdrawal of water from the industry premises within 2 months.***
15. ***The industry shall provide ash silo of 30 days storage capacity within 3 months.***
16. ***The industry shall have minimum of 2 days storage capacity of treated waste water for storing the treated waste water during the rainy season***

within 3 months.

17. The industry shall develop green belt in all vacant places. The minimum green belt shall be 33% of the total area.
18. The industry shall extend the validity of the bank guarantee of Rs.15.0 Lakhs upto February, 2021.

You are hereby directed to note that, should you violate any one of the directions mentioned above, action will be initiated under Sec.33 (A) of Water (Prevention & Control of Pollution) Amendment Act, 1988 and Sec.31(A) of Air (Prevention & Control of Pollution) Amendment Act, 1987 without any further notice, in the interest of Public Health and Environment.

**This Order comes into effect from today i.e., 17/01/2020**

Sd/-  
CHAIRMAN

To  
M/s. Adani Wilmar Limited  
(Formerly M/s. Krishnapatnam Oils & Fats Pvt. Ltd.) (Unit-I),  
Sy.No. 292, 317, Pantapalem  
(V), Muthukuru (M),  
SPSR Nellore District.

// T.C.F.B.O. //

*cert*  
JOINT CHIEF ENVIRONMENTAL ENGINEER  
UH-II

**adani**<sup>TM</sup>  
**wilmar**

3<sup>rd</sup> March 2020,

To,  
The Environmental Engineer,  
APPCB Regional Office,  
1<sup>st</sup> Floor, A.P.S.F.C building,  
A.K.Nagar, Nellore - 524004

Dear Sir,

Sub :- Reply letter submitting on Board directions issued -Reg.

Ref :- Order No.149/APPCB/UH-II/TF/NLR/2020/1818 Dated 17.01.2020

With reference to the above we are here with submitting compliance report will all required data and documents for your review and consider the same. We are complaining all the points and maintaining as per the guidelines.

We request you to acknowledge the same and oblige.

Thank you

Yours sincerely

**For Adani Wilmar Limited (Unit-1)**

**Authorized Signatory**



Adani Wilmar Ltd  
Survey No 292 & 317  
Village Pantapalem (Epuru1B)  
District Sripottisriramulu Nellore 524 323  
Andhra Pradesh, India  
CIN: U15146GJ1999PLC035320

Tel +91 861 216 3562/3564/3792/3793  
Fax +91 40 6666 1850  
info@adaniwilmar.in  
www.adaniwilmar.com

## Adani Wilmar Limited, Krishnapatanam Board Directio<sup>n</sup> and Compliances

03.03.2020

| SI No | Directions   | Compliance   |
|-------|--|--|
| 1.    | The Company shall restrict the water consumption to the consented capacity   | We are consuming water within the consented capacity (CFO)   |
| 2.    | As per the CFO obtained by the industry, the industry shall treat the 73 KLD of trade effluent and utilities wastewater in the ETP followed by RO.RO Rejects shall be sent to MEE. The Acid oils washing effluent of 8.0 KLD shall be treated in RO & MEE. The MEE of the Facility shall be augmented to suitable capacity | We have 30 KLD MEE capacity and sufficient.  |
| 3.    | The industry shall continuously operate the ETP so as to meet the discharge standards. All the units of the ETP shall made impervious to prevent ground water pollution  | We are operating our RO, MEE continuously. Copies of the last one-month details are enclosed for your reference.           |
| 4.    | The industry shall continuously operate the ETP RO, MEE and ATFD   | We are operating our RO, MEE ATFD continuously.  |
| 5.    | The Industry shall maintain separate energy meters for ETP, RO, Forced Evaporation & ATFD and APCE   | We have fixed separate energy meters and maintaining.  |
| 6.    | The industry shall provide magnetic flow meters with totalizer at the inlet and outlet of ETP, inlet of MEE concentrate condensate in inlet of ATFD and maintain the log registers within one month.   | We have provided magnetic flow meters with totalizer and we are maintaining the records. We already submitted photographs. |
| 7.    | The domestic effluent shall be treated to onland for irrigation standards.   | We are treating domestic effluent in our ETP.  |
| 8.    | The contaminated rainwater shall be routed to the ETP.   | We are routed contaminated rainwater to ETP and treating the same.   |
| 9.    | The industry shall take measures that effluent and contaminated rainwater does not join the storm water drains. The storm water generated within the industry premises shall be routed to the rainwater harvesting pits and excess rainwater shall be stored in summer storage tanks                                       | We have routed storm water to harvesting pits, and take measures properly.   |
| 10.   | The industry shall not cause ground water pollution in and around the industry premises  | We are maintaining as per the guidelines.  |

Adani Wilmar Ltd  
Survey No 292 & 317  
Village Pantapalem (Epuru1B)  
Sri Potti Sri Ramulu, Nellore 524 323  
Andhra Pradesh, India  
CIN: U15146GJ1999PLC035320

Tel +91 88860 60270/271  
Fax +91 40 6666 1850  
info@adaniwilmar.in  
www.adaniwilmar.com



03.03.2020

| Sl No | Directions   | Compliance   |
|-------|--|--|
| 11.   | The industry shall restrict the production to the consented capacity   | Our production is restricted to Consented capacity (CFO) only.   |
| 12.   | The industry shall not increase the capacity beyond the consented capacity (CFO)   | We are doing production within the limits of Consented capacity (CFO)  |
| 13.   | The industry shall not cause any outdoor nuisance in the surroundings  | We are maintaining surroundings neat and clean.  |
| 14.   | The industry shall obtain necessary permissions from the ground water department for the withdrawal of water from the industry premises within 2 months      | We have taken permissions from Ground water department for the withdrawal of water in our Industry premises.   |
| 15.   | The industry shall provide ash silo of 30 days storage capacity within 3 months  | We have provided Ash Silo and is in operation and clearing Ash on regular basis.   |
| 16.   | The industry shall have minimum of 2 days storage capacity of treated wastewater for storing the treated wastewater during the rainy season within 3 months. | We have storage capacity to store the treated wastewater.  |
| 17.   | The industry shall develop green belt in all vacant places. The minimum green belt shall be 33% of the total area  | We are maintaining the Green belt in all vacant places and developing green belt beside the land, we have purchase 5.38 Acres adjacent to our plant.                       |
| 18.   | The Industry shall extend the validity of the Bank Guarantee of Rs.15 Lakhs upto February, 2021  | Submitted Bank guarantee at RO Nellore, vide BG. No. 006GTO2180570002 dated 26.02.2018 and amendment date 04.02.2020 for Rs. 15.00 lakhs, for the period up to 25.02.2021. |

For **ADANI WILMAR LIMITED (Unit - 1)**

  
**VISHAL KUMAR JAIN**  
 UNIT HEAD



Adani Wilmar Ltd  
 Survey No 292 & 317  
 Village Pantapalem (Epuru1B)  
 District Sripottisiramulu Nellore 524 323  
 Andhra Pradesh, India  
 CIN: U15146GJ1999PLC035320

Tel +91 861 216 3562/3564/3792/3793  
 Fax +91 40 6666 1850  
 info@adaniwilmar.in  
 www.adaniwilmar.com



## ఆంధ్రప్రదేశ్ కాలుష్య నియంత్రణ మండలి

ANDHRA PRADESH POLLUTION CONTROL BOARD  
REGIONAL OFFICE :: NELLORE

1<sup>st</sup> Floor, A.P.S.F.C BUILDING, A.K.NAGAR, NELLORE - 524 004

**M. Pramod Kumar Reddy**  
**ENVIRONMENTAL ENGINEER**

e-mail: [ronlr-ee1@appcb.gov.in](mailto:ronlr-ee1@appcb.gov.in)  
Phone : +91- 861- 2329730

**Lr No. N-855/PCB/RO-NLR/2020 - 658**

**Dated 06.10.2020.**

07

To  
The Manager,  
HDFC Bank Limited,  
Hdfc Bank House No.40-5-4a,  
Tikkle Road,  
Vijayawada – 520 010.

Sir,

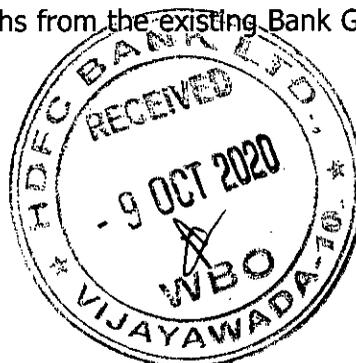
Sub.: APPCB – RO, Nellore – M/s. Adani Wilmar Limited (Unit –I) (formerly M/s. Krishnapatnam Oils & Fats Pvt. Ltd.), Sy.No.292,317, Pantapalem (V) (Epur 1B), Muthukur (M), SPS Nellore District – Forfeit an amount of Rs.7.5 Lakhs from the existing BG – Requested – Reg.

- Ref.: 1. B. G. No. 006GTO2180570002 dated 26.02.2018 (HDFC Bank, Vijayawada) for Rs.15.0 lakhs valid period up to **25.02.2021**.
2. Hearing held by External Advisory Committee(Task Force) meeting held on 09.09.2020
3. Board issued directions vide Order No.149/APPCB/UH-II/TF/NLR/2019-277 dated 28.09.2020 received at RO, Nellore on 06.10.2020.

\* \* \*

It is to inform that M/s. Adani Wilmar Limited (Unit–I) (formerly M/s. Krishnapatnam Oils & Fats Pvt. Ltd.) situated at Sy.No.292,317, Pantapalem (V) (Epur 1B), Muthukur (M), SPS Nellore District has submitted a Bank Guarantee for Rs.15.0 Lakhs for the period upto 22.02.2021 towards their compliance to Board Directions/ conditions stipulated vide reference 1<sup>st</sup> cited.

The External Advisory Committee (Task Force) of the A.P. Pollution Control Board in its meeting held on 09.09.2020 reviewed the pollution control status of M/s. Adani Wilmar Limited (Unit –I) and observed certain non-compliance of the Board directions/ conditions. After detailed discussion, the committee recommended to forfeit bank guarantee for an amount of Rs.7.5 Lakhs from the existing Bank Guarantee of Rs.15.0 lakhs for non-compliance of Board directions.



Vide reference 3<sup>rd</sup> cited, it was directed the Environmental Engineer, APPCB, RO, Nellore to invoke the Bank Guarantee worth of Rs.7.5 Lakhs from the existing Bank and to obtain the amount by way of Demand Draft in favour of **the Member Secretary, A.P. Pollution Control Board payable at Vijayawada** immediately. Copy of the directions issued by the Board is herewith enclosed.

Hence, it is requested the Manager to forfeit Bank Guarantee worth of Rs.7.5 Lakhs from the existing Bank Guarantee of Rs.15.0 Lakhs furnished by the above industry & issue DD in favour of the Member Secretary, A.P. Pollution Control Board, Vijayawada for an amount of Rs.7.50 Lakhs (Rupees seven lakhs fifty thousand only) and send the Demand Draft to the **A.P. Pollution Control Board, Regional Office, Nellore** immediately along with Bank Guarantee for rest of the amount of Rs.7.50 lakhs.

**This may be treated as MOST URGENT.**

Yours faithfully,

Encl: Original Bank Guarantee of Rs.15.0 Lakhs

  
**ENVIRONMENTAL ENGINEER**

To,  
Environmental Engineer,  
Andhra Pradesh Pollution Control Board,  
Regional Office, Nellore,  
1st Floor, A.P.S.F.C. Building, AK Nagar,  
Nellore-524004  
Email: [ronlr-eel@appcb.gov.in](mailto:ronlr-eel@appcb.gov.in)

13<sup>th</sup> October, 2020

Ref:

- a) Your Lr.No. N-855/PCB/RO-NLR/2020-658 dated 07<sup>th</sup> October, 2020- Related to M/s Adani Wilmar Limited (Unit-I), (formerly M/s Krishnapatnam Oils and Fats Pvt Ltd.), Sy.No.292 &317, Epuru, Bit-1B, Pantapalem (V), Muthukur, (M), SPSR Nellore District (hereinafter referred as AWL Unit-I)- Regarding forfeiting an amount of Rs.7.5 Lakhs from the existing BG of Rs.15 Lakhs.
- b) Directions issued by Head office, Andhra Pollution Control Board vide Order No.149/APPCB/UH-II/TF/NLR/2019 dated 28<sup>th</sup> September, 2020 with respect to AWL- Unit-I, Regarding certain compliances.

**SUBJECT: Regarding invocation of amount fo Rs.7.5 Lakhs against total Bank Gurantee amount of Rs.15 Lakhs given to APPCB.**

Dear Sir,

Reference is made to your Letters at Reference No. (a) addressed to The Manager, HDFC Bank Limited, Hdfc Bank House No.40-5-4a, Tikkle Road, Vijayawada- 520010 regarding forfeiting of our existing Bank Guarantee bearing No.006GTO2180570002 dated of Issue 26.02.2018 and amendment (2) date 04.02.2020 (hereinafter referred to as Bank Guarantee) for 7.5 Lakhs. It needs to be stated that aforesaid Bank Guarantee was given against compliance under Pollution Laws as required by APPCB.

We wish to submit that the Letter written to HDFC Bank, at Page.2 mentions that, "*vide reference 3<sup>rd</sup> letter as mentioned below, it was directed the Environmental Engineer, APPCB, RO, Nellore to invoke the Bank Guarantee worth of Rs.7.5 Lakhs each from the existing Bank Gurantee and to provide Demand Draft in favour of the Member Secretary, AP. Pollution Control Board payable at Vijayawada immediately*", We humbly wish to state that the Letter dated Order No.149/APPCB/UH-II/TF/NLR/2019 dated 28<sup>th</sup> September, 2020 did not contained directions or proposal to Environmental Engineer, APPCB, RO, Nellore for invocation of Bank Gurantee. We hereby wish to submit that we are regularly submitting our compliance status on regular intervals as per directions of Hon'ble APPCB.

We further wish to submit that before forfeiting Bank Guarantees mentioned above, our factory had received direction Letters bearing No.149/APPCB/UH-II/TF/NLR/2019 dated 28<sup>th</sup> September 2020 (APPCB Letter) regarding some of the compliances to be followed. The said Letter was only in nature of directions given for ensuing compliance. That we are in process of replying to the aforesaid APPCB Letters. The details of point-wise compliance against each point is mentioned below for your perusal and kind consideration.



Adani Wilmar Ltd  
Survey No 292 & 317  
Village Pantapalem (Epuru1B)  
District Sripottisiramulu Nellore 524 323  
Andhra Pradesh, India  
CIN: U15146GJ1999PLC035320

Tel +91 861 216 3562/3564/3792/3793  
Fax +91 40 6666 1850  
info@adaniwilmar.in  
www.adaniwilmar.com

| Sl.No | Directions   | Compliance   |
|-------|--|--|
| 1.    | The Industry shall ensure that contaminated water does not mix with storm water  | We are not mixing contaminated water with storm water, and we are following as per Board guideline   |
| 2.    | The industry shall operate MEE & ATFD continuously, duly maintain the records of quantity of HTDS & LTDS effluent generated, treated and disposed.   | We are operating our MEE and ATFD continuously. Copies of the last one-month details are enclosed for your reference.  |
| 3.    | The industry shall provide 2days storage capacity tank to contain treated wastewater during the rainy season   | We have facility of 2days storage capacity tank  |
| 4.    | The Industry shall provide Ash silos with 30 days storage capacity   | We are having Ash silo facility and lifting on daily basis   |
| 5.    | The industry shall obtain necessary permissions from the ground water department for withdrawal of water from the industry premises. The industry shall procure water only from the permitted borewells and shall obtain necessary amendment in the CFO to the effect  | We are having permission from ground water department  |
| 6.    | The Industry shall ensure that the stack emissions shall not contain constituents in excess of the prescribed limits mentioned in the CFO order  | We are following as per the CFO order. Copies of the last one-month details are enclosed for your reference.   |
| 7.    | The industry shall treat the effluents in the ETP to meet the board standards  | We are operating ETP Continuously and following as per board standards.  |
| 8.    | The Industry shall maintain the following records and the same shall be made available to the inspecting officers of the board   | We are maintaining and updating time to time.  |
| 9.    | The Industry shall maintain the following records and the same shall be made available to the inspecting officers of the board <ol style="list-style-type: none"> <li>Daily production details</li> <li>Quantity of Effluents generated, treated, recycled/reused and disposed.</li> <li>Logbooks for pollution control systems.</li> <li>Characteristics of effluents and emissions</li> <li>Hazardous/nonhazardous solid waste generated and disposed.</li> <li>Inspection book.</li> <li>Manifest copies of effluents/ hazardous waste quantity of effluents generated, treated, recycled/reused and disposed.</li> </ol> | We are maintaining continuously time to time and keep ready all the times.   |
| 10    | The Industry shall develop green belt in all the vacant places covering at least 33% of total area   | We are maintaining the Green belt of 33 % and adopting nearby village & school for planting trees. And also, we are having 5 acres of land adjacent to our plant developing green belt |
| 11    | The industry has not provided energy meters to the ETP   | We are having energy meters for ETP  |

Therefore, in view of the above status of our compliances and in view of fact that letter No.149/APPCB/UH-II/TF/NLR/2019 dated 28<sup>th</sup> September 2020 was in nature of directions, we hereby request hon'ble authority to please not take any coercive steps for invocation of the Bank Gurantee as we are complying and commit to comply with all or any directions as issued by APPCB from time to time. It is requested to please reinstate our Original Bank Gurantee with Original amount of Rs.15 Lakhs.

Your Faithfully,

Adani Wilmar Limited



**Copy To**

- a) Sri Vivek Yadav, IAS,  
Member Secretary,  
Andhra Pradesh Pollution Control Board,  
D.No-33-26-14, D/2, Near Sunrise Hospital, Pushpa Hotel Centre,  
Chalamalavari street, Kasturibaipet, Vijayawada - 521010  
Email: [membersecy@appcb.gov.in](mailto:membersecy@appcb.gov.in)
- b) Sri B.S.S.Prasad, IFS,  
Chairman,  
Andhra Pradesh Pollution Control Board,  
D.No-33-26-14, D/2, Near Sunrise Hospital, Pushpa Hotel Centre,  
Chalamalavari street, Kasturibaipet, Vijayawada - 521010  
Email: [chairman@appcb.gov.in](mailto:chairman@appcb.gov.in)
- c) Sri N.V.Bhaskar Rao, Joint Chief Environmental Engineer,  
A.P. Pollution Control Board,  
Zonal Office, Plot No. 41,  
Gurunanak Road, Opp. State Bank of Hyderabad,  
Sri Kanakadurga Officer's Colony, Vijayawada - 520 008.  
Email: [zovja-icee@appcb.gov.in](mailto:zovja-icee@appcb.gov.in)
- d) The Manager,  
HDFC Bank Limited,  
Hdfc Bank House No.40-5-4a,  
Tikkle Road,  
Vijayawada- 520010

भारतीय डाक

EN491663498IN IVR:6978491663498  
 SP MBC NELLORE RMS (524001)  
 Counter No:1,13/10/2020,23:10  
 To:THE MANAGER,HDFC BANK LTD  
 PIN:520010, Venkateswarapuram S.O  
 From:ADANI WILMAR LTD,PANTAPALEM  
 Wt:20gms  
 Amt:41.30(Cash)Tax:6.30  
 <Track on www.indiapost.gov.in>  
 <Dial 18002666868> <Wear Masks, Stay Safe>

भारतीय डाक

EN491663379IN IVR:6978491663379  
 SP MBC NELLORE RMS (524001)  
 Counter No:1,13/10/2020,23:10  
 To:N V BHASKAR R,JOINT CHIEF ENVI  
 PIN:520008, Vj Polytechnic S.O  
 From:ADANI WILMAR LTD,PANTAPALEM  
 Wt:20gms  
 Amt:41.30(Cash)Tax:6.30  
 <Track on www.indiapost.gov.in>  
 <Dial 18002666868> <Wear Masks, Stay Safe>

भारतीय डाक

EN491663630IN IVR:6978491663630  
 SP MBC NELLORE RMS (524001)  
 Counter No:1,13/10/2020,23:10  
 To:BSS PRASAD,AP POLLUTION CON  
 PIN:520001, Vijayawada H.O  
 From:ADANI WILMAR LTD,PANTAPALEM  
 Wt:20gms  
 Amt:41.30(Cash)Tax:6.30  
 <Track on www.indiapost.gov.in>  
 <Dial 18002666868> <Wear Masks, Stay Safe>

भारतीय डाक

EN491663507IN IVR:6978491663507  
 SP MBC NELLORE RMS (524001)  
 Counter No:1,13/10/2020,23:10  
 To:VIVEK YADAV,AP POLLUTION CON  
 PIN:520001, Vijayawada H.O  
 From:ADANI WILMAR LTD,PANTAPALEM  
 Wt:20gms  
 Amt:41.30(Cash)Tax:6.30  
 <Track on www.indiapost.gov.in>  
 <Dial 18002666868> <Wear Masks, Stay Safe>

भारतीय डाक

EN491663382IN IVR:6978491663382  
 SP MBC NELLORE RMS (524001)  
 Counter No:1,13/10/2020,23:10  
 To:ENVIRONMENTAL ENGINEER,APPCB  
 PIN:524004, Andhrakesari Nagar S.O  
 From:ADANI WILMAR LTD,PANTAPALEM  
 Wt:34gms  
 Amt:17.70(Cash)Tax:2.70  
 <Track on www.indiapost.gov.in>  
 <Dial 18002666868> <Wear Masks, Stay Safe>



**ANDHRA PRADESH POLLUTION CONTROL BOARD**  
D.No.33-26-14, D/2, Near Sunrise Hospital, Pushpa Hotel Centre,  
Chalamalavari street, Kasturibaipet, Vijayawada – 520 010

Phone: 0866-2463200  
Grams : Kalusya Nivarana  
Website : www.appcb.ap.nic.in

**Read. Post with Ack Due**

**Order No. 149/APPCB/UH-II/TF/NLR/2019-**

**Date:28.09.2020**

**DIRECTIONS**

**Sub:** APPCB – UH-II - TF - M/s. Adani Wilmar Limited (Unit –I), (formerly M/s. Krishnapatnam Oils & Fats Pvt. Ltd.), Sy.No.292,317, Pantapalem (V) (Epur 1B), Muthukur (M), SPS Nellore District – Non-compliance of the Board directions - Legal hearing held on 09.09.2020 - **Directions - Issued - Reg.**

- Ref:**
1. CFO order issued to the industry on 19.03.2016.
  2. Order No.149/APPCB/UH-II/TF/NLR/2020-1813 dt.17.01.2020
  3. Inspection of the Board officials on 28.07.2020.
  4. Public complaint received through SPANDANA on 27.07.2020 from the villagers of Pantapalem regarding Air pollution problems from the Edible Oil Industries.
  5. External Advisory Committee (Task Force) meeting held on 09.09.2020.

\*\*\*

**WHEREAS** you are operating an edible oil refinery unit in the name & style of M/s. Adani Wilmar Limited (formerly M/s. Krishnapatnam Oils & Fats Pvt. Ltd.) at Sy. No.292, 317, Pantapalem (V) (Epur 1B), Muthukur (M), SPS Nellore District.

**WHEREAS** the Board vide reference 1<sup>st</sup> cited, issued consent for operation to the industry on 19.03.2016 for a period upto 30.03.2021 to produce Refined Vegetable Oils (Physical)- 600 Tons/day, Interestified Vegetable fats - 100 Tons/day, etc.

**WHEREAS** the Board vide reference 2<sup>nd</sup> cited, reviewed the edible oil industries existing near Krishnapatnam area and issued directions on 17.01.2020.

**WHEREAS** vide reference 3<sup>rd</sup> cited, the officials of RO, Nellore inspected the industry on 28.07.2020 and observed the compliance as follows:

1. The industry has provided borewells inside the industry and also procuring 80-90 % fresh water from nearby bore wells through tankers.
2. The industry has not any permission obtained from revenue department under APWALTA Act to draw ground water from the outside borewells.
3. The industry has installed MEE of 15 KLD capacity for treatment of HTDS acid plant effluents.
4. The industry has provided ETP of 115 KLD capacity for treatment of LTDS effluents. Samples were collected from the ETP of the industry and the outlet of ETP is exceeding Board stipulated standards.
5. The following status of compliance on the directions issued by the Board on 17.01.2020 are as follows:
  - a. The industry shall maintain separate energy meters for ETP, RO, Forced Evaporation , ATFD and APCE.
  - b. The industry not provided magnetic flow meters with totalizer at the inlet and out let of ETP, Forced Evaporation, ATFD and maintain the log registers within one month.
  - c. Domestic effluents disposing in septic tanks.
  - d. The industry is proposed to pump the contaminated rain water to ETP. Summer storage tanks are not provided.

- e. The industry has restricted the water consumption to the consented capacity.
- f. Odour is observed outside the industry premises.
- g. The industry not obtained necessary permissions from the ground water department for the withdrawal of water from the industry premises within 2 months.
- h. The industry not provided ash silo of 30 days storage capacity within 3 months.
- i. The industry has to develop green belt in an extent of 4 Acres i.e. 33% of the total area. But the industry has developed green belt in an extent of about 2.5 Acres only.
- j. The industry extended the validity of bank guarantee of Rs.15.0 Lakhs upto February, 2021.

**WEREAS** vide reference 4<sup>th</sup> cited, the OA No. 221 of 2015 was filed by Smt. Isanaka Vedavathi, R/o. Daruvulapalem, Muthukur Mandal, SPSR Nellore District before the Hon'ble National Green Tribunal, Chennai against the edible oil units operating in the Muthukur Mandal and Tribunal vide order dt.06.12.2017 expressed dissatisfaction on progress of implementation of action plan submitted by the edible oil refinery units inspite of the ample opportunity given to these units. As per the Hon'ble NGT directions, the edible oil units were reviewed before the task force committee on 09.11.2017 & again on 05.02.2018 and issued certain directions to comply duly imposing the Bank Guarantee to ensure the compliance of the directions. the Hon'ble NGT vide order dated 16.03.2020 constituted a committee comprising of officials from MoEF&CC; CPCB & APPCB for joint inspection of the Edible oil Industries to verify the compliance of the directions/conditions and to furnish status report to the Hon'ble NGT.

**WHEREAS** legal hearing was conducted before the EAC (TF) Meeting held on 09.09.2020 (through VC). The RO informed that the MEE is not operated continuously and ETP is not sufficient to treat the effluents and analysis reports have revealed that the parameters are exceeding the standards. Industry has not obtained permission from the Ground Water Department. The industry representative informed that they are generating less quantity of High TDS effluent and thus operating the MEE intermittently, provided storage tank for storage of treated effluents and one day storage for Ash collection and obtained permission from the Ground Water Department for withdrawal of water in the industry premises & not obtained permission for withdrawal of water outside the premises. The green belt is being developed in 4 acres land adjacent to the industry.

After detailed review the committee recommended to issue the directions. The Board is hereby issue the following directions under Sec.33 (A) of Water (Prevention and Control of Pollution) Amendment Act, 1988 and under Sec.31 (A) of Air (Prevention & Control of Pollution) Amendment Act, 1987:

- 1. The industry shall ensure that contaminated water does not mix with the storm water.**
- 2. The industry shall operate the MEE and ATFD continuously, duly maintain the records of quantity of HTDS & LTDS effluent generated, treated and disposed.**
- 3. The industry shall provide 2 days storage capacity tank to contain treated waste water during the rainy season.**
- 4. The industry shall provide ash silo of 30 days storage capacity.**
- 5. The industry shall obtain necessary permissions from the ground water department for the withdrawal of water from the industry premises. The industry shall procure water only from the permitted borewells and shall obtain necessary amendment in the CFO to this effect.**
- 6. The industry shall ensure that the stack emissions shall not contain constituents in excess of the prescribed limits mentioned in the CFO Order.**
- 7. The industry shall treat the effluents in the ETP to meet the Board standards**

8. The industry shall maintain the following records and the same shall be made available to the inspecting officers of the Board:
9. The industry shall maintain the following records and the same shall be made available to the inspecting officers of the Board:
  - a. Daily production details.
  - b. Quantity of Effluents generated, treated, recycled/reused and disposed.
  - c. Log Books for pollution control systems.
  - d. Characteristics of effluents and emissions.
  - e. Hazardous/non hazardous solid waste generated and disposed.
  - f. Inspection book.
  - g. Manifest copies of effluents / hazardous waste Quantity of Effluents generated, treated, recycled/reused and disposed.
10. The industry shall develop green belt in all the vacant places covering at least 33% of total area.
11. The industry has not provided energy meters to the ETP.

You are hereby directed to note that, should you violate any one of the directions mentioned above, action will be initiated under Sec.33 (A) of Water (Prevention & Control of Pollution) Amendment Act, 1988 and Sec.31(A) of Air (Prevention & Control of Pollution) Amendment Act, 1987 without any further notice, in the interest of Public Health and Environment.

***This Order comes into effect from today i.e., 28.09.2020.***

  
JOINT CHIEF ENVIRONMENTAL ENGINEER  
UH-II

✓ To  
M/s. Adani Wilmar Limited (Unit -I)  
(formerly M/s. Krishnapatnam Oils & Fats Pvt. Ltd.),  
Sy.No.292,317, Pantapalem (V) (Epur 1B),  
Muthukur (M), SPS Nellore District.

**adani**<sup>™</sup>  
**wilmar**

9<sup>th</sup> October 2020,

To,  
The Environmental Engineer,  
APPCB Regional Office,  
1<sup>st</sup> Floor, A.P.S.F.C building,  
A.K.Nagar, Nellore - 524004

Dear Sir,

Sub :- Submitting Compliances as per Board directions  
Ref :- Order No.149/APPCB/UH-II/TF/NLR/2019- dt-28.09.2020

With reference to the above where are here with submitting compliance report with all required data and documents for your review and consider the same. We are complaining all points and maintaining as per the guidelines. Attached Annexure1

We request you to acknowledge the same and oblige.

Thank you

Your sincerely

**For Adani Wilmar Limited (Unit-1)**

Authorized Signatory



Adani Wilmar Ltd  
Survey No 292 & 317  
Village Pantapalem (Epuru1B)  
District Sripottisriramulu Nellore 524 323  
Andhra Pradesh, India  
CIN: U15146GJ1999PLC035320

Tel +91 861 216 3562/3564/3792/3793  
Fax +91 40 6666 1850  
info@adaniwilmar.in  
www.adaniwilmar.com

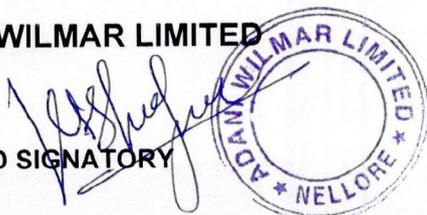
**Adani Wilmar Limited Unit-1**  
**Board Guidelines and Compliances - Annexure-1**

09.10.2020

| Sl.No | Directions  | Compliance   |
|-------|---|--|
| 1.    | The Industry shall ensure that contaminated water does not mix with storm water   | We are not mixing contaminated water with storm water, and we are following as per Board guideline   |
| 2.    | The industry shall operate MEE & ATFD continuously, duly maintain the records of quantity of HTDS & LTDS effluent generated, treated and disposed.  | We are operating our MEE and ATFD continuously. Copies of the last one-month details are enclosed for your reference.  |
| 3.    | The industry shall provide 2days storage capacity tank to contain treated wastewater during the rainy season  | We have facility of 2days storage capacity tank  |
| 4.    | The Industry shall provide Ash silos with 30 days storage capacity  | We are having Ash silo facility and lifting on daily basis   |
| 5.    | The industry shall obtain necessary permissions from the ground water department for withdrawal of water from the industry premises. The industry shall procure water only from the permitted borewells and shall obtain necessary amendment in the CFO to the effect   | We are having permission from ground water department  |
| 6.    | The Industry shall ensure that the stack emissions shall not contain constituents in excess of the prescribed limits mentioned in the CFO order   | We are following as per the CFO order<br>Copies of the last one-month details are enclosed for your reference.   |
| 7.    | The industry shall treat the effluents in the ETP to meet the board standards   | We are operating ETP Continuously and following as per board standards.  |
| 8.    | The Industry shall maintain the following records and the same shall be made available to the inspecting officers of the board  | We are maintaining and updating time to time.  |
| 9.    | The Industry shall maintain the following records and the same shall be made available to the inspecting officers of the board <ol style="list-style-type: none"> <li>a. Daily production details</li> <li>b. Quantity of Effluents generated, treated, recycled/reused and disposed.</li> <li>c. Logbooks for pollution control systems.</li> <li>d. Characteristics of effluents and emissions</li> <li>e. Hazardous/nonhazardous solid waste generated and disposed.</li> <li>f. Inspection book.</li> <li>g. Manifest copies of effluents/ hazardous waste quantity of effluents generated, treated, recycled/reused and disposed.</li> </ol> | We are maintaining continuously time to time and keep ready all the times.   |
| 10    | The Industry shall develop green belt in all the vacant places covering at least 33% of total area  | We are maintaining the Green belt of 33 % and adopting nearby village & school for planting trees. And also, we are having 5 acres of land adjacent to our plant developing green belt |
| 11    | The industry has not provided energy meters to the ETP  | We are having energy meters for ETP  |

For **ADANI WILMAR LIMITED**

AUTHORISED SIGNATORY



BEFORE THE HON'BLE NATIONAL  
GREEN TRIBUNAL (SOUTH ZONE)

CHENNAI

**O.A. No. 221 of 2015 (SZ)**

Isanaka Vedavathi

...Applicant

*Versus*

Union of India

And others

...Respondents

**OBJECTIONS OF THE 5<sup>TH</sup>  
RESPONDENT TO THE REPORT  
OF THE JOINT COMMITTEE  
DATED 01.12.2020 ALONG  
WITH ANNEXURES**

M/s. C. Seethapathy (1237/94),  
A. Umasankar (311/98),  
Gautam S.Raman (1583/13),

**COUNSEL FOR 5<sup>TH</sup>  
RESPONDENT**

98408 85752

[seethapathychellam@gmail.com](mailto:seethapathychellam@gmail.com)