

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL  
SOUTH ZONE, CHENNAI  
ORIGINAL APPLICATION NO. 221 OF 2015 (SZ)**

**IN THE MATTER OF:**

**ISANAKA VEDAVATHI**

**...APPLICANT**

**VERSUS**

**UNION OF INDIA & ORS.**

**...RESPONDENTS**

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SYED MAHABOOB BASHA B.Com., B.L., 14/9/21  
ADVOCATE & NOTARY  
23-166, Mulapet, NELLORE-524 003,  
Appointed By Govt. of Andhra Pradesh, INDIA  
Cell: 9440206786, 7337592455

For South India Krishna Oil & Fats Pvt. Ltd.

  
Authorized Signatory

5. **Annexure R8/4**

Photograph of the odour control system installed  
at the Respondent No. 8's Unit

23

**RESPONDENT NO. 8**

**THROUGH**

*Aparajitha Vishwanath*  
**APARAJITHA VISHWANATH**  
15/6, DEIVASIGANYANI ST,  
ROYAPETTAH - 14

*Syed*  
14/1/21  
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*R*  
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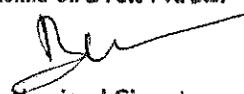
**OBJECTIONS TO THE REPORT OF THE JOINT COMMITTEE DATED 10.08.2021  
ON BEHALF OF RESPONDENT NO. 8, SOUTH INDIA KRISHNA OIL AND FATS  
PRIVATE LIMITED**

I, B. Muthukrishnan, son of Mr. S. Balasubramanian aged about 39 years, working at Survey No. 275,279,280 & 281, Epuru Bit - 1B, Pantapalem (V), Muthukur (M), SPSR Nellore District, do hereby solemnly affirm and declare as under:

1. That I am currently designated as Senior Plant Manager of the Respondent No. 8, South India Krishna Oil and Fats Private Limited and as such an officer of the Company. I am fully conversant with the facts of the present case.
2. That I have been duly authorized to sign and affirm this affidavit for and on behalf of the Respondent No. 8 in the abovementioned matter and as such am competent to sign and affirm this affidavit on behalf of the Respondent No. 8. Authorization Letter has been enclosed herewith and is marked as **Annexure R8/1**.

  
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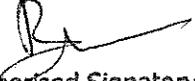
14/9/21  
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3. That I have read the contents of the Report of the Joint Committee comprising of representatives of Ministry of Environment Forest and Climate Change, Central Pollution Control Board and Andhra Pradesh Pollution Control Board dated 10.08.2021 filed in compliance of Orders of this Hon'ble Tribunal dated 03.02.2021 and 13.07.2021 ("**Report**"). I have understood the true meaning of its contents, scope, purport and effect thereof.
4. The Hon'ble Tribunal had granted the Respondents liberty to file objections to the additional report in its order dated 11.08.2021. The same have been set out in the paragraphs appearing hereinafter.
5. Briefly, Respondent No. 8, is a company validly subsisting under the Companies Act 2013. The Respondent has its unit situated at Sy. No. 275,279,280 & 281, Epuru Bit - 1B, Pantapalem (V), Muthukur (M), SPSR Nellore District, and is a law-abiding entity and is a fully compliant unit. It is diligent in adhering to the various directions and orders passed by the Central Pollution Control Board, Andhra Pradesh Pollution Control Board, all other such regulatory bodies and the Hon'ble NGT, from time to time. Accordingly, any adverse findings/ findings of any non-compliance on part of the Unit operated by Respondent are denied and objected to in terms of submissions made in paragraphs appearing hereinafter.
6. The findings contained in the Report in respect to the Respondent No. 8 primarily appear at pages 12-15 of the Report, under Section II.d – "*Compliance Status of M/s South India Krishna Oil & Fats Pvt. Ltd*". In the said Report, the Joint Committee has reported certain adverse findings/ non-compliances on part of the Respondent Unit.

  
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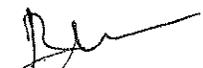
  
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7. At the outset, it is submitted that the aforesaid adverse findings are disputed and denied. The Respondent No. 8 is fully compliant with all existing applicable laws and standards prescribed by various pollution control regulatory bodies, including the APPCB and CPCB. Accordingly, the environmental compensation of INR 1,05,86,000/- has been mechanically and incorrectly been levied on the Respondent No. 8. .
8. The specific objections/response to the observations *qua* the Respondent No. 8 contained in the Report have been set out hereinbelow:

Observations in the Report	Objections/ Submissions to the committee's observations in its 2 <sup>nd</sup> report of August, 2021				
<p><b>Parameter:</b> <i>Effluent Generation</i></p> <p><b>Non-compliance observed during committee inspection in Oct, 2020:</b> <i>Effluent transfer in drains. ETP is not in operation.</i></p> <p><b>Present Status (as per the committee's report of August, 2021):</b></p> <table border="1" data-bbox="326 1580 829 1881"> <thead> <tr> <th>Source</th> <th>Effluent generation</th> </tr> </thead> <tbody> <tr> <td>Trade effluents (Boiler &amp; Cooling tower blow down, Process, Primary</td> <td>136.0 KLD</td> </tr> </tbody> </table>	Source	Effluent generation	Trade effluents (Boiler & Cooling tower blow down, Process, Primary	136.0 KLD	<p>1. During the visit of the joint committee, it was admittedly found that the ETP of the Respondent's Unit was duly in operation, as mentioned in the committee's report of August, 2021.</p> <p>2. It is submitted that Respondent No. 8 has installed an oil and grease trap for collecting the oil and scum, which is routed to Effluent Treatment Plant (ETP). Further, as mentioned in the committee's report of August 2021, the ETP of the Respondent No. 8's unit was</p>
Source	Effluent generation				
Trade effluents (Boiler & Cooling tower blow down, Process, Primary	136.0 KLD				

  
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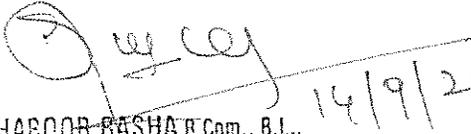
dual RO, back wash)		duly in operation.
HTDS effluents from Acid Plant and dual RO rejects	53.0 KLD	3. Further, with respect to the finding that the "effluent observed in the storm water drain" it is submitted that in order to further improve the storm water drain, the work was in progress for the installation of separate collection pit for which all the process water was being pumped to ETP through pipeline, for further processing. The said work was almost at the completion stage during the visit of the committee.
Primary RO rejects	93.0 KLD	
Domestic	16.0 KLD	4. As highlighted in its previous objection to 1 <sup>st</sup> Report of Joint Committee filed by the Respondent No. 8 dated 23 February 2021, a Purchase Order was issued by the Respondent No. 8 for rain water harvesting. The installation work of the rain water harvesting system was in progress during the committee's visit and the

*ETP of 300 KLD & Dual RO Plant, MEE of 18 KLD followed by ATFD provided to meet ZLD. STP of 20 KLD provided for domestic purposes. ETP comprises of Collection tank, Oil & grease trap, Equalization tank, Primary clarifier, Aeration tank 1 & 2, buffer tank, Secondary clarifier, Sludge drying beds & Filter Press, Pressure Sand filter, activated carbon filter etc.*

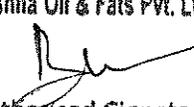
*Separate pipeline for effluent transfer is under installation. Storm water network has to be improved. ETP is under operation. Effluent was observed in storm water drains.*

**Compliance Status (as reported in committee's report of August, 2021):**

*Partially complying. Unit has taken corrective actions and there are*

  
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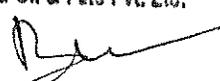
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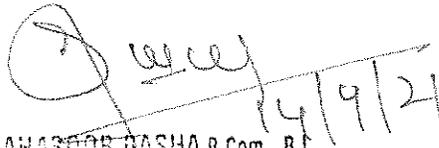
<p><i>improvements but effluent found in storm water drains.</i></p>	<p>said work was almost at the completion stage.</p> <p>5. It is further submitted that due to ongoing installation work of rain water harvesting system as mentioned above, the stagnant water as observed by the visiting team was only the rain water and it was not the process/ effluent water. However, the report has the mention of Effluent in storm water drains, without any kind of sampling / testing done by the team, which is unjust, arbitrary and contrary to the facts,</p> <p>6. It is further submitted that the Respondent No. 8 have diligently issued the Purchase Order for Oil skimmer for the removal of oil &amp; greases in the month of June 2021, apart from existing oils and grease trap. The same is also one of recommendation of the Committee in its 2<sup>nd</sup> report of August 2021. Copy of Purchase Order for Oil skimmer dated 11 June 2021</p>
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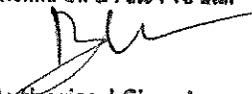
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	<p>is attached herewith as <b>Annexure R8/2.</b></p> <p>Accordingly, it is submitted that the ETP is under operation as also mentioned in the committee's report. Further, due to the facts mentioned above, committee has in its report mentioned about the observation of effluent..</p> <p>Therefore, the Respondent No. 8 is not partially but fully compliant in respect of Effluent generation.</p>			
<p><b>Parameter:</b> <i>Air Pollution</i></p> <p><b>Non-compliance observed during committee inspection in Oct, 2020:</b> <i>Odour problem.</i></p> <p><b>Present Status (as per the committee's report of August, 2021):</b> :</p> <table border="1" data-bbox="326 1723 829 1873"> <tr> <td><i>Boiler capacity TPH</i></td> <td><i>of 1x24</i></td> <td><i>Mechanical dust collectors fol. By bag filters</i></td> </tr> </table>	<i>Boiler capacity TPH</i>	<i>of 1x24</i>	<i>Mechanical dust collectors fol. By bag filters</i>	<ol style="list-style-type: none"> <li>1. There exist no adverse findings against the Respondent No. 8's Unit at paragraphs "Air Pollution". It is submitted that the Respondent No. 8 is already compliant in respect of the Air Pollution norms.</li> <li>2. The Respondent No. 8 has further installed Scrubber System in its refinery which is fully functional.</li> <li>3. In the Respondent No. 8's</li> </ol>
<i>Boiler capacity TPH</i>	<i>of 1x24</i>	<i>Mechanical dust collectors fol. By bag filters</i>		

  
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Boiler of capacity 1x15.0 TPH		previous objection to 1 <sup>st</sup> Report of Joint Committee dated 01 December 2020, the Respondent No. 8 had duly highlighted that the officials of RO, Nellore who had inspected the industry on 28 July 2020, observed that "Odour problem is observed outside the industry premises". The said order No. 149/APPCB/UH-II/TF/NLR/2019 dated 28.09.2020 issued by the APPCB has been enclosed herewith and marked as <b>Annexure R8/3</b> .
Thermo Syphon 1x20 Lakh.k.cal.		
Thermic Fuel Heater 2x6 Lakh.k/cal/hour	Mechanical dust collectors fol. By bag filters	4. Additionally, as has also been submitted in the 2nd Half Yearly CFO Compliance Report for the year 2020 – Reg dated 30.01.2021, to the APPCB, the Respondent No. 8 has also included picture of the Odour Control system installed by it. A photograph of the odour control system installed at the Respondent
4x750 KVA D.G. Sets	Acoustic enclosures	

The unit has installed online emission monitors in both the stacks attached to Boiler -24 TPH & common chimney provided to 15 & 16 TPH boilers and same is connected to APPCB Server to monitor SPM. The committee verified the online results for last six months and found that the unit is complying with Stipulated standards.

But however odour nuisance is still persisting.

**Compliance Status (as reported in committee's report of August, 2021):**

:  
Partially complied.

  
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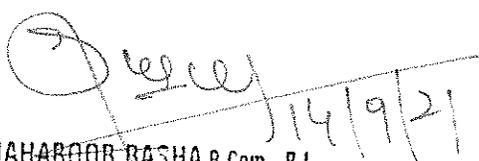
	<p>No. 8's Unit has also been enclosed herewith and marked as <b>Annexure R8/4</b>.</p> <p>5. Considering that all the refineries usually need to have similar processes in place/ similar by-products and such other common factors during their operations, the measures for establishing the source of odour problem cannot be attributable to the Respondent No. 8 to wrongly regard it to be partially complaint.</p> <p>6. Odour problem is subjective and there are probabilities that the same may be due to the neighbouring industries / such other similar units as the Respondent No. 8. In other words, the persistence of odour in the area cannot be attributable to the Respondent No. 8, especially when it is fully compliant and has all processes/control systems</p>
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	<p>installed and fully functioning.</p> <p>In view of the above, there exists no scope of odour being generated from the Respondent No. 8's unit and the same cannot be attributable to it to make it purportedly partially complaint.</p>
<p><b>Overall Compliance Status:</b></p> <p><i>The committee observed that the unit has taken steps for improvement and has not fully complied with the conditions stipulated in CFO and directions issued by APPCB. As per OCEMS records available with APPCB, the unit is found complying with APPCB standards for Particulate Matter. During previous inspection the committee had observed non-compliances w.r.t effluent transfer &amp; its treatment and sludge disposal. Based on these non-compliances observed during committee inspection in October, 2020 environment compensation of Rs. 71.30 Lakhs was assessed based on non compliances during period 17.01.2020 to 13.10.2020. The committee has calculated EC using CPCB formula</i></p>	<p>In view of the findings contained in the Report, the Joint Committee has determined the Environmental Compensation (EC) of INR 1,05,86,000/-to be paid by the Respondent No. 8.</p> <p>The assessment of EC of INR 1,05,86,000/-(wherein an additional amount of INR 10,00,000 has already been received by the APPCB) in respect of Respondent No. 8 is disputed in view of the aforementioned objections/submissions qua the findings contained in the Report and in light of various compliances undertaken by the Respondent No. 8.</p> <p>The Respondent No. 8 has also</p>

  
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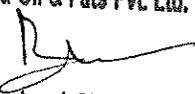
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<p><math>EC=PI \times N \times R \times S \times LF.</math>  Presently though unit has taken measures for improvement but it not fully complying.  Hence committee has calculated EC:  *Period of noncompliance:  14.10.2020 to 29.07.2021  PI: 80  S: 1.5  LF: 1  R (Rs): 100/-  N (days): 288  Environmental compensation (Rs): 34,56,000/-  EC for violation: N (days): 288: 34,56,000/-  EC assessed by committee for non-compliance during 17.01.2020 to 13.10.2020: 71,30,000/-  Total EC to be paid by the unit to APPCB: 1,05,86,000/-  Rupees One crore five lakhs eighty six thousand Only*</p> <p>Rupee Factor of Rs.100/- is taken considering that the unit is improving. The committee submits to Hon'ble NGT to direct the unit to pay EC of Rs. 105.86 lakhs to APPCB.</p>	<p>objected to, denied and disputed the EC levied upon it by way of its previous objections to 1<sup>st</sup> Report of Joint Committee dated 01 December 2020 filed before this Hon'ble Tribunal.</p> <p>It is submitted that the Respondent No. 8 is a fully complaint unit and the two observations against the Respondent No. 8 have duly been addressed herein.</p> <p>In view of the above objections and response, it is unjust, arbitrary and mechanical to regard the Respondent No. 8 as being merely "partially compliant". Furthermore, there exists no reasonable/scientific basis for the quantification of the EC purportedly payable by the Respondent No. 8 and the same has been done mechanically and on the basis of assumptions and presumptions, contrary to the facts appearing on the face of the record.</p> <p>Therefore, any liability to pay the aforesaid assessed EC of INR</p>
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	1,05,86,000/- is denied and disputed.
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9. It is most humbly submitted that when all preventive and precautionary measures are already in place, there is no scope or occasion for the joint committee/ authorities to assume non-compliance and fasten liability without any basis and cogent rationale which may be directly attributable to any purported negligence or default or non-compliance on behalf of the Respondent No. 8. The aforesaid submissions are also substantiated particularly in view of findings recorded by the joint committee in their previous report, wherein admittedly, the odour problem was found to be originating outside the Respondent No. 8's Unit and was admittedly not attributable to any act or omission on part of the Respondent No. 8. Therefore, there arises no occasion for the joint committee/ authorities to draw an adverse inference against the Respondent No. 8, despite it being a fully compliant unit, in the absence of change in any circumstances and all the equipment with latest technology having been deployed and fully operational at the unit of the Respondent No. 8.
10. The contents of the present affidavit are true and correct to the best of my knowledge and belief.
11. The annexures annexed to the present Affidavit are true and correct copies of their respective originals.

  
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For South India Krishna Oil & Fats Pvt. Ltd.

  
Authorized Signatory

For South India Krishna Oil & Fats Pvt. Ltd.

*[Signature]*  
Authorised Signatory

DEPONENT

**VERIFICATION**

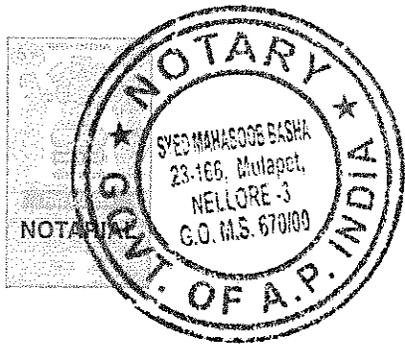
I, the above named deponent do hereby verify that the contents of the above affidavit are true and correct, no part of it is false and nothing material has been concealed there from.

For South India Krishna Oil & Fats Pvt. Ltd.

Verified at NELLORE on this the 14<sup>th</sup> day of September 2021.

*[Signature]*  
Authorised Signatory

DEPONENT



*[Signature]*  
14/9/21  
SYED MAHABOOB BASHA B.Com., B.L.,  
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23-166, Mulapet, NELLORE-524 003.  
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## Annexure R8/1

**SOUTH INDIA KRISHNA OIL AND FATS PRIVATE LIMITED**

Regd. Office: D-194, First Floor, Okhla Industrial Area, Phase-I, New Delhi-110 020

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF SOUTH INDIA KRISHNA OIL AND FATS PRIVATE LIMITED HELD ON 04<sup>TH</sup> DAY OF FEBRUARY 2016**

**"RESOLVED THAT** the following persons be and are hereby jointly and severally authorized to sign, verify and file all papers, applications, counters, vakalatnama, complaints, affidavit etc. and all other documents as may be required to be filed in connection with the application filed by Isanaka Vedavathi before the National Green Tribunal, Chennai, against the Company bearing application no. 221 of 2015.

Sl. No.	Name	Designation
1	Jeeva Kumar	Director
2	Sumit Chaddha	Head – Finance
3	Subramaniam Palanisamy	General Manager - Sales and Marketing
4	B. Muthukrishnan	Factory Manager

**RESOLVED FURTHER THAT** the above mentioned persons be and are hereby jointly and severally authorized to sign, verify and file all required papers, to make necessary representation, give statements to file any documents, lead evidence by way of affidavit, to file and receive/take back any document, to file any review, revision, petition, appeal, writ, etc., to negotiate, settle, withdraw any proceedings in the aforesaid matter before the National Green Tribunal/Supreme Court or before any other government authority, Tribunal and/or local authorities / any other Court of Law in connection with the said matter and the above mentioned persons are also authorized to delegate their aforesaid power to any employee and/or any other person as they may deem fit under a valid power of attorney and/or such other authorization and can appoint/engage any attorney, advocate, consultant or advisor for the above matter and to do all other necessary acts, deeds and things as may be necessary and/or incidental thereto for and on behalf of the company in the aforesaid matter.

**RESOLVED FURTHER THAT** a certified true copy of the said resolution be furnished to all concerned under signatures of any one of the Directors."

Certified True Copy

For SOUTH INDIA KRISHNA OIL AND FATS PRIVATE LIMITED

  
Director

TEL: +91 11 33000011, FAX: +91 11 30788500, CIN: U36100DL2009PTC194220

E-mail- [legal@sioils.com](mailto:legal@sioils.com), Website: [www.sioils.com](http://www.sioils.com)

## ANNEXURE R 8/2

		<b>South India Krishna Oil and Fats Pvt. Ltd.</b> Muthukuru Mandal, Survey No. 275,279,280 & 281, Epuru Bit - 1, Pantapalam, Nellore, Andhra Pradesh--524344 India				
PAN NO: AANCS3846A GST NO: 37AANCS3846A1ZA		CIN NO: U36100DL2009PTC194220		Order No: NEPG21/2117700520 Order Date: 11-Jun-21		
<b>PURCHASE ORDER</b>						
<b>Supplier Details: Pay To</b> <b>SE COOPERMATICS FILTRATION SYSTEMS INDIA PVT LTD</b> Plot No:20&21, Ambadvet Industrial Estate Near High Tech BioSciences R&D Centre, Off Mulshi Road, Paud PO, Tal. Mulshi Pune -412108 India MH IN <b>Contact No:</b> <b>Contact Person: MR. VINOAD</b>			<b>Ship From:</b> Plot No:20&21, Ambadvet Industrial Estate Near High Tech BioSciences R&D Centre, Off Mulshi Road, Paud PO, Tal. Mulshi 412108 Pune Maharashtra India  GST No. : 27ABBCS5116N1Z3			
<b>Invoice To:</b> <b>South India Krishna Oil and Fats Pvt. Ltd.</b> Muthukuru Mandal, Survey No. 275,279,280 & 281, Epuru Bit - 1, Pantapalam, Nellore, Andhra Pradesh--524344 India			<b>Ship To:</b> Nellore, Andhra Pradesh <b>Delivery Period :</b> 4WEEKS		<b>Terms Of Delivery :</b> EX-WORKS-PUNE  <b>Supplier's Ref:</b> SECI-Q2122-0651 Rev 0A	
<b>Terms of Payment :</b> 50% ADVANCE PAYEMNT ALONG WITH THE PURCHASE ORDER AND BALANCE 50% AGAINST PROFORMA INVOICE AFTER READYNES OF THE MATERIAL						
S/N	Description of Goods	HSN No.	Qty	UOM	Rate/Price	Amount
1	OIL SKIMMER, BELT TYPE, FLOW: 2M <sup>3</sup> /HR, PH 5 TO 9, BODY/PULLEY: SS304, PU BELT W. 100MMXD. 1350MM ±25MM, BELT ENDLESS L. 1900MM (APPROX) WITH BONFIGLIOLI GEARBOX VF44, MOTOR 0.12HP, 1500RPM, 415V, 3PHASE, SCRAPER: TEFLON, TANK 1MTRX1MTRX1.5MTR, SE COOPERMATICS	84.21.2900	1.00	SET	45500.00	45,500.00
2	OIL SKIMMER, BELT TYPE, FLOW: 0.5M <sup>3</sup> /HR, PH 2 TO 7, BODY/PULLEY: SS316, PU BELT W. 150MMXD. 1350MM ±25MM, BELT ENDLESS L. 3300MM (APPROX) WITH BONFIGLIOLI GEARBOX VF44, MOTOR 0.12HP, 1500RPM, 415V, 3PHASE, SCRAPER: TEFLON, TANK 2MTRX1MTRX1.5MTR, SE COOPERMATICS	84.21.2900	1.00	SET	56400.00	56,400.00
					<b>Total Before Discount:</b>	₹ 101,900.00
					<b>Discount:</b>	₹ 0.00
					<b>IGST18 18.000%:</b>	₹ 18,342.00
					<b>Freight:</b>	₹ 0.00
					<b>Round Off:</b>	₹ 0.00
					<b>Grand Total:</b>	₹ 120,242.00
Amount in Words: ( One Lacs Twenty Thousand Two Hundred Forty-Two Rupees Only.)						
<b>Remarks:</b> DELIEVRY PERIOD: 4 WEEKS FROM THE RECEIPT OF THE PURCHAS ORDER. FREIGHT CHAREGS: EXTRA AT ACTAULS. P&F CHAREGS: 7000/-EXTRA AT ACTAULS. Based On Purchase Quotation 2123000401.						

<b>This order is subjected to the following Terms &amp; Conditions</b>	<b>For South India Krishna Oil and Fats Pvt. Ltd.</b>
<b>Please Note:</b>	<b>Authorised Signatory</b>
1. Purchase Order / Work Order No & date should be mentioned on the Supplier's Invoice.	
2. e-transit pass/ e-waybill/ road permit is mandatory with material.	
<b>Created By: Mr. Vemuri Sravan Kumar</b>	
<b>Unit No. 101, 102A, First Floor Realtech Copia Corporate Suites Plot No. 9, Jasola District Centre , New Delhi-110025</b>	
<b>This is a system generated Purchase order, hence doesn't needs any signature</b>	

### GENERAL TERMS OF PURCHASE

#### 1. General Provisions, Scope of Application

These General Terms of Purchase shall be deemed incorporated into each purchase order (the "Purchase Order") that we (the "Buyer") issue to you (the "Supplier"). Upon the Supplier's acceptance of the Purchase Order, the Purchase Order, the specific terms set out in the Purchase Order and our General Terms of Purchase shall constitute the contract (the "Purchase Contract") between the Buyer and the Supplier (collectively, the "Parties") for the product(s) and the services to be provided together with the product(s) ("Product") described in the Purchase Order. Where terms and conditions set out in the Purchase Order (the "Specific Terms") are inconsistent with the provisions of the General Terms of Purchase set out in the Purchase Order, the Specific Terms shall prevail over the provisions of the General Terms of Purchase.

#### 2 Orders and specifications

(a) No quotation submitted by the Supplier shall be deemed to be accepted by the Buyer unless and until confirmed by the issuance of the Purchase Order. Whilst the Purchase Order may make reference to the Supplier's quotation, the Buyer does not recognize any terms and conditions imposed by the Supplier, whether through the Supplier's quotation or otherwise, unless the Buyer has expressly agreed in writing to the application of such terms and conditions in the Purchase Order. The General Terms of Purchase apply even if the Buyer is aware of any terms and conditions which the Supplier attempts to impose on the Buyer, whether through the Supplier's quotation or otherwise, without the Buyer's prior written consent. Quotations, whether written or oral, submitted by the Supplier shall be deemed to be an invitation to treat and not an offer.

(b) The quantity, quality and description of and any specification for the Product shall be those set out in the

Purchase Order. The Purchase Order may make reference to the description and/or specifications of the Product as set out in the Supplier's quotation (collectively, the "Specifications"). The Supplier shall be responsible for ensuring the accuracy of the Specifications.

(c) No addition, variation or amendment may be made to the Specifications without the Buyer's prior written consent. No Purchase Contract which has been accepted by the Supplier may be cancelled by the Supplier without the Buyer's prior written consent.

(d) The time for the supply and/or delivery of the Product shall be of the essence.

#### 3 Price

(a) The price of the Products shall be as set out the Purchase Order (the "Price"). No increase in the Price may be made, whether on account of increased material, labour or transport (if any) costs, fluctuations in exchange rates or otherwise. Unless otherwise agreed, the Buyer shall pay the Price (less any discount to which we are entitled) in accordance with the payment schedule in the Purchase Order. The time of payment of the Price shall not be of the essence of the Purchase Contract.

(b) Unless otherwise stated in the Purchase Order, the Price is inclusive of any applicable goods and services tax, value added tax, sales tax or any similar tax ("Taxes"). The Buyer shall be entitled to make such deduction or withhold payment of a portion of the Price as Taxes to be paid on behalf of the Supplier to the relevant government authorities pursuant to the applicable laws, rules and regulations.

(c) The Price is inclusive of all packaging used for the transport of the Product. Where the Product is shipped by sea, the Supplier shall ensure that sea worthy packaging is used. Where applicable, the Price shall also include all services to install, test, commission and start-up the Product and the provision of technical support by the Supplier to the Buyer, airfare and travelling expenses, living expenses,

visa application and fiscal charges which may be incurred by the Supplier in carrying out any part of its obligations under the Purchase Contract.

#### 4 Payment

(a) Subject to any Specific Terms set out in the Purchase Order, the Supplier shall not be entitled to invoice the Buyer for the Price which is contrary to the agreed payment terms as set out in the Purchase Order.

(b) Unless otherwise agreed, payment of the Price, in whole or in part, by the Buyer shall not amount to acceptance of the Product.

(c) Each party shall bear their own bank charges in relation to the making or receiving of any payment for the Price whether through telegraphic transfer or any other mode of payment.

#### 5 Delivery

(a) Unless the Buyer requires the Supplier to deliver in accordance with the applicable term of Incoterms 2010 and as set out in the Purchase Order, the Supplier shall effect delivery of the Product to the Buyer by delivering it to a location nominated by the Buyer no later than the delivery date specified in the Purchase Order ("Delivery Date").

(b) Where the Product is to be delivered in instalments, each delivery shall not constitute a separate contract and failure by the Supplier to deliver any one or more of the instalments in accordance with the Purchase Contract shall entitle the Buyer to treat the Purchase Contract as a whole as terminated by reason of the Supplier's breach of its delivery obligation.

(c) Where applicable, all bills of lading issued for the Product shipped to the Buyer shall bear the Supplier's name as shipper of the Product. All bills of lading issued must be in a form approved by the Buyer.

#### 6 Risk & Property

(a) Risk of damage to or loss of the Product shall pass to the Buyer in accordance with the applicable incoterm from Incoterms 2010 and as set out in the Purchase Order or if the purchase is not based on Incoterms 2010, then when the Product is delivered

to the Buyer at the Buyer's premises specified in the Purchase Order.

(b) Property in and legal title to the Product shall pass with risk of damage to or loss of the Product defined in Condition 6(a) above.

#### 7 Factory Acceptance Test

(a) This Condition 7 shall only be applicable in the event FAT is included in the scope of supply of the Supplier.

(b) Where required by the Buyer, prior to the shipment of the Product (or any part thereof) for delivery to the Buyer pursuant to the Purchase Order, the Supplier shall arrange for factory acceptance test ("FAT") to be conducted in presence of the Buyer. If FAT is conducted and the Buyer is satisfied that the Product has passed the FAT, the Supplier will then issue a FAT certificate for the Buyer's signature and confirmation.

(c) It shall be a condition precedent to the shipment of the Product that the FAT certificate has been duly signed by the Buyer.

(d) For the avoidance of doubt, the signing of the FAT certificate and/or the failure of the Buyer to request for an FAT and/or the failure of the Buyer to attend to any FAT conducted by the Supplier shall not absolve the Supplier from its responsibility to ensure that the Product is supplied in accordance with the terms of the Purchase Contract and shall not prejudice the rights of the Buyer to subsequently reject the Product in accordance with the terms of the Purchase Contract.

#### 8 Installation and Commissioning

(a) This Condition 8 shall only be applicable in the event installation and/or testing and commissioning of the Product is included in the scope of supply of the Supplier.

(b) The Supplier shall commence the installation of the Product as specified by the Buyer. If the role of the Supplier is only to supervise the installation of the Product, then the Supplier shall carry out the installation supervision in accordance with the schedule as informed by the Buyer.

(c) In the event that the Buyer is of the opinion that the Supplier's personnel is not qualified to carry out any part of the services to which the Supplier is required to carry out under the Purchase Contract, the Buyer shall request the Supplier to replace the personnel. Thereafter, the Supplier shall immediately replace the personnel to the Buyer's satisfaction.

(d) Once the Product has been installed completely, the party responsible for the installation of the Product shall send a written notice to the other party informing that the installation has been completed (the "Notice of Installation Completion").

(e) The Supplier shall carry out the testing and commissioning of the Product after the Notice of the Installation Completion has been issued unless instructed otherwise by the Buyer. If the Supplier's role is to supervise the testing and/or commissioning of the Product, then the Supplier shall carry out the testing and/or commissioning supervision in accordance with the schedule of the Buyer.

(f) Where installation of the Product is carried by the Buyer under the supervision of the Supplier, prior to any testing and/or commissioning of the Product, the Supplier must inspect the installation of the Product and satisfy itself that the installation has been completed in accordance with the Supplier's instructions and requirements which were provided by the Supplier to the Buyer prior to the commencement of the installation of the Product. The Supplier's act of carrying out the testing and commissioning of the Product or the Supplier's non-objection to the Buyer carrying out the testing and commissioning of the Product shall be deemed Supplier's acceptance that the Product has been installed completely and in proper order and that the Product is ready for testing and/or commissioning.

(g) During the commissioning process, the Supplier and the Buyer shall jointly examine the Product and conduct acceptance testing of the

Product (the "Acceptance Testing") as specified in the Purchase Order in order to ascertain that the Product supplied: (i) is in accordance with the Specifications; (ii) is in good functional order and/or (iii) meets any other criteria as specified in the Purchase Order (the "Acceptance Criteria").

(h) If the Product is unable to attain any of the Acceptance Criteria at any point during the Acceptance Testing, such inability to attain such Acceptance Criteria shall be considered to be non-compliance (the "Non-Compliance"). The continuation of Acceptance Testing despite the occurrence of Non-Compliance shall not prejudice the right of the Buyer to reject the Product or carry out further Acceptance Testing.

(i) Where there is Non-Compliance, the Supplier shall carry out rectification work within a reasonable period and in any case in accordance with the industry standard and do all that is necessary to ensure that the Product is able to meet the Acceptance Criteria. Once the rectification work has been completed, the Supplier shall repeat the Acceptance Testing until such time it is able to attain the Acceptance Criteria.

(j) If the Product is not able to pass the Acceptance Testing after the re-testing carried out in accordance with Condition 8(i), the Buyer shall be entitled to reject the Product. In such event, the Supplier shall, within 30 days of the date of the Buyer's notice to reject the Product: (i) remove the Product from the Buyer's premises at the Supplier's own cost and expense; and (ii) repay to the Buyer such part of the Price that the Buyer has paid to the Supplier. The Buyer shall not be responsible for any loss and damage to the Product while it continues to remain on the Buyer's premises after it has been rejected by the Buyer.

(k) If the Product is able to successfully pass the Acceptance Testing, the Supplier shall issue an acceptance certificate to the Buyer (the "Acceptance Certificate") which the Buyer

shall countersign within 14 days of the later of (i) date of completion of the Acceptance Testing; or (ii) date of the report issued by the Supplier in respect of the Acceptance Testing.

#### 9 Technical Support

(a) This Condition 9 shall only be applicable in the event technical support is included in the scope of supply of the Supplier.

(b) The Supplier shall provide technical support to the Buyer in accordance with the terms as set out in the Purchase Order. Where no detailed scope is set out in the Purchase Order, the Supplier shall provide three sessions of technical support to the Buyer as and when requested by the Buyer. Each session of the technical support shall comprise the Supplier sending one technician, at the Supplier's cost and expense, to provide training or re-training and operational and maintenance support for 10 working days. At the Buyer's option, the Buyer may convert one of these sessions of technical support into one emergency support request. In such event, the Supplier shall send its technician, at the Supplier's own cost and expense, to the Buyer's premises within 48 hours to resolve the situation that required emergency support.

#### 10 Warranty

(a) The Supplier warrants to the Buyer that: (i) unless otherwise stated in the Purchase Order, the Product will be free from defects for a period of 12 months from the date of written acceptance of the Product by the Buyer (including successful commissioning of the Product, if applicable) or 18 months from the date of delivery of the Product, whichever is earlier applicable (the "Warranty Period"). If there are any defects to the Product during the Warranty Period, the Supplier shall, at its own cost and expense, carry out all works to rectify any defect of the Product and if any parts of the Product are to be replaced ("Defective Parts"), the Defective Parts shall be replaced with new and original parts which conforms to the Specifications and the terms of this Purchase Contract

("Replacement Parts"). The Supplier further warrants that the Replacement Parts will be free of defects for a period of 12 months from the date of its replacement of the Defective Parts of the Products, save and unless stated otherwise in the Purchase Order; (ii) the Product will correspond to the Specifications; (iii) it has full right, interest, title and is the beneficial owner of the Product; (iv) reasonable care and skill has been used in the design and manufacture of the Product; (v) the Product will be of satisfactory quality; (vi) the Product will be fit for purpose; (vii) the Product will comply with all statutory requirements and regulations relating to the Product in India; (viii) it shall perform the services it provides in a proper, workmanlike and professional manner and shall ensure at all this times that its conduct will not cause any nuisance or disruption to the Buyer or its customers; (ix) it shall perform the services it provides in a timely, diligent and efficient manner and will not do any acts that would cause any delay, for whatever reason, to the installation of the Product, commissioning or the Buyer's purpose for which the Product were envisaged to be used or purchased; (x) it shall not, and shall procure or cause its personnel, employees or representatives that it uses to provide the services to the Buyer shall not, misconduct or misbehave themselves, do any act or thing which would be in contravention of laws in India when performing any part of the installation of the Product, or do any act or thing that would be contrary to the Buyer's interest, whether in relation to the purchase, installation or commissioning of the Product; and (xi) it possesses the specific skills and experience relevant to the Services.

(b) The Supplier undertakes to promote and protect the interest and welfare of the Buyer in connection with any matter arising out of the performance of its obligations under the Purchase Contract. Without limiting the foregoing, the Supplier undertakes to, and shall procure its

employees, to refrain at all times during and subsequent to the termination of the Purchase Contract from making or issuing any derogatory remark or statement regarding the Buyer, its personnel or its business.

(c) Without limiting any other remedy, if the Product is not supplied in accordance with the Purchase Contract, then the Buyer shall be entitled: (i) to require the Supplier to repair and/or replace the Product or carry out such work to ensure that the Product is in accordance with the Purchase Contract within such period as required by the Buyer and if no period is expressly notified by the Buyer to the Supplier, then 14 days of the Buyer's notification without charge; or (ii) at the Buyer's sole option, and whether or not the Buyer has previously exercised its rights under Condition 10(c)(i) to treat the Purchase Contract as terminated by reason of the Supplier's breach and require the repayment of any part of the Price paid.

(d) The Supplier shall indemnify the Buyer in full against all liability, loss, damages, costs and expenses (including legal expenses on an indemnity basis) awarded or incurred or paid by the Buyer as a result of or in connection with: (i) a breach of any warranty given by the Supplier in relation to the Product; (ii) any act or omission of the Supplier, or its employees, agents or sub-contractors in supplying, delivering and/or installing the Product; and (iii) any breach by the Supplier of any of the provisions of the Purchase Contract.

(e) The Supplier shall be responsible for ensuring that all the Suppliers' personnel, officers, representatives, agents and employees (i) comply with the rules and regulations in relation to obtaining and possessing the necessary visa to conduct any business or work in India; and (ii) are adequately covered by the appropriate insurance during all activities it carries out on the Buyer's premises. For the avoidance of doubt, the Buyer shall not be responsible or liable for any injury or death of the any

of the Suppliers' personnel, officers, representatives, agents and employees however caused to the fullest extent permitted by law.

#### 11 Intellectual property rights

(a) The Supplier warrants that the Product does not infringe the intellectual property rights of any party. If any claim (the "Infringement Claim") is made against the Buyer that the Product infringes (or that their use infringes) the intellectual property rights of any other person, the Buyer shall as soon as practicable after the receipt of such an Infringement Claim notify the Supplier of the same in order for the Supplier to defend any suit against the Buyer for the Infringement Claim. The Supplier shall indemnify the Buyer in full against all liability, loss, damages, costs and expenses (including legal expenses on an indemnity basis) awarded or incurred or paid by the Buyer as a result of or in connection with the Infringement Claim.

(b) The indemnity referred to in Condition 11(a) shall be granted whether or not legal proceedings are instituted and, if such proceedings are instituted, irrespective of the means, manner or nature of any settlement, compromise or determination.

(c) The Supplier shall, at the Supplier's expense, conduct the defence of the Infringement Claim. The Buyer shall, if requested by the Supplier but at the Supplier's expense, provide the Supplier with reasonable assistance in conducting the defence of the Infringement Claim. The Supplier shall reimburse the Buyer for all expenses incurred pursuant to this Condition 11(c) within 30 days of receipt of the Buyer's written demand. Should the Buyer deem it necessary, the Buyer may participate in the defence of the Infringement Claim at its own expense. The Supplier shall not enter into any settlement agreement that would cause the Buyer to incur liability to the party bringing the Infringement Claim that would not be covered by Condition 11(a) above without the Buyer's prior written consent, which shall not be unreasonably

withheld.

(d) Without limiting the generality of the foregoing, if it is determined by a court or any independent tribunal of fact or law or if it is agreed between the Parties to the dispute that an infringement of intellectual property rights has occurred, the Supplier shall at its sole expense: (i) modify the Product in order to avoid continuing infringement; (ii) procure for the Buyer the right to continue the use or possession of the infringing Product; or (iii) if the solutions in either sub-paragraph (i) or (ii) above cannot be achieved, remove the Product and refund to the Buyer all sums paid by the Buyer to the Supplier up until such date of removal.

#### 12 Limitation of Liability

In no event will the Buyer be liable for any incidental, consequential, special, punitive, statutory or indirect damages, including without limitation, loss of profits, revenues or use, even if informed of the possibility of these damages.

#### 13 Confidentiality

(a) The Supplier acknowledges and agrees that Confidential Information (as defined below) will be or has been disclosed by the Buyer to it. The Supplier further agrees that the obligation of confidentiality shall continue in full force and effect after the expiry of or the termination of the Purchase Contract or until the information properly comes into the public domain (without the breach of any of the provisions in this Condition 13). The term "Confidential Information" for the purpose of the Purchase Contract shall (i) mean any and all information disclosed, furnished or communicated by or on behalf of the Buyer to the Supplier through the Supplier's directors, officers, employees, representatives, or agents in connection with this Purchase Contract or the Product; and/or (ii) mean any and all information disclosed by the Buyer to the Supplier whether in writing or other tangible form or intangible form; and/or (iii) include the Specifications, the terms of the Purchase Contract and the existence and/or termination of the Purchase

Contract or any part thereof; and/or (iv) information gained by the Supplier from its visit to the Buyer's premises.

(b) For the avoidance of doubt, and without limiting the generality of Condition 13(a), Confidential Information may comprise of information and materials relating to designs, concepts, drawings, ideas, inventions, specifications, techniques, discoveries, models and data including but not limited to the Product or the business of the Buyer, and other similar information and materials, whether or not reduced into writing and whether or not in machine or eye readable form.

(c) Notwithstanding any other provision of these General Terms of Purchase, the Parties acknowledge that Confidential Information shall not include any information that: (i) is or becomes publicly available without breach of these General Terms of Purchase; (ii) was previously in the possession of the Supplier and which was not acquired directly or indirectly from the Buyer as evidenced by written records; (iii) the Supplier lawfully receives without any obligation of confidentiality from a third party; or (iv) is required to be disclosed by law or any other government or regulatory authority.

(d) The Supplier undertakes and agrees to: (i) hold and keep in strictest confidence any and all Confidential Information disclosed to it by the Buyer; (ii) make use of the Confidential Information disclosed to it by the Buyer only in relation to its obligations under these General Terms of Purchase; (iii) ensure that the Confidential Information disclosed to it by the Buyer will not be copied or reproduced in any form whatsoever by the Supplier, its representatives or any other third parties; and (iv) promptly return to the Buyer any or all Confidential Information disclosed to it by the Buyer or destroy such Confidential Information upon the request of the Buyer at any time.

(e) The Supplier shall also inform, and shall ensure, that any director, officer, employee or agent or

representative to whom it provides Confidential Information, that such information is kept confidential and shall instruct them: (i) to keep it confidential; and (ii) not to disclose it to any third party.

(f) The Supplier shall be responsible for any breach of this Condition 13 by the person to whom the Confidential Information is disclosed.

#### 14 Liquidated Damages For Delay

Without prejudice to the Buyer's right to terminate the Purchase Contract in accordance with Condition 15, and without limiting any other remedy that is available to the Buyer, the Supplier agrees to pay the Buyer liquidated damages for each delay calculated at the rate of one per cent. of the Price for each week or part thereof up to a maximum amount equal to 10 per cent. of the Price if the Product is not delivered by the Delivery Date(s) in the Purchase Order; and/or the testing and/or commissioning of the Product is delayed due to reasons not attributable to the Buyer. The payment of liquidated damages in or under this Condition 14 shall not prejudice any of the Buyer's remedies under the Purchase Contract or at law.

#### 15 Termination

(a) The Buyer may terminate the Purchase Contract immediately by giving notice in writing to the Supplier in any of the following events: (i) if the Supplier shall at any time fail to deliver the Product by the date falling 10 weeks after the Delivery Date in the Purchase Order; (ii) if the Buyer becomes entitled to reject the Product; (iii) if the Supplier (aa) shall have a receiver or judicial manager (or any person with similar powers in the country of incorporation of the Supplier) appointed over any part of its undertaking or assets; (bb) shall pass a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or any other analogous proceedings, or a court of competent jurisdiction shall make an order to wind up the Supplier (or any other similar order is made); (cc) shall cease or

threaten to cease to carry on business; or (iv) shall be wound up, or a winding up or judicial management petition is presented or any other analogous proceedings are commenced against the Supplier; (iv) if the Supplier otherwise neglects or fails to perform or observe any of the provisions of the Purchase Contract or commits any breach of its obligations in the Purchase Contract which is not remedied to the satisfaction of the Buyer within 30 days of a notice in writing to the Buyer requesting its remedy; (v) if the Supplier discontinues its business operations for 30 days or more, or announces any plans of its intention to do so, and if such default continues uncured for a period of 10 days or more after written notice has been given to the Supplier; then the Purchase Contract will terminate on the date of the Buyer's written notice of termination.

(b) Without prejudice to any other provision of the Purchase Contract, nothing in Condition 15 shall require the Buyer to exercise its right to terminate the Purchase Contract immediately upon the occurrence of the event(s) in Condition 15 and the Buyer shall be entitled to exercise its right to terminate the Purchase Contract at any time after the occurrence of such event(s).

(c) On the termination of the Purchase Contract: (i) the provisions of condition 13 shall continue in force in accordance with its terms; (ii) the Supplier agrees that it shall have no claim against the Buyer for compensation for loss of profit or any similar loss; (iii) the Supplier shall repay to the Buyer all sums that the Buyer has paid to it under the Purchase Contract together with interest calculated at the rate of ten per cent. per annum on such sums; (iv) the Supplier shall, at its own cost and expense, immediately remove the Product or any part thereof from the Buyer's premises and if the Supplier fails to remove such Product from the Buyer's premises within four weeks of the date of termination of the Purchase Contract, the Buyer shall be entitled to remove such

Product from the Buyer's premises and any cost and expense incurred by the Buyer in so doing shall be borne by the Supplier who shall pay such cost and expense to the Buyer within seven days of the Buyer's written demand; and subject as otherwise provided in the Purchase Contract and to any rights or obligations which have accrued prior to termination, neither Party shall have any further obligation to the other under the Purchase Contract.

(d) Notwithstanding the termination of the Purchase Contract, each provision of the Purchase Contract shall continue in full force and effect until such time that such provision has been fully and effectively performed.

#### 16 Notices

(a) All communication in writing (including notices) between the Parties with respect to the Purchase Contract shall be delivered by hand, or sent by pre-paid registered post with recorded delivery to the address and/or fax number of the other party as set out in the Purchase Order, or to such other address and/or fax number as the addressee may from time to time have notified the other party in writing.

(b) A notice shall be deemed to have been duly given: (i) if given or made by letter, 48 hours after posting (exclusive of the day of posting) if sent by one party to the other party where both parties are in the same country or 14 days after posting (exclusive of the day of posting) if the Parties are in different countries; (ii) if delivered by hand or courier, on the date of delivery; and if sent by facsimile, 24 hours after the time of transmission.

#### 17 Governing Law

The Purchase Contract, the relationship between the Parties and the interpretation of the Purchase Contract, shall be governed by, and interpreted in accordance with, the laws of India. The United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall not apply to the Purchase Contract.

#### 18 Dispute Resolution

(a) Any and all disputes, controversies and conflicts between the Parties arising out of or in connection with the Purchase Contract, including any question regarding its existence, validity, termination or interpretation, shall, so far as it is possible, be settled amicably between the Parties.

(b) (a) Failing such amicable settlement, all disputes, questions or controversies arising from or in connection with this Purchase Contract which the Parties cannot settle by amicable negotiations shall be resolved by litigation instituted in the concerned courts of Delhi, India.

#### 19 Further Provisions

(a) The Parties are not partners or agents of each other and do not have the power or authority, directly or indirectly or through its servants or agents, to bind each other to any agreement with any party or otherwise to contract, negotiate or enter into a binding relationship for or on behalf of each other.

(b) Each Party shall bear its own costs and expenses incurred in connection with the negotiation and/or preparation in connection with the Purchase Contract.

(c) The Purchase Contract embodies all the terms and conditions agreed upon between the Parties as to the subject matter of the Purchase Contract and supersedes and cancels in all respects all previous agreements and undertakings, if any, between the Parties with respect to the subject matter hereof, whether such be written or oral.

(d) If any provision of the Purchase Contract is held or interpreted by any governmental authority to be illegal or invalid under present or future laws or regulations effective and applicable during the term of the Purchase Contract, such provisions shall be fully separable and the Purchase Contract shall be construed as if such illegal or invalid provision had never comprised a part of the Purchase Contract and the remaining provisions of the Purchase Contract shall remain in full force and effect and shall not be affected by

the illegal or invalid provision or by its severance from the Purchase Contract.

(e) No variation, modification or waiver of any provision of the Purchase Contract nor consent to any departure by any Party therefrom, shall in any event be of any force or effect unless the same shall be confirmed in writing, signed by both Parties, and then such variation, modification, waiver or consent shall be effective only to the extent for which it may be made or given.

(f) Any waiver of any breach of the Purchase Contract shall not be deemed to apply to any succeeding breach of the provision or of any other provision of the Purchase Contract. No failure to exercise and no delay in exercising on the part of any of the Parties any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies provided in the Purchase Contract are cumulative and not exclusive of any rights or remedies otherwise provided by law.

(g) Neither party hereto shall be liable to the other for default of its obligations under the Purchase Contract when such default is by reason of (i) Act of God (i.e., extraordinary or unforeseeable manifestation of the forces of nature beyond the powers of human intervention, such as tornadoes, hurricanes, typhoons and earthquakes), or (ii) war or armed conflict or acts of terrorism, which include disruption of civil authority, transportation and communication services and entailing martial law or military involvement (whether or not there has been an official declaration of war or an official statement as to the existence of a state of war), or (iii) other act of natural disaster, disease epidemics or pandemics, or disruption of civil, national as well as business and commercial activities beyond reasonable human control and beyond the applicable party's control including but not limited to

partial or complete plant shutdown, disruption of power, water and gas supply, which render it totally incapable of performance of the obligations under the Purchase Contract for at least 45 days; in each case for a period of up to but not more than 90 days, provided that the party claiming to be so affected shall advise the other party promptly after it learns of the occurrence (including the nature and extent) of said event, of the adverse results thereof, of the anticipated duration of such situation and the actions to be taken to mitigate and ameliorate the effect on its business and operations as such affect the Purchase Contract. The default shall not be excused unless such notice is so given and the Party claiming the benefit of force majeure promptly commences and proceeds diligently to take all reasonable steps to mitigate the effects of the force majeure event, and to ameliorate the situation as to its businesses and operations and as affect the Purchase Contract.

(h) A person who is not a party to the Purchase Contract shall have no right under this Purchase Contract to enforce any of its terms.

## Annexure R8/3

Received thru  
By hand on 1<sup>st</sup> Oct 20.



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

Regd. 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. South India Krishna Oil & Fats Pvt. Ltd., Sy. No.275, 279, 280 & 281, Epuru Bit – 1B, Pantapalem Village, Muthukur Mandal, SPSR 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 10.04.2017.
  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 industry in the name & style of M/s. South India Krishna Oil & Fats Pvt. Ltd is operating an edible oil refinery unit at Sy. No.275, 279, 280 & 281, Epuru Bit – 1B, Pantapalem Village, Muthukur Mandal, SPSR Nellore District.

**WHEREAS** the Board vide reference 1<sup>st</sup> cited, issued consent for operation to the industry on 10.04.2017 for a period upto 31.03.2022 to produce Refined Oil (Physical) - 1000 Tons/day, RBD Palmolene – 800 TPD 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 is having ETP only as there is no HTDS effluent generation and operating the ETP continuously.
2. The outlet of ETP is not meeting Board stipulated standards.
3. Separate energy meter provided to the ETP.
4. Magnetic non- digital flow meters were provided to inlet & outlet of ETP.
5. The industry maintained separate energy meters for ETP, RO, Forced Evaporation, ATFD and APCE.
6. The industry not provided flow meter to the fresh water procuring from outside.
7. No discharges were observed outside the industry.
8. Odour is observed outside the industry premises.
9. The industry not obtained necessary permissions from the ground water department for the withdrawal of water from the industry premises.
10. The industry has to develop green belt in an extent of 5.3 Acres. But the industry has developed green belt in an extent of about 3.0 Acres only.
11. The industry extended the validity of bank guarantee of Rs.44.50 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 Honble 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 18.03.2020 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 EE, RO, Nellore informed that the industry is procuring fresh water from outside the bore wells for all the industrial operations. The industry's representative has informed that upgradation of MEE is delayed due to COVID pandemic, provided 230 KI capacity of storage tank for treated effluent, obtained permission from Ground Water Department for withdrawal of water within the premises, developing green belt in 5 acre land nearby industry and disposing MEE salts to Ramky, Nellore.

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:*
  - *Daily production details.*
  - *Quantity of Effluents generated, treated, recycled/reused and disposed.*
  - *Log Books for pollution control systems.*
  - *Characteristics of effluents and emissions.*
  - *Hazardous/non hazardous solid waste generated and disposed.*
  - *Inspection book.*
  - *Manifest copies of effluents / hazardous waste.*
9. *The industry shall develop green belt in all the vacant places covering at least 33% of total area.*
10. *The industry has not provided energy meters to the ETP.*
11. *The RO shall calculate the EC*

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. South India Krishna Oil & Fats Pvt. Ltd.,  
Sy. No.275, 279, 280 & 281,  
Epuru Bit - 1B, Pantapalem Village,  
Muthukur Mandal,  
SPSR Nellore District.

Annexure R8/4

ODOUR CONTROLLING SYSTEM

