

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH
ORIGINAL APPLICATION NO. 04/2025**

IN THE MATTER OF:

SUSHIL RAGHAV

...APPLICANT

VERSUS

STATE OF UTTAR PRADESH & ORS

...RESPONDENT(S)

NDOH 15.05..2026

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FILED BY

Malak

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**NEW DELHI
12 .02.2026**

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मुख्य अभियन्ता
गाजियाबाद नगर निगम

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH
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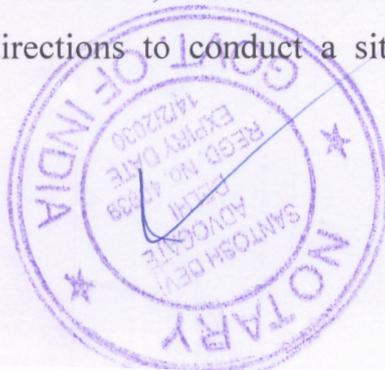
STATE OF UTTAR PRADESH & ORS

...RESPONDENT(S)

**AFFIDAVIT ON BEHALF OF RESPONDENT NO.5, GHAZIABAD NAGAR
NIGAM**

I, Surender Prasad Mishra S/oLate Hriday Narain Mishra presently posted as Chief Engineer in Municipal Corporation Ghaziabad, presently in New Delhi, being the Authorized Representative of Ghaziabad Nagar Nigam, do hereby solemnly state and affirm as under:

1. That I am the Authorized Signatory/Representative of Ghaziabad Nagar Nigam and as such am competent to swear the present Affidavit.
2. It is respectfully submitted that the captioned OA presently pending before this Hon'ble Court pertains to eight (08) park/open space sites situated at Site-04, Industrial Area, Sahibabad, Ghaziabad. In the said proceedings, allegations have been raised with respect to encroachments over the aforesaid open spaces, including the existence of a water tank, public toilet, primary school, and other structures.
3. The Hon'ble Tribunal was pleased to constitute a Joint Committee comprising the District Magistrate, Ghaziabad, and the Uttar Pradesh Pollution Control Board (UPPCB), with directions to conduct a site inspection and submit a report.




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4. In compliance with the directions of the Hon'ble Tribunal, the Joint Committee conducted an on-site inspection and submitted its report, wherein only one (01) site was identified and declared as a park, while the remaining seven (07) sites were recorded as existing open spaces. A compliance report was thereafter filed before the Hon'ble Tribunal. Vide order dated 18.11.2025, the Hon'ble Tribunal was pleased to direct the Ghaziabad Nagar Nigam to submit a further reply/report regarding the encroachments found on the said open spaces.
5. In compliance with the aforesaid order, a team from the Construction Department of the Municipal Corporation conducted a site inspection of the said eight (08) locations on 13.01.2026 and made the following observations:

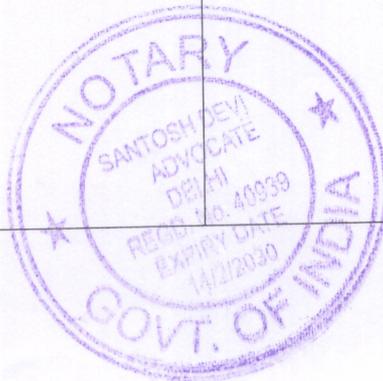
S.NO	PARK LAND	STATUS OF LAND EARMARKED IN LAYOUT MAP BY UPSIDA	STATUS AT SITE	REMARKS OF GHAZIABAD NAGAR NIGAM
1.	Park' situated at A block right side of Plot No. A-46, north side of Central Electronic Limited (CEL), behind plot no. C-18, D16/1, D-16, D-17, D-18, D19, D-20 and near Jhandapur village at site IV industrial area Sahibabad and Ghaziabad	Open space	Construction of the smart mechanized solid waste transfer station, primary school, jhandapura, 40mld, TSTP over head tank, nursery structure by Forest Department small factories, temple and shops.	<ul style="list-style-type: none"> It is respectfully submitted that Industrial Area Site-04, Sahibabad, Ghaziabad was originally developed by UPSIDC (now UPSIDA) and was handed over approximately 40 years ago to Municipal Corporation, Ghaziabad, for maintenance purposes.



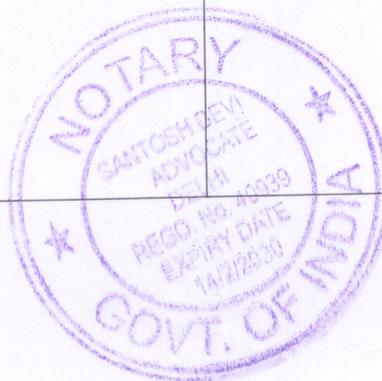
- For waste management in the industrial area, the Municipal Corporation established a Secondary Collection Centre at the site for collection and transportation of Municipal Solid Waste generated by industrial units to the designated processing/disposal facility. It is pertinent to note that no land had been earmarked for such secondary collection in the Master Plan by UPSIDA
- Thereafter, vide Government Order dated 28.10.2024 issued by the Principal Secretary, Industrial Development Department, Government of Uttar Pradesh, all industrial areas were directed to be handed back to



				<p><u>UPSIDA Consequently, with effect from March 2025, maintenance of the industrial areas stood transferred to UPSIDA.</u></p> <p>True Copy of Government Order dated 28.10.2024 issued by the Principal Secretary, Industrial Development Department, Government of Uttar Pradesh is marked and annexed herewith as Annexure A-1.</p> <ul style="list-style-type: none">• Further, UPSIDA vide letter dated 07.03.2025 directed removal of garbage from the industrial areas. <p>True Copy of letter dated 07.03.2025 issued by UPSIDA is marked and annexed herewith as Annexure A-2.</p> <ul style="list-style-type: none">• With regard to the 40
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				<p>MLD TSTP and overhead tank, it is submitted that pursuant to Government Order dated 18.12.2018, the plant was established to supply treated water to industrial units and prevent groundwater exploitation. Treated water is presently being supplied under agreements executed with industrial units, copies of which are annexed herewith</p> <p>True Copy of Government Order dated 18.12.2018 is marked and annexed herewith as Annexure A-3.</p> <p>True Copy of Agreements executed with industrial units are marked and annexed herewith as Annexure A-4.</p> <ul style="list-style-type: none"> • It is further submitted
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				that the primary school situated at the site has neither been constructed by nor falls within the jurisdiction of the Municipal Corporation, Ghaziabad.
2.	'Park situated at site IV industrial area just opposite to Karkarmodelvillage surround by industrial plot No. 18/43, 44, 45,E-1, 2, 3, 4,5 6, and opposite to Atlas Cycles Pvt. Ltd. on Solat road	Open Space	Construction of a concrete stage an overhead tank and public toilet	It is respectfully submitted that in order to provide Ganga water supply to the residents of the slum area of Village Kadak Model situated within the Industrial Area, an overhead water tank and an underground reservoir were constructed at the site. The drinking water facility was formally inaugurated on 11.04.2011 by the then Principal Secretary, Urban Development, Government of Uttar Pradesh. It is further submitted that the provision of drinking water constitutes a mandatory statutory obligation of the Municipal Corporation under the

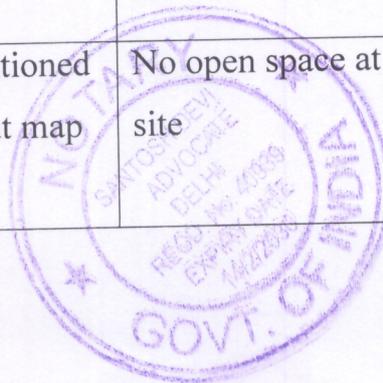


				<p>Municipal Corporation Act, 1959.</p> <p>The public toilets at the said site were also constructed by the Municipal Corporation to provide essential sanitation facilities to the local residents. The said facilities are being utilized by the local population as well as workers employed in the adjoining industrial units.</p>
3.	Park situated near Bharat Electronics Ltd. on the right and village abadi on the left near plot no. M5-6 of Maharajpur village	Open Space	Construction of Primary School Maharajpur, Public toilet, commercial shops, temple dwelling units, mosque and roads	<p>It is respectfully submitted that the public toilets at the site were constructed by the Municipal Corporation to provide essential sanitation facilities to the local population. The said facilities are presently being utilized by local residents as well as by workers employed in the adjoining industrial units.</p> <p>It is further submitted that the primary school, commercial shops, temple,</p>



(Signature)

				and mosque situated at the site have neither been constructed by nor are in any manner related to or under the jurisdiction of the Ghaziabad Municipal Corporation.
4.	Park surrounded by plot nos. 1-A, 4A/12 to 4A/14 and plot no. 7,8,9,10 and 12, 13, 14 of Karkarmodel village area	Park	Parking area being used by some industries, transformer and mobile tower	
5.	Park land adjacent to Plot no. 29B, 30B and surrounded by old abadi opposite to Sahibabad village	Open Space	No open space commercial shops and abadi found at site	
6.	Park land adjacent to plot no. 244 to 26A, bearing Khasra No. 436, 440 and 441 of Sahibabad Village	Open Space	No open space commercial shops and abadi found at site	
7.	Park land near Plot no. 3A/3 and surrounded by	Not mentioned in layout map	No open space at site	

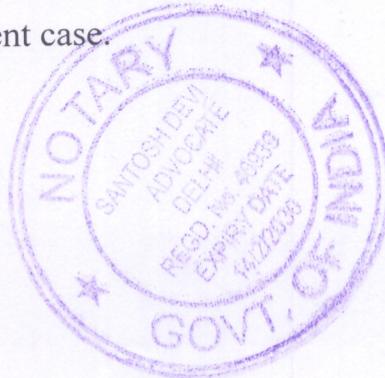


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	Abadi			
8.	Plot no. 59/21 Surrounded by Abadi As per layout plant	Open space		

6. It is respectfully submitted that the structures referred to at Site-04, Industrial Area, Sahibabad, have been established in discharge of statutory and public obligations. The Secondary Collection Centre was set up solely for management and transportation of municipal solid waste generated by industrial units, particularly in the absence of any designated site in the Master Plan. The overhead water tank, underground reservoir, and TSTP infrastructure were constructed pursuant to Government Orders to ensure supply of treated water and to prevent groundwater exploitation, which fall within the statutory duties of the Municipal Corporation. The public toilets were constructed to provide essential sanitation facilities to local residents and industrial workers, in furtherance of mandatory civic responsibilities under the Municipal Corporation Act, 1959.

7. It is further submitted that certain other structures such as the primary school, commercial shops, temple, and mosque neither fall within the jurisdiction of nor have been constructed by the Municipal Corporation, Ghaziabad. Additionally, pursuant to the Government Order dated 28.10.2024, maintenance of the industrial area stands transferred to UPSIDA with effect from March 2025. The Municipal Corporation has acted bona fide and strictly in discharge of its statutory functions, and no unauthorized encroachment attributable to it arises in the facts of the present case.




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8. I say that the contents of the present Affidavit have been stated by me in an official capacity based on and derived from official records maintained by the Company and nothing material has been concealed therefrom.



DEPONENT

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VERIFICATION

11 FEB 2026

Verified on this day _____ at _____ that the contents of Paragraphs 1 to 8 are true and correct to the best of my knowledge and belief and based on information derived from records maintained by the Corporation. No part of it is false and nothing material has been concealed therefrom.

Notary
I identified the deponent who
has signed in my presence



DEPONENT

मुख्य अभियन्ता
गाजियाबाद नगर निगम



ATTESTED

NOTARY (Govt. of India)
SANTOSH DEVI
Advocate
Seat No. 13, SDM Gallery
Patiala House Courts,
New Delhi-110001
(M): 9582542624

11 FEB 2026

संख्या-6285/77-4-24(क०सं०-1783838)

प्राप्तक

अनिल कुमार सागर,
प्रमुख सचिव,
उत्तर प्रदेश शासन।

सेवा में,

मुख्य कार्यपालक अधिकारी,
यूपीसीडा,

ए-1/4, लखनपुर, कानपुर।

औद्योगिक विकास अनुभाग-4

लखनऊ: दिनांक 28 अक्टूबर, 2024

विषय- उत्तर प्रदेश राज्य औद्योगिक विकास प्राधिकरण (यूपीसीडा) द्वारा सृजित औद्योगिक क्षेत्रों के समुचित रख-रखाव एवं म्यूनिसिपल सर्विसेस प्रदान किये जाने हेतु भारतीय संविधान के अनुच्छेद-243(थ) के अन्तर्गत निर्गत अधिसूचना दिनांक 25.09.2024 के संबंध में।

महोदय,

कृपया उत्तर प्रदेश राज्य औद्योगिक विकास प्राधिकरण (यूपीसीडा) द्वारा सृजित औद्योगिक क्षेत्रों के समुचित रख-रखाव एवं म्यूनिसिपल सर्विसेस प्रदान किये जाने हेतु भारतीय संविधान के अनुच्छेद-243(थ) के अन्तर्गत निर्गत अधिसूचना संख्या- 4675/77-4-24, दिनांक 25.09.2024 (छायापति संलग्न) का कृपया मंटेम ग्राहण करने का कष्ट करें, जिसके द्वारा औद्योगिक विकास क्षेत्रों के आकार तथा उक्त क्षेत्रों में उप० राज्य औद्योगिक विकास प्राधिकरण (यूपीसीडा) द्वारा प्रदान की जा रही नगरीय सेवाओं के संबंध में "उत्तर प्रदेश राज्य औद्योगिक विकास क्षेत्र" को "औद्योगिक टाउनशिप" विनिर्दिष्ट किया गया है।

2. अवगत कराना है कि उक्त अधिसूचना दिनांक 25.09.2024 के प्रकाशित किये जाने के दिनांक से उप० राज्य औद्योगिक विकास प्राधिकरण के सभी औद्योगिक क्षेत्र, नगर निकाय/जिला पंचायत की परिधि से बाहर हो गये हैं एवं यूपीसीडा द्वारा सभी औद्योगिक क्षेत्रों के आवश्यकताओं से शुल्क आदि लेते हुए स्वयं वित्त पोषण के आधार पर नियमित रूप में रख-रखाव एवं म्यूनिसिपल सर्विसेस प्रदान किया जाता है। अतएव प्रसंगत अधिसूचना दिनांक 25.09.2024 के संबंध में निम्नानुसार कार्यवाही किये जाने का निर्णय लिया गया है:-

1. अधिसूचना के अनुसार औद्योगिक नगरी/क्षेत्र का नाम तथा उसका सीमा/क्षेत्र व भू-मानचित्र आदि का चिन्हांकन कराते हुए उसका प्रचार-प्रसार सुनिश्चित किया जाए।

2. औद्योगिक क्षेत्रों में सफाई, कूड़ा उठाल/निस्तारण, जल निकास, सीवेज निस्तारण, रख-रखाव आदि आधारभूत सुविधाओं की उच्च स्तरीय सुविधा प्रदान किया जाना सुनिश्चित किया जाए।
 3. औद्योगिक क्षेत्रों से बाहर नगर विकास विभाग द्वारा सृजित अवसंरचना सुविधाओं का नियमानुसार उपयोग किया जाएगा।
 4. यूपीसीडा द्वारा औद्योगिक क्षेत्रों के आवंटियों से नियमानुसार शुल्क आदि लेते हुए स्वयं वित्त पोषण के आधार पर उच्च स्तरीय नियमित रख-रखाव एवं म्यूनििसिपल सर्विसेस प्रदान किया जाना सुनिश्चित किया जाए।
3. अतः इस सम्वन्ध में मुझे यह कहने का निर्देश हुआ है कि कृपया उपरोक्त के संबन्ध में शीघ्र प्राथमिकता के आधार पर कार्यवाही सुनिश्चित करने का कष्ट करें।
संलग्नक-यथोक्त।

भारतीय
(अनिल कुमार सागर)
प्रमुख सचिव

संख्या- (1)/77-4-24तद्विनांक।

वतिलिपि प्रमुख सचिव, नगर विकास विभाग/पंचायतीराज विभाग, ड०प० शासन को इस आशय से प्रेषित कि यह उपरोक्तानुसार सभी नगर निकाशों/जिला पंचायतों को अवगत कराते का कष्ट करें।

आज्ञा से,
(अनिल कुमार सागर)
प्रमुख सचिव

कम-संख्या - 105



संविधान संख्या-एचएलसीओ/एलए
 संख्या/एचओसीओ-91/2014-16
 सादरता दू, पोस्ट एट कन्सर्वेन्स स्ट

सरकारी गजट, उत्तर प्रदेश

उत्तर प्रदेशीय सरकार द्वारा प्रकाशित

असाधारण

विधायी परिशिष्ट
 भाग-4, खण्ड (ख)
 (परिनिवृत आदेश)

लखनऊ, बुधवार, 25 सितम्बर, 2024
 आश्विन 3, 1946 शक सम्वत्

उत्तर प्रदेश शासन
 औद्योगिक विकास अनुभाग-4

संख्या 4675/77-4-24
 लखनऊ, 25 सितम्बर, 2024

अधिसूचना

पीओ-250

भूमि राज्यपाल ने अधिसूचना संख्या 1418/सतहत्तर-4-2001-267भा-07टी0सी0-1 दिनांक 5 सितम्बर, 2001 द्वारा उत्तर प्रदेश राज्य के कृषिपय औद्योगिक क्षेत्रों को "उत्तर प्रदेश राज्य औद्योगिक विकास क्षेत्र" के रूप में घोषित किया है।

अतएव अब, पूर्वोक्त औद्योगिक विकास क्षेत्र के आकर तथा जकात क्षेत्र में उत्तर प्रदेश राज्य औद्योगिक विकास प्राधिकरण द्वारा प्रदान की जा रही नगरीय सेवाओं तथा ऐसे अन्य कारकों को ध्यान में रखते हुए भारत का संविधान के अनुच्छेद 243 (घ) के खण्ड (1) के परन्तुक के अधीन शक्तियों का प्रयोग करके राज्यपाल इस अधिसूचना के सरकारी गजट में प्रकाशित किए जाने के दिनांक से "उत्तर प्रदेश राज्य औद्योगिक विकास क्षेत्र" को "औद्योगिक टाउनशिप" के रूप में विनिर्दिष्ट करते हैं।

आज्ञा से
 अनिल कुमार सागर,
 प्रमुख सचिव

उत्तर प्रदेश राजपत्र मजटा 25 सितम्बर, 2024

In pursuance of the provisions of clause (3) of Article 348 of the Constitution of India, the Governor is pleased to order the publication of the following English translation of notification no. 4675/LXXVII-4-24, dated September 25, 2024:

No. 4675/LXXVII-4-24

Dated Lucknow, September 25, 2024

WHEREAS vide notification no. (418/LXXVII-4-2001-267Bha-97TC-I, dated September 5, 2001 the Governor has declared certain industrial areas of the State of Uttar Pradesh as the "Uttar Pradesh State Industrial Development Area";

NOW, THEREFORE, having regard to the size of the aforesaid industrial development area and the municipal services being provided by the Uttar Pradesh State Industrial Development authority in the said area and such other factors, the Governor, in exercise of the powers under proviso to clause (1) of Article 243-Q of the constitution of India, is pleased to specify the "Uttar Pradesh State Industrial Development Area" to be an "industrial township" with effect from the date of publication of this notification official Gazette.

By order,
ANIL KUMAR SAGAR,
Pramukh Sachiv.

विद्यमान नमूने-एडमिन 272 राजपत्र-25-9-2024-(106)-599 प्रतिमा-(कम्प्यूटर/टीओ/ऑफसेट)।
विद्यमान नमूने-एडमिन 3 राज ओरिजिनल विकारा-25-9-2024-(107)-100 प्रतिमा-(कम्प्यूटर/टीओ/ऑफसेट)।

2546
11/3/25

27-1119
17/03/25

3

U.P. STATE INDUSTRIAL DEVELOPMENT AUTHORITY (UPSIDA)

नगर आयुक्त
नगर निगम
गाजियाबाद।

नगर निगम का कार्यालय (सीओ) का
निर्माण कार्य-प्रथम
महानगर गाजियाबाद का 03 अक्षांश
गाजियाबाद का नगर क्षेत्र 16 शहर
नगर का पिनकोड: 201001
दूरभाष 0120 2791512
ईमेल cd1@upsida.co.in
GSTIN: 09AAALU100QG1ZF

संदर्भ संख्या 1119 /यूपीसीडा / डी0जी0एम0(सि0) / सी0डी0-1/गा0बाद

दिनांक 07/03/25

विषय :- जनपद - गाजियाबाद में यूपीसीडा के समस्त औद्योगिक क्षेत्रों में डोम अपशिष्ट प्रबंधन (एमडब्ल्यूएम) के कराये जाने वाले कार्यों के सम्बंध में।

महोदय,

कृपया उपरोक्त के सम्बंध में सादर सूचित करना है कि नगर निगम गाजियाबाद द्वारा यूपीसीडा के औद्योगिक क्षेत्रों में डोम अपशिष्ट प्रबंधन (एमडब्ल्यूएम) का कार्य मार्च 2025 तक कराया जाना है। औद्योगिक क्षेत्रों में डोम अपशिष्ट प्रबंधन (एमडब्ल्यूएम) के कार्यों हेतु नगर निगम गाजियाबाद के द्वारा वर्तमान कंमलेंट में रिपोर्ट तैयार की गयी (छाया प्रति संलग्न)।

उक्त रिपोर्ट को दृष्टिगत कर यूपीसीडा द्वारा सभी औद्योगिक क्षेत्रों हेतु SOR गाजियाबाद एवं मोरTH की दली पर प्रथम-प्रथम औद्योगिक क्षेत्रों हेतु आगणन तैयार किये गये हैं (छाया प्रति संलग्न)।

अतः उक्त के सम्बंध में महोदय को सादर सूचित करना है कि नगर निगम गाजियाबाद द्वारा यूपीसीडा द्वारा तैयार आगणन के अनुरूप कार्य कराये जाने पर सहमति की दशा में कृपया इसकी स्वीकृति प्रदान करने की कृपा करें, अतः सहमति की दशा में भी कृपया सूचित करने की कृपा करें, ताकि यूपीसीडा द्वारा उक्त कार्य हेतु टेंडर आदि की कार्यवाही समयवद्धता के साथ की जा सके।

इस सम्बंध में यह भी अनुरोध है कि प्रथम औद्योगिक क्षेत्रों में अधिक मात्रा में कूड़ा इकट्ठा है उसकी समुचित मफाई के साथ-साथ नानियों की मफाई के सम्बंध में भी आवश्यक कार्यवाही हेतु सम्बंधित को निर्देशित करने का कष्ट करें। अतः दिनांक 31.03.2025 से पूर्व पूरी तरह से पूर्व से इकट्ठे कूड़े को हटवाने का कष्ट करें साथ ही दिनांक 13.03.2025 से पूर्व इस हेतु विशेष अभियान के साथ कूड़ा निपटाने की कार्यवाही हेतु सम्बंधित को निर्देशित करने का कष्ट करें। इस हेतु हस्तान्तरण से पूर्व ड्रोन सर्वे भी किया जाना है, इस सम्बंध में मुख्यालय से प्राप्त निर्देशों की प्रति भी मूलभ संदर्भ हेतु संलग्न की जा रही है।

संलग्नक:- उपरोक्तानुसार।

भवदीय

4-45

(आर.एस. यादव)

उप महाप्रबन्धक (सिविल)

संदर्भ संख्या

/यूपीसीडा / डी0जी0एम0(सि0) / सी0डी0-1/गा0बाद

दिनांक

प्रतिनिधि :-

- 1 मुख्य कार्यपालक अधिकारी महोदय, यूपीसीडा, कानपुर के आवलोकनार्थ।
- 2 अपर मुख्य कार्यपालक अधिकारी महोदय, यूपीसीडा, कानपुर के आवलोकनार्थ।
- 3 प्रधान महाप्रबन्धक(एस) (अभियंत्रण) महोदय, यूपीसीडा, कानपुर को सूचनार्थ।
- 4 महाप्रबन्धक(के) (अभियंत्रण) महोदय, यूपीसीडा, कानपुर को सूचनार्थ।
- 5 नगर स्वास्थ्य अधिकारी, गाजियाबाद को सूचनार्थ।
- 6 श्री ब्रह्म सिंह, प्रबन्धक (सिविल) एवं सोनू कुमार पाण्डेय, प्रबन्धक (सिविल), निर्माण खण्ड - प्रथम, यूपीसीडा, गाजियाबाद को आवश्यक कार्यवाही हेतु।

(आर.एस. यादव)

उप महाप्रबन्धक (सिविल)

CSF/260

27/03/25

M

18/03/25

Solid Waste Management

- 1 The Road Sweeping has been considered daily.
- 2 One person sweeping @ 750m/person/day
- 3 Waste generation has been taken @ 500g/per capita/day
- 4 Sweeping/Drain cleaning /Green Area Cleaning has not taken for weight.
- 5 Drain Cleaning has been taken weekly. One person @ 500m/day.
- 6 Cartage distance taken as per SM report for one side only ,as per MORTH rate Rs 11.31/Km
- 7 For Door to Door collection, TATA 407 rate has been taken from DSR 2023 @ Rs. 1550/day.

27-4955
16/03/25

U.P. STATE INDUSTRIAL DEVELOPMENT AUTHORITY 

नगर स्वास्थ्य अधिकारी
नगर निगम
गाजियाबाद।

निर्माण खण्ड - प्रथम
मकान संख्या - 03 यूपीसीडा
आवासीय कॉलोनी, टिक्टर-16 गजियाबाद
नगर, गाजियाबाद - 201001
दूरभाष - 0120-2791312
ई-मेल - edf@upsida.co.in
GSTIN: 09AAALU1000G1ZE

संदर्भ संख्या /यूपीसीडा / डी0जी0एम0(सि0) / सी0डी0-1/गा0बाद दिनांक

विषय :- जनपद - गाजियाबाद में यूपीसीडा के समस्त औद्योगिक क्षेत्रों पूर्ण में एकत्रित कूड़े के निष्पत्त्या के सम्बंध में।

महोदय,

कृपया अवगत कराना है कि यूपीसीडा के औद्योगिक क्षेत्रों में पूर्ण में ही बहुत अधिक मात्रा में कूड़ा एकत्रित है तथा नालियां भी काफी भरी हुई हैं। इस सम्बंध में अस्तरोध है कि दिनांक 31/03/2025 में पूर्ण एकत्रित कूड़े को इकट्ठा करने के सम्बंध में सम्बंधित को निर्देशित करने का कष्ट करें साथ ही दिनांक 13/03/2024 में पूर्ण उम्र के निष्पत्त्या अभिचान के माध्यम से कूड़ा निपटाने की कार्यवाही हेतु सम्बंधित को निर्देशित करने का कष्ट करें।

इस सम्बंध में यूपीसीडा मुख्यालय से प्राप्त पत्र संख्या 1603 दिनांक 04/03/2025 एवं पत्र संख्या 289(1) दिनांक 07/03/2025 के माध्यम से निर्देश प्राप्त हुए हैं। जो सुलभ संदर्भ हेतु संलग्न कर प्रेषित हैं।

संलग्नक:- उपरोक्तानुसार।

भवदीय

(आर.एस. यादव)

उप महाप्रबन्धक (सिविल)

दिनांक 07/03/25

संदर्भ संख्या (412 (ii)/यूपीसीडा / डी0जी0एम0(सि0) / सी0डी0-1/गा0बाद

प्रतिलिपि :-

- 1 मुख्य कार्यपालक अधिकारी महोदय, यूपीसीडा, कानपुर के आवलोकनार्थ।
- 2 नगर आयुक्त महोदय, नगर निगम गाजियाबाद को सूचनार्थ प्रेषित।
- 3 अपर मुख्य कार्यपालक अधिकारी महोदय, यूपीसीडा, कानपुर के आवलोकनार्थ।
- 4 प्रधान महाप्रबन्धक(एस) (अभियंत्रण) महोदय, यूपीसीडा, कानपुर को सूचनार्थ।
- 5 महाप्रबन्धक(के) (अभियंत्रण) महोदय, यूपीसीडा, कानपुर को सूचनार्थ।
- 6 श्री ब्रह्म सिंह, प्रबन्धक (सिविल) एवं सोनू कुमार पाण्डेय, प्रबन्धक (सिविल), निर्माण खण्ड - प्रथम, यूपीसीडा, गाजियाबाद को आवश्यक कार्यवाही हेतु।

AMC(A.K)

NSA

20 निस 2010-2010-2010

नगर आयुक्त
07/03/25

CSC/280

(आर.एस. यादव)

उप महाप्रबन्धक (सिविल)

निस 2010 का करें।

पान
17/03/25

प्रेषक,

मनोज कुमार सिंह
प्रमुख सचिव,
उत्तर प्रदेश शासन।

सेवा मे,

1-नगर आयुक्त,
नगर निगम,
लखनऊ।

2-नगर आयुक्त,
नगर निगम,
गाजियाबाद।

नगर विकास अनुभाग-5

लखनऊ: दिनांक: 18 दिसम्बर, 2018

विषय: नगर निगम लखनऊ एवं गाजियाबाद द्वारा म्युनिसिपल बॉण्ड जारी किये जाने के प्रस्ताव पर शासन से स्वीकृति के संबंध में।

महोदय,

उपर्युक्त विषयक नगर आयुक्त, नगर निगम, लखनऊ के पत्र दिनांक 07-12-2018 एवं नगर आयुक्त, नगर निगम, गाजियाबाद के पत्र दिनांक 5-12-2018 द्वारा निकायों की विभिन्न योजनाओं हेतु दीर्घकालीन म्युनिसिपल बॉण्ड जारी करने के संबंध में शासन से अनुमति प्रदान किये जाने का प्रस्ताव भेजा गया है। उक्त दोनों नगरीय निकायों द्वारा उपलब्ध कराये गये प्रस्ताव का विभाग में परीक्षण किया गया। उक्त नगर निगमों में दीर्घकालीन म्युनिसिपल बॉण्ड की प्रस्तावित राशि का विवरण निम्नवत् है :-

(1)	नगर निगम लखनऊ -	रु0 200.00 करोड़
(2)	नगर निगम गाजियाबाद-	रु0 150.00 करोड़

2- उत्तर प्रदेश नगर निगम अधिनियम, 1959 की धारा 154 में राज्य सरकार की पूर्व स्वीकृति से तथा रिजर्व बैंक ऑफ इण्डिया ऐक्ट 1934 की धारा 31 के उपबन्धों के अधीन रहते हुए निगमों द्वारा ऋण लिए जाने अथवा ऋण पत्र जारी करने का प्राविधान है।

3- इस संबंध में मुझे यह कहने का निदेश हुआ है कि उत्तर प्रदेश नगर निगम अधिनियम, 1959 की धारा 154 में प्रदत्त शक्तियों के तहत नगर निगम लखनऊ एवं नगर निगम गाजियाबाद से प्राप्त पत्र दिनांक 7-12-2018 तथा 5-12-2018 क्रमशः में किए गए प्रस्तावों के अनुमोदन के साथ-साथ उपरोक्त धनराशि के अनुसार म्युनिसिपल बॉण्ड जारी करने की एतद्वारा अनुमति प्रदान की जाती है।

भवदीय,

(मनोज कुमार सिंह)
प्रमुख सचिव।

संख्या-5008/नौ-5-2018-167सा/2018

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित:-

- 1- अपर मुख्य सचिव, वित्त विभाग, उ०प्र० शासन।
- 2- जिलाधिकारी, लखनऊ।
- 3- जिलाधिकारी, गाजियाबाद।
- 4- निदेशक, नगरीय निकाय निदेशालय, उ०प्र० लखनऊ।
- 5- गार्ड फाईल।

आज्ञा से,

(राधे कृष्ण)
संयुक्त सचिव।

3285
5/12/18

Date :05/12/2018

To,
Principal Secretary,
Ministry of Urban Development
Govt of Uttar Pradesh
Lucknow

From,
Municipal Commissioner,
Nagar Nigam Ghaziabad
Ghaziabad

Sub. : Approval for taking up the Water Treatment Plant and Supply of Treated Water to Industries Project in Ghaziabad and related borrowing activities- Tertiary Treatment Plant 40 MLD Net Output Capacity at Indirapuram to Generate Industrial Grade Water under Ghaziabad Nagar Nigam

Respected Sir,

We wish to bring to your kind notice that the Nagar Nigam Ghaziabad has taken up an ambitious project of setting up a Water Treatment Plant and Supply of Treated Water to various industries located in the jurisdiction of the Nagar Nigam. This project is meant to stop the current use of ground water by these industries and free up the ground water for residential purposes.

The key benefits of this project is listed below :

1. Ghaziabad has abundant supply of sewerage water and this water can be recycled for supplying to industries which can help them with 24 hour water supply.
2. This will help in preserving the ground water which is already at a much depleted level and thus preserving this water would help in a longer duration availability of water for residential supply.
3. The use of recycled water would also help in reducing this water from becoming waste and can be productively used.
4. This would also help in reducing the pollution levels of the rivers where currently this uncycled water flows in to.
5. Sale of recycled water for industrial use would also result in an added revenue source to the Nagar Nigam, expected in the range of Rs. 15 Crore p. a. for the Nigam.

Considering all the above mentioned benefits, the Nagar Nigam seeks your approval for going ahead with project. The brief details of this project is given below :

- a) This project is being set up for 40 MLD.
- b) Project is likely to cater to the water requirements of the Industrial Areas of Sahibabad & Loni.
- c) The feasibility report and the final DPR has been prepared and the final project cost is Rs. 234.61 Crores.
- d) The proposed means of financing would include a bond borrowing of approx. up to Rs. 150 Crs towards meeting out the project cost & the balance amount is expected to come from internal sources.

Hence, we seek the following approvals from your end for this project :

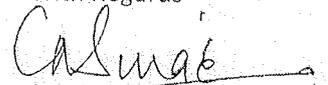
1. Approving the feasibility report and the final DPR.
2. Approving the Project and its estimated cost.
3. Approving the borrowing of up to Rs. 150 crores through issuance of Municipal Bonds by Nagar Nigam Ghaziabad.
4. Approving to repay the loan from own resources of Nagar Nigam Ghaziabad.
5. Approving of the authority to create charge on Municipal Land for creation of security cover for the bond issuance for a minimum of 1.25 times the borrowed amount. The land would be identified in due course of time however the authority to pledge the land is required upfront.
6. Approving of creation of appropriate Escrow Mechanism, Interest Payment Reserves, Debenture Redemption Reserves (Sinking Fund), as required in due course, etc
7. Approving the authorization for Municipal Commissioner for appointment of the following agencies and also entering in to various agreement, deeds, relevant document, etc, related to the bond issuance process:
 - i) Appointment of Two Credit rating Agencies for the Bond Issuance.
 - ii) Escrow Banker and its agreements.
 - iii) Independent Legal Counsel for each Bond Series.
 - iv) Independent Auditor for Escrow Accounts.
 - v) Independent Engineer for the Project.
 - vi) Listing Requirement of Stock Exchanges for Listing and Electronic Bidding Process.
 - vii) Depository requirements for dematerialized bonds with NSDL and CDSL.
 - viii) Trustees for the Issue
 - ix) Registrar to the Issue
 - x) Opening of various related bank accounts.
 - xi) Creation of Charge on fixed assets of Nagar Nigam Ghaziabad in favour of Bond Trustees.
 - xii) All other requirements related to bond issuance.

In order to move fast and effectively, we also seek your permission to appoint various above mentioned intermediaries on nomination basis as we also wish to timely tap the incentive being provided by MoHUA, Gol for issuance of Municipal Bonds, which works out to Rs. 13 crores on a bond borrowing of Rs. 100 Crores and maximum for up to a bond borrowing of up to Rs.200 Crore.

In this context, we also wish to bring to your kind notice that we wish to get this bond issue activity going on fast mode as the MoHUA, Gol incentive offer for Municipal Bonds are available for only first 10 Municipal Corporations Bond Issuance & already, five corporation have claimed the incentive & we hear from the market that the sixth Municipal Corporation is likely to enter the markets in next 10-15 working days. This incentive is available only for bonds issued up to the current financial year.

The process of taking the approval from the Nigam Board is in the final stages. Hence we request your approval for the above mentioned points.

With Regards



(C.P. Singh)

05.12.18

Municipal Commissioner

Nagar Nigam Ghaziabad

Ghaziabad

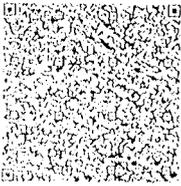


1663
08/10/24

e-Stamp

ACC Nama-Mohit Aggarwal, License No. 408
ACC Code - UP14076104, Ghaziabad, (U.P.)
Mobile No-9811779165, Sign.....

Certificate No. : IN-UP82571413438747W
 Certificate Issued Date : 12-Sep-2024 03:02 PM
 Account Reference : NEWIMPACC (SV)/ up14076104/ GHAZIABAD SADAR/ UP-GZB
 Unique Doc. Reference : SUBIN-UPUP1407610461950690991740W
 Purchased by : TATA STEEL LTD
 Description of Document : Article 4 Affidavit
 Property Description : Not Applicable
 Consideration Price (Rs) :
 First Party : TATA STEEL LTD
 Second Party : Not Applicable
 Stamp Duty Paid By : TATA STEEL LTD
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please visit [http://e-stamp.ups.gov.in](#) to verify this doc

AGREEMENT FOR THE SUPPLY OF RECYCLED SEWAGE WATER
 FOR INDUSTRIAL USE BY THE UNITS / INDUSTRIES IN THE AREA
 UNDER SAHIBABAD INDUSTRIAL AREA, GHAZIABAD

This Agreement is drawn on the 08th day of Oct., 2024 between:

- (i) GHAZIABAD NAGAR NIGAM, established under the Uttar Pradesh Municipal Corporation Act, 1959, having its office at Ghaziabad Nagar Nigam, Navyug Market, Opp Old Bus Stand, Ghaziabad - 201001 (U.P.). (hereinafter referred to as "GNN/Seller", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-office and permitted assigns) of the FIRST PART;

For Tata Steel Ltd. GHAZIABAD WATER SOLUTIONS PRIVATE LIMITED (hereinafter referred to as "GWSPL"), a Special Purpose Vehicle (SPV) incorporated, registered and existing under the Companies Act, 2013 having CIN U41000TN2020PTC135253, and
 Mohit Das
 Head, Corporate Services, TSM

Handwritten signature

having its registered office at "WABAG House" No. 17, 200 Feet Thoraipakkam - Pallavaram Main Road, Sunnambu Kolathur, Chennai 600117 (hereinafter referred to as the Concessionaire, which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns) of the **SECOND PART**:

GNN and GWSPL (100% subsidiary of M/s VA Tech Wabag Ltd., the concessionaire) are hereinafter collectively referred to as **First Parties**.

AND

- (iii) M/s TATA STEEL LIMITED, having its registered office at **Bombay House, 24, Homi Mody Street, Mumbai 400 001** and one of its plant site at plot no 23, site 4, Sahibabad, Ghaziabad, Uttar Pradesh (hereinafter referred to as "**User**" which expression shall unless repugnant to the context, mean and include its permitted assignees) of the **THIRD PART**;

Each of GNN, GWSPL and User hereinafter to be referred individually as the "**Party**" and collectively as the "**Parties**".

WHERE AS

- A. GNN intends to develop a "Public Private Partnership (PPP)-Hybrid Annuity Model (HAM) to set up a Tertiary Treatment plant to treat secondary treated water from Indirapuram Sewage treatment plant (hereinafter referred to as "**TSTP**") to supply Industrial Grade Water to industrial units situated under the jurisdiction area of Sahibabad Industrial Area, Ghaziabad from Ghaziabad Nagar Nigam (the "**Project**").
- B. GWSPL will implement, operate and maintain the Project Facility and supply the Recycled Water to the User on behalf of GNN.
- C. The Parties now agree to the following understanding in relation to the supply of Recycled Water ("**Product**") by the First Parties to the User as per this Agreement.

Now, THEREFORE, the Parties hereto agree as follows:

1. **Project Facility**

Project Facility means collectively the following:

- Waste Water Treatment Plant including ultra-filtration and reverse osmosis (UF&RO) plant being constructed in STP premises at Indirapuram [collectively referred to as "**Tertiary Treatment and Reverse Osmosis plant (TTRO)**"],
- Pumping station(s) for product supply,
- Conveyance pipeline from Indirapuram TTRO premises to user's premises on exclusive basis, for supply of the treated water, and
- Includes any other infrastructure that forms or may form part of the Project Facility at a future date.

For Tata Steel Ltd.
Mohit Das
Chief, Corporate Services, TSM

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The Project Facility is being developed by GNN along with the Concessionaire. The commercial operations date (hereinafter referred to as "COD") of 40 million Liters per Day (MLD) supply of the Product by the First Parties to User would be presumably in the Month of September in year 2024.

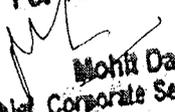
2. Contracted Quantity

- (a) The contracted quantity (hereinafter referred to as "Contracted Quantity") is 1250 kilo liter Per Day (KLD) for the CRM Plant situated at plot no. 23, Site-IV, Sahibabad Industrial Area, Ghaziabad. The Date of Commencement will be presumably September, 2024. In case of delay the First Parties shall inform the User in writing.
- (b) The First Parties assures the User that supply of Contracted Quantity of the Product shall be undertaken as per the terms and conditions provided in this Agreement.
- (c) The supply obligations on the part of the GNN and payment obligations on the part of the User shall commence from the actual Date of Commencement. The User shall off take the Contracted Quantity of the Product for the Supply Period from the GNN, from the Date of Commencement onwards. The Date of Commencement shall be the date on which Product are supplied to the User.
- (d) "Supply Period" would mean the period on daily basis i.e., calendar day.
- (e) The actual supply may vary for about +/- 5% of the Contracted Quantity. The User will be billed and shall pay for the actual quantity delivered to the User from the Date of Commencement.
- (f) The Contracted Quantity of the Product shall be supplied equally in a period spread of 24 hours.

3. Delivery of Water

- (a) Water shall be delivered from Indirapuram TTRO to User at the junction of approach road for the unit/works and public road. First Parties shall have to make all arrangements to deliver the water from source and other allied infrastructure and comprehensive networks, and the same shall be maintained by the First Parties. All capital and maintenance costs shall be borne by the First Party, and the User is therefore obligated to draw water for a minimum period of three (03) years, which may be renewed for a subsequent period of three (03) years upon the expiry of the Agreement, with consensual approach of the Parties. (i.e. Contract Period).

User shall make all proper and adequate arrangement as per rules & regulations of Ghaziabad Nagar Nigam and Applicable Laws for drawing water from the junction point of unit/factory/works approach road and public road at its own risk and cost. If any defect in inlet/connection arrangements or water using equipment's arise the same shall be rectified by the First Parties. First Parties shall have an option to stop supply of water without any notice as soon as any defect or unsafe operation is notified in the User inlet/connection arrangement or metering equipment, the decision with respect to which shall be of the First Parties and the same shall be absolute and binding upon the User. Inlet/connection arrangement means the installation of pipeline from the junction point of factory/ unit / works-approach road and public road to its unit, water meter, sluice valve, non-return valve etc. The said arrangement shall be

For Tata Steel Ltd.

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made available by First Parties. User shall not have the right to adjust, clean, handle, replace, maintain, tinker, remove or modify in any manner all such above state inlet/connection arrangement at any time during the tenure of the Agreement.

- (b) User under no circumstances shall sublet/ lease/ sell/ create a change over on part or whole with the water related property at any given time, without the written consent of the First Parties.
- (c) Any production losses or any kind of losses whatsoever attributable to the functioning of the aforesaid equipment/installations for any reason whatsoever shall, in no way be the First Parties' responsibility and accordingly the First Parties shall not be held responsible for any such losses or damages in any circumstances.
- (d) Notwithstanding anything contained in any of the clauses of this Agreement, in case it is found that the User have tampered with the water metering equipment, the water supply to the User will be discontinued after giving prior notice to the User by the First Parties. The decision of the First Parties in this connection shall be final and binding upon Second Party. In such a case User shall pay the penalty and losses occurring to First Parties before resumption of the supply. If the amount is not paid by the User within 7 (seven) days from the receipt of Debit Note from GNN, this Agreement shall be liable to be terminated by the First Parties and the equivalent amount as per the Contract Demand at least for three years shall be recovered and the deposit paid by User shall be forfeited.
- (e) Water distribution equipment installed for supply of water like internal pipeline water meter, sluice valve, non-return valve from the junction point of approach road of factory/unit/works and public road to the factory/unit/works of the User is supposed to be property of GNN. First Parties or its authorised representative, at the risk and cost of User shall have rights of entry at all hours to the water metering station, route of pipeline up to all consumption points and water consuming facilities situated inside or outside the premises to the User. It shall be the sole responsibility of User to safeguard the assets, such as pipeline, water meter, sluice valve, non-return valve etc. created under water distribution system inside or outside the premises up to the terminal point junction chamber which are within the User premises and are in possession of the User against theft or pilferage etc. First Parties will restore and rehabilitate the damaged distribution system at the risk and cost of the User in the event where theft or pilferage etc. happens to the assets.

4. Supply Price for the Product

- (a) Initial Supply price of Rs. 45.90 per kilo liter (KL) shall be payable by the User to the GNN, for the supply of the Product, for the 1st year.
- (b) An escalation of 5% shall be applicable every year, on the previous year's applicable price.

5. Quantity of Water

- (a) The User shall declare to the First Parties about the current requirements on daily basis with future requirement (if any).
- (b) The First Parties shall install water meter at the premises of the User, the installed water meter shall be used for the assessment of the quantity of water consumption by the User.

Tata Steel Ltd.
Mohit Das
 Chief, Corporate Services, TSM

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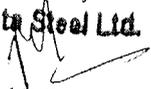
- (c) User can consume more water than the Contracted Quantity as per Agreement. First Parties shall charge Rs. 45.90/- per KL, or otherwise as per the revised rate as applicable at the time of the excess supply. Further it is agreed by both the Parties, that during the billing cycle, if User has consumed less than 80% of the Contracted Quantity, then First Parties will raise the bill for 80% of the Contracted Quantity.
- (d) The First Parties shall treat the connection illegal on the following conditions:
- If the water connection is taken without the prior permission of the First Parties;
 - If the water meter installed in the premises of User is "by-passed";
 - If at any time First Parties comes to the knowledge that any mischief/adjustment to the meter is carried out or found out or traces of tempering the meter is spotted;
 - If at any time First Parties comes to the knowledge that the motor/pump or any other pumping device is attached or found for direct pumping from the water connection of the First Parties;
- (e) First Parties shall impose the penalty for the illegal connection as stated above.
- (f) User shall provide an underground storage tank(s) at their own at their working place.
- (g) First Parties shall not allow any motoring/pumping directly from the connection of First Parties.

6. Measurement and Calibration

- a. The volume of water supplied under the Agreement shall be measured in standard cubic meter/kilolitre as per the reading of the water meter. The water meter shall be supplied, installed and maintained by First Parties.
- b. If User has any doubt on the proper working of the meter, it can request First Parties for the calibration of metering system along with an advance payment of Rs. 5,000/- (Rupees five thousand only) towards the calibration charges. First Parties shall undertake such checks / calibration of water meter system after the receipt of intimation from the User in writing. Over and above calibration charges, the repairing / replacement of any part of the metering system after the warranty has expired will be charged on actual to the User, pending the final result of such calibration / recalibration, User shall not withhold the payment to the First Parties under the Agreement on this account. However, User may lodge its calibration / recalibration within a period of fourteen (14) days of such calibration / recalibration. Any such claim, if found correct by the First Parties shall be adjusted against subsequent invoice(s) of supply water. No interest shall accrue to such refunds by the First Parties to the User.

7. Shutdown and Stoppage of Supply

- (a) The scheduled shut down of water supply on the one side from First Parties' end and on the other side of the User's end shall be limited in each case to fifteen (15) days in two periods of time in a year with each period being not shorter than five (5)

For Tata Steel Ltd.

 Mohit Das
 Chief, Corporate Services, TSM


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- days. The Party shall have to intimate the other Party at least fifteen (15) days prior to the proposed date of shut down.
- (b) The First Parties shall in case of a scheduled shutdown make alternative arrangement for piped supply of Contracted Quantity from other plants. If the piped supply is stopped by the First Parties, the First Parties shall supply the Contracted Quantity through tankers. In such an event, the User shall also be entitled to make alternative arrangement for supply of water to continue its plant operations and this shall not be considered in any manner a violation of this Agreement. However, any alternative arrangements made by the user must not involve groundwater extraction through illegal borewells or any other methods deemed illegal by the First Parties
- (c) The User shall inform First Parties immediately about any defects in the water inlet/connection arrangement of the User calling for the complete or partial stoppage of the supply of water. Provided that in all such cases, the provisions relating to the payment of minimum guaranteed consumption (i.e., 80% of the agreed demand) shall be applicable.
- (d) First Parties shall, likewise inform the User immediately about any defects in water installations and/or water pipeline of the First Parties calling for discontinuation or complete or partial stoppage of supply of water. First Parties shall not be liable for failure to perform or for delay in performing any provision(s) of the Agreement by User in such conditions and shall be held responsible for any losses or damages to User due to partial or complete stoppage of water supply. The provisions related to the payment of minimum guaranteed consumption (i.e., 80% of the agreed demand) shall not be applicable.
- (e) Subject to clause 7 (a), if the User requires additional shut down, it shall have to give prior notice of 7 days to the First Parties for shutting down for a period of a week (or less than that) and for shutting down the system the User shall have to pay Rs. 5,000/- (Rupees five thousand only) for more than 25mm connection in case of industry, along with outstanding and due water charges and Rs. 1,000/- (Rupees one thousand only) for 25mm and less than 25mm connection in case of industry along with outstanding and due water charges. In case of shutdown the connection for more than a week, User shall have to produce appropriate documentary evidence for the shutdown / non-production of the factory for the period.
- (f) Subject to clause (i), in case of shutting down the connection without any sufficient cause by the First Parties, First Parties will charge as per the consumption by the User.
- (g) In case the First Parties fails to supply the water due to force majeure condition or other situation like repairs / maintenance / electricity failure, outage etc. it shall be treated as unavoidable circumstances due to proactive actions/ preventive measures being taken to pre-empt such unwanted incident but in vain and therefore, User shall not be liable for any compensation / claim. the First Parties shall provide the Contracted Quantity via tankers. The User may also make alternative arrangements to ensure the continued operation of its plant, and this will not be considered a breach of this Agreement. However, any alternative arrangements made by the user must not involve groundwater extraction through illegal borewells or any other methods deemed illegal by the First Parties
- (h) In accordance with sub clause (e) above the User shall have to pay Rs. 10,000/- (Rupees ten thousand only) per connection for restarting the system to the First Parties.
- (i) Notwithstanding anything contained herein, in case of shutdown or stoppage of supply of water for any reason whatsoever by the First Parties, the First Parties shall provide the Contracted Quantity via tankers. The User may also make alternative arrangements to ensure the continued operation of its plant, and this will not be considered a breach of this Agreement. However, any alternative arrangements

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made by the user must not involve groundwater extraction through illegal borewells or any other methods deemed illegal by the First Parties.

8. Failure of Supply

- (a) If First Parties are not able to supply the Contracted Quantity of the Product during the Supply Period, either due to water quality not meeting the specified standard or for any reason, then the User the Supply Price shall be payable for the actual off-take quantity.
- (b) However, considering unexpected contingencies, the User is required to make alternate arrangements in case of failure to supply the Product by the First Parties to the User. The First Parties are to put all efforts to resume the supply of the Product to the User in the shortest possible time after the unexpected contingencies.

9. Conveyance Pipeline

- (a) The right of way for laying of the Conveyance Pipeline in the User premises up to the point where First Supplies network ends and the User' off-take network starts (hereinafter referred to as "Delivery Point"), would be provided free of cost by the User to the First Parties.
- (b) The User, at its premises, shall always facilitate the First Parties during the construction and operation & maintenance period by providing requisite permission etc. for carrying out the various works.
- (c) The First Parties shall be responsible for the safety and O&M of the Conveyance Pipeline up to Delivery Point.

10. Metering

- (a) Continuous Online Metering for determining the exact quantities of the Product supplied shall be done at the Delivery Point in the User premises. First Parties shall install a meter with a standby at the Delivery Point.
- (b) Necessary instrumentation for real time online monitoring of water quality shall be installed & maintained by the First Parties at the Delivery Point.
- (c) Periodical calibration of the water meters and water quality instruments shall be carried out by the First Parties along with the User.
- (d) The User shall provide adequate space or as per requirement for installation of the water meters.
- (e) Power requirement for the metering station shall be provided by the User.

11. Water Quality

- a. The Product to be supplied by the First Parties to the User shall be as per the standards specified in Annexure-I.
- b. In case the water quality is not as per the standards specified, then the User may stop the receipt of Product with immediate intimation to the First Parties. Prior to usage of such Product, the User shall carry out the requisite quality tests of the Product to confirm the quality standards/requirements for its further

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Chief, Corporate Services, TSM

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intended use.

- d. The First Parties shall not be responsible for the quality of Product beyond the Delivery Point.

12. Security for Payment

- (a) Advance consumption charges (security deposit) shall be submitted by the User to the GNN in the form of Bank Guarantee (BG)/ Fixed Deposit in favour of Municipal Commissioner, Ghaziabad Nagar Nigam for the Contracted Quantity of the Product in the manner as specified therein above in Clause 3 i.e., Contracted Quantity in KL x 30 days x Supply Price. The advance consumption charges (security deposit) of one (1) Month charges in form of Bank Guarantee is fixed considering the current financial position of User. However, GNN reserves the right to increase the advance consumption charges in future in case there is a change in Contracted Quantity.
- (b) The advance consumption charges shall be deposited (fifteen)15 days prior to the Date of Commencement.
- (c) The User has to submit the Bank Guarantee for (thirty) 30 days advance consumption charges (security deposit) taking into consideration the yearly escalation in Supply Price of the Product. The differential amount shall also be submitted in the form of Bank Guarantee. Bank Guarantee shall be initially valid for one year and the same shall be extended every year before expiry date, with the escalated price.

13. Payment Mechanism for Monthly Consumption Charges

- a. The bill for the Product consumed will be served once in a month.
- b. GNN & GWSPL will ensure that the bill reaches to the User by 10th day of every month. In any case if the bill is not received by 10th day, the User has to inform the same to the GNN on the 11th day and obtain the duplicate bill.
- c. The User has to pay the bill within (15) fifteen days from the date of email of the scan copy of the bill by the First Parties to the User, in the Bank Account as specified by the GNN, failing which the release of the Product will be stopped with seven (7) days prior intimation in writing to User.

14. Disconnection

- (a) If the monthly consumption charges for the Product are not paid within the due date and subsequent notice for payment of the dues within seven (7) days, the Product supply to the User will be stopped and the connection shall be disconnected after giving a notice of fifteen (15) days and penalty of Rs.10,000/- will be levied on the User for reconnection, after clearing the bill.
- (b) Further, if the connection is disconnected, the User shall be charged an interest @1% per month from the due date to the date of actual payment over the outstanding due amount, in addition to the penalty of Rs.10,000/- for reconnection after clearing the bill.

For Tata Steel Ltd.
Mohit Das
Chief, Corporate Services, TSM

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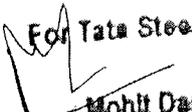
15. Dispute Resolution, Governing Law and Jurisdiction

- (a) In case of any dispute pertaining to the bills raised by the First Parties, the User shall bring to the notice of the concerned Parties within 7 (seven) days from the receipt of the bill, otherwise no objections will be admitted after 7 (seven) days.
- (b) Even if any bill raised by the First Parties is disputed, the User should pay the full amount of such disputed bill, pending settlement of the dispute through mutual understanding and excess payment, if any, will be adjusted in subsequent bills. In case of failure to arrive at a settlement through mutual understanding, the Parties are free to resort to civil proceedings.
- (c) Dispute Resolution Mechanism:
- (i) All disputes and differences, whatsoever, arising between the parties out of or relating to or in connection with the meaning, scope, operation or effect of this Agreement or breach thereof shall be settled between the First Parties and the User amicably. In the event of any dispute, the parties shall endeavour to resolve such dispute by discussion in good faith in the first instance within 30 (thirty) days of notice of such dispute.
 - (ii) If, however, the parties are not able to resolve their disputes and differences amicably as aforesaid, such disputes and differences whatsoever arising between the parties out of or relating to or in connection with the meaning, operation or effect of this Agreement or the breach shall be settled at competent jurisdiction by civil proceedings.
 - (iii) Notwithstanding the existence of any dispute and differences or Court Case in terms hereof or otherwise, work under the contract shall continue and be bound to continue to perform their respective obligations according to be contract, and the parties shall remain liable and bound in all respects under the Contract.
 - (iv) The Civil Courts at Ghaziabad, India with the exclusion of all other courts shall alone have jurisdiction over all matters relating to this contract and the disputes and differences arising from the same. Governing law shall be Laws of India.

16. Force Majeure

"Force Majeure" shall mean any event or circumstance or combination thereof which prevents the Party claiming Force Majeure (the 'Affected Party') from performing its obligations under this Agreement and which event or circumstance:

- (i) is beyond the reasonable control and not arising out of the default of the affected Party;
- (ii) the Affected Party has been unable to overcome such circumstance or event by the exercise of due diligence and reasonable efforts, skill and care; and
- (iii) has a material adverse effect on the subsistence of this Agreement.

For Tata Steel Ltd.

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Such events or circumstances shall include, without limitation, the effect of any natural element or other acts of State or God, including but not limited to, fire, flood, earthquake, lightning, cyclone, landslides or other natural disasters, strikes or other industrial disturbances, war, riots, civil commotion, terrorist attacks, embargoes, blockades, governmental restriction, intervention of defense authorities or any change in laws applicable to any Party hereto

- (a) A Party shall not be liable to the other Party for any loss, injury, delay, damages or other casualty suffered or incurred by the latter due to Force Majeure, and any failure or delay by any Party in performance of its obligations under this Agreement due to Force Majeure shall not be considered as a breach of this Agreement.
- (b) The Party suffering Force Majeure shall notify the other Parties in writing promptly after the occurrence of such Force Majeure event. Such Party shall, to the extent reasonable and lawful, use its best efforts to remove or remedy such cause. Upon the occurrence of a Force Majeure event, the Party claiming Force Majeure shall use all reasonable methods to continue to perform its obligations under this Agreement and to minimize the adverse effects of such circumstances. Such a Party shall notify the other Parties of the steps it proposes to take including any reasonable alternative means for performance. In the event any obligation cannot be performed due to continuance of a Force Majeure event for a period of 7 days or more, the Parties agree that the time period for the performance of such obligation shall stand extended for an equivalent period after such time as the Force Majeure event ceases to exist.
- (c) If, as a result of a Force Majeure event, the Agreement has been rendered unviable or un-bankable or the Force Majeure event is not likely to be cured within a reasonable foreseeable period, the Parties may decide to terminate this Agreement in which case the Parties shall be entitled to receive payments accrued and due to them, before the occurrence of the Force Majeure event.

17. Validity, Effectiveness and Operation of this Agreement

This Agreement:

- (a) shall come into effect from the date of the Agreement is signed between the First Parties and the User for utility and supply of the Product. It will be binding upon both the Parties for a period of 03 (Three) years from the Date of Commencement ("Validity Period"). The Agreement may be extended to further period of time with consensual approach of the Parties.
- (b) will remain in place until such time as one or all Parties determine otherwise,
- (c) shall be executed in English in three originals, one for each Party, and
- (d) can be amended at any time by a written agreement between the Parties

For Tata Steel Ltd,
Mohit Das
Chief, Corporate Services, TSM

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or may be mutually extended by the Parties in writing.

- (e) This Agreement may be extendable for a mutually agreeable period as per mutual consent between the Parties on the existing terms and conditions.

Further, the Parties agree that:

- (a) First Parties will take all measures to ensure smooth and regular supply of the Product to the User but First Parties shall not be responsible for loss of property or life or what so ever it may be due to shortage in supply due to accidental or unforeseen circumstances or matters beyond the control of the First Parties.
- (b) The First Parties will inform 48 hours in advance to the User about the stoppage of the Product for maintenance of various water supply installations. The First Parties shall in such case make alternative arrangement for piped supply of Contracted Quantity from other plants. If the piped supply is stopped by the First Parties, the First Parties shall supply the Contracted Quantity through tankers. In such an event, the User shall also be entitled to make alternative arrangement for supply of water for continue its plant operations. Which shall not be considered in any manner a violation of this Agreement. However, any alternative arrangements made by the user must not involve groundwater extraction through illegal borewells or any other methods deemed illegal by the First Parties
- (c) The User should approach the GNN well in advance before the expiry date, for renewal of this Agreement.

18. Termination

- a. Any Party may terminate this Agreement prior to expiry of its Validity Period, by 3 months' written notice to the other Parties.
- b. This Agreement is terminable upon the occurrence of a Material Breach (as defined below) which has a Material Adverse Effect. This Agreement will also terminate automatically upon the bankruptcy of any Party hereto.
- c. For the purpose of this clause:

"Material Breach" means a breach of the obligations, terms and conditions of this Agreement or covenants by a Party, which materially and substantially affects the performance of the transactions contemplated by this Agreement and results in a Material Adverse Effect.

"Material Adverse Effect" means circumstances which may or do (i) render any right vested in a Party by the terms of this Agreement ineffective; or (ii) adversely affect or restrict or frustrate the ability of any Party to observe and perform in a timely manner its obligations under this Agreement; or (iii) adversely affects the legality, validity, binding nature or enforceability of this Agreement.

- d. The termination of this Agreement shall not affect the rights of the Parties accrued

Tata Steel Ltd.
Mohit Das
 Chief, Corporate Services, TSM

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 (Signature)
 (Date)

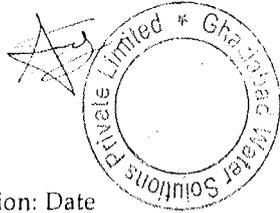
prior to such termination.

19. Review

(a) The Parties will review the Agreement to consider consistency with the operating arrangements and requirements and such other matters agreed between the Parties, during the course of the Agreement.

(b) A Review Committee comprising of members from the respective Parties may be set up.

The Parties confirm that they have carefully gone through the contents of this Agreement and agree to abide by the terms and conditions as laid down herein.

Signed for and on behalf of GNN by:	Signed for and on behalf of Tata Steel Limited. by:
 महाप्रबन्धक (जल) नगर निगम गाजियाबाद Name: Designation: Date of signing:	 For Tata Steel Ltd. Mohit Das Chief, Corporate Services, TSM Name: Designation: Date of signing:
Signed for and on behalf of GWSPL by:	
 Name: Designation: Date of signing:	

Witness:

First Parties

Third Party

1.

1.

2.

2.

Annexure-1

Product (Recycled Water) Quality and Specifications

Tertiary Treated Effluent Parameters			
Sr. No.	Parameter	Unit	Tertiary Treated - Industrial Grade Water
1	2	3	4
1	Turbidity	NTU	< 5
2	pH	-	6.0 - 7.5
3	Total Hardness as CaCO ₃	mg/l	< 300
4	Iron as Fe	mg/l	< 0.25
5	TDS	mg/l	< 500
6	BOD5	mg/l	< 2
7	COD	mg/l	< 50
8	Total Suspended Solids	mg/l	< 2
9	Total Nitrogen as N	mg/l	< 10
10	Total Phosphorus	mg/l	1
11	Apparent Color	Hazen Units	< 50
12	Alkalinity	mg/l	< 50

For Tata Steel Ltd.
 Mohit Das
 Chd., Corporate Services, TSM


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Gluhend India Private Limited
(A Sage Group Company)
B-8 Site – IV Industrial Area, Sahibabad
Ghaziabad Uttar Pradesh 201010, India
E-mail: info@sagemetals.co.in,
CIN – U74994MH2017FTC303216

Date-03.06.2025

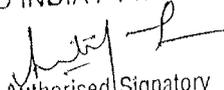
AUTHORIZATION LETTER

Amit Agrawal S/o Sh. K.P. Agrawal partner of Gluhend India Private Limited would like to authorize myself for the water supply agreement related works with Ghaziabad Nagar Nigam, registered office at B-7 & B-8, Site 4, Sahibabad Industrial Area, Sahibabad, Ghaziabad, Uttar Pradesh 201010.

We have requirement of 50 Kilo Litre per day.

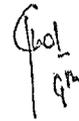
For Gluhend India Private Limited.

For GLUHEND INDIA PVT. LTD.


Authorised Signatory

Email - amit.agrawal1@sagemetals.com

Email - love.kumar@sagemetals.com



महाप्रबन्धक (जल)
नगर निगम गाजियाबाद

GLUHEND INDIA PVT. LTD.
B-7 & 8, Site-IV Indl. Area,
Sahibabad, Ghaziabad (U.P.)

Registered Office: 23, Floor-2, Plot-59, Arsiwala Mansion, Nathalal Parikh Marg, Colaba Mumbai,
Maharashtra – 400005.

www.sagemetals.com

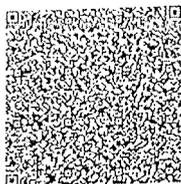


Government of Uttar Pradesh

e-Stamp

ZOHRA KHAN
STAMP VENDOR LIC. No. 565

Certificate No.	: IN-UP72178774519994X
Certificate Issued Date	: 03-Jun-2025 06:23 PM
Account Reference	: NEWIMPACC (SV)/ up14097704/ GHAZIABAD SADAR/ UP-GZB
Unique Doc. Reference	: SUBIN-UPUP1409770441892775261124X
Purchased by	: GLUHEND INDIA PVT LTD
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	:
First Party	: GHAZIABAD NAGAR NIGAM
Second Party	: GLUHEND INDIA PVT LTD
Stamp Duty Paid By	: GLUHEND INDIA PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



IN-UP72178774519994X

Please write or type below this line

**AGREEMENT FOR THE SUPPLY OF RECYCLED SEWAGE WATER
FOR INDUSTRIAL USE BY THE UNITS / INDUSTRIES IN THE AREA
UNDER SAHIBABAD INDUSTRIAL AREA, GHAZIABAD**

This Agreement is drawn on the ... day of 3rd June 2025 between:

- (i) **GHAZIABAD NAGAR NIGAM**, established under the Uttar Pradesh Municipal Corporation Act, 1959, having its office at Ghaziabad Nagar Nigam, Navyug Market, Opp. Old Bus Stand, Ghaziabad - 201001 (U.P.) (hereinafter referred to as "GNN/Seller", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-office and permitted assigns) of the **FIRST PART**;
- (ii) **GHAZIABAD WATER SOLUTIONS PRIVATE LIMITED** (hereinafter referred to as "GWSPL"), a Special Purpose Vehicle (SPV) incorporated,

For GLUHEND INDIA PVT LTD Page 1 of 14

Statutory Alert:

- 1 The authenticity of this Stamp Certificate can be verified at www.shollestamp.com or using e-Stamp Mobile App. Any discrepancy in the certificate and as available on the website / Mobile App renders it invalid.
- 2 The onus of checking the legitimacy is on the user of the certificate.
- 3 In case of any discrepancy please inform the Competent Authority.

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registered and existing under the Companies Act, 2013 having CIN U41000TN2020PTC135253, and having its registered office at "WABAG House" No. 17, 200 Feet Thoraipakkam - Pallavaram Main Road, Sunnambu Kolathur, Chennai 600117 (hereinafter referred to as the Concessionaire, which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns) of the **SECOND PART: GNN and Concessionaire (100% subsidiary of M/s VA Tech Wabag Ltd., the concessionaire) are hereinafter collectively referred to as first Parties.**

AND

- (iii) M/s Gluhend india pvt.ltd.by, having its registered office at and office B-7, B-8 and office at Site 4 Industrial Area Ghaziabad UP-201010 under the Sahibabad Industrial Association, Jurisdiction Area: [*], (hereinafter referred to as "User" which expression shall unless repugnant to the context, mean and include its permitted assignees) of the **THIRD PART;**
- (iv) **Sahibabad Industrial Association**, having its registered office at (Insert full Address) Sahibabad (hereinafter referred to as "SIA" which expression shall unless repugnant to the context, mean and include its permitted assignees) of the **FOURTH PART.**

M/s Gluhend india pvt.Ltd.and SIA are hereinafter collectively referred to as Second Parties.

Each of First Party and Second Party hereinafter to be referred individually as the "Party" and collectively as the "Parties".

WHEREAS

- A. GNN intends to develop a "Public Private Partnership (PPP)-Hybrid Annuity Model (HAM) to set up a Tertiary Treatment plant to treat secondary treated water from Indrapuram Sewage treatment plant (hereinafter referred to as "TSTP") to supply Industrial Grade Water to industrial units situated under the jurisdiction area of **Sahibabad Industrial Association, Ghaziabad from Ghaziabad Nagar Nigam**" (the "Project").
- B. Based on the requirements, SIA and GNN had held discussions and signed Memorandum of Undertaking dated 17/02/2021 and based on the MOU, SIA agreed to GNN's proposal for supply of 40 MLD Recycled Water at SIA's premises.

Concessionaire will implement, operate and maintain the Project Facility and supply the Recycled Water to the User on behalf of GNN.

- C. The Parties now agree to the following understanding in relation to the supply of Recycled Water ("Product") by the First Party to the Second Party as per this Agreement.

[Handwritten Signature]

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For **GLUHEND INDIA PVT. LTD.**

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Now, THEREFORE, the Parties hereto agree as follows:

1. **Project Facility**

Project Facility means collectively the following:

- (a) Waste water treatment plant including ultra-filtration and reverse osmosis (UF&RO) plant being constructed in STP premises at Indirapuram [collectively referred to as "Tertiary Treatment and Reverse Osmosis plant (TTRO)"],
- (b) Pumping station(s) for product supply,
- (c) Conveyance pipeline from Indirapuram TTRO premises to SIA's premises on exclusive basis, for supply of the treated water, and
- (d) Includes any other infrastructure that forms or may form part of the Project Facility at a future date.

The Project facility is being developed by GNN along with the Concessionaire. The commercial operations date (hereinafter referred to as "COD") of 40 million Liters per Day (MLD) supply of the Product by the First Party to Second Party would be presumably in the Month of April in year 2024.

2. **Contracted Quantity**

- (a) The contracted quantity (hereinafter referred to as "Contracted Quantity") is 50 kilo liter Per Day (KL) of the Product. The Date of Commencement will be presumably April, 2024. In case of delay the first parties shall inform the Second Parties in writing.
- (b) The First Parties assures the Second Parties that supply of Contracted Quantity of the Product shall be undertaken as per the terms and conditions provided in this Agreement.
- (c) The supply obligations on the part of the GNN and payment obligations on the part of the User shall commence from the actual COD. The User shall off take the Contracted Quantity of the Product for the Supply Period from the GNN, from the COD onwards.
- (d) "Supply Period" would mean the period on daily basis i.e., calendar day.
- (e) The actual supply may vary for about +/- 5% of the Contracted Quantity. The User will be billed and shall pay for the actual quantity delivered to the User.
- (f) The Contracted Quantity of the Product shall be supplied equally in a period spread of 24 hours.

3. **Delivery of Water**

- (a) Water shall be delivered from Indirapuram TTRO to Second Parties at the junction of approach road for the unit/works and public road. First Parties shall have to make all arrangements to deliver the water from source and other allied infrastructure and comprehensive networks, and the same shall be maintained by the First Parties. All the capital cost and maintenance cost shall be borne by the First Parties and hence Second Parties are bound to draw water for a minimum period of Fifteen years (i.e., contract period).

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For GLUHEND INDIA BVY, LTD

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Second Parties shall make all proper and adequate arrangement as per rules & regulations of Ghaziabad Nagar Nigam and Applicable Laws for drawing water from the junction point of unit/factory/works approach road and public road at its own risk and cost. If any defect in inlet/connection arrangements or water using equipment's arise the same shall be rectified by the Second Parties. First Parties shall have an option to stop supply of water without any notice as soon as any defect or unsafe operation is notified in the Second Parties' inlet/connection arrangement or metering equipment, the decision with respect to which shall be of the First Parties and the same shall be absolute and binding upon the Second Parties. Inlet/connection arrangement means the installation of pipeline from the junction point of factory/ unit / works-approach road and public road to its unit, water meter, sluice valve, non-return valve etc. The said arrangement shall be made available by First Parties. Second Parties shall not have the right to adjust, clean, handle, replace, maintain, tinker, remove or modify in any manner all such above state inlet/connection arrangement at any time during the tenure of the Agreement.

- (b) Second Parties under no circumstances shall sublet/ lease/ sell/ create a change over on part or whole with the water related property at any given time, without the written consent of the First Parties.
- (c) Any production losses or any kind of losses whatsoever attributable to the functioning of the aforesaid equipment/installations for any reason whatsoever shall, in no way be the First Parties' responsibility and accordingly the First Parties shall not be held responsible for any such losses or damages in any circumstances.
- (d) Notwithstanding anything contained in any of the clauses of this contract, in case Second Parties are found to have tampered with the water metering equipment, the water supply to Second Parties will immediately be discontinued by the First Parties. The decision of the First Parties in this connection shall be final and binding upon Second Parties. Second Parties shall pay the penalty and losses occurring to First Parties before resumption of the supply. If the amount is not paid by the Second Parties within 7 (seven) days from the receipt of Debit Note from GNN/Concessionaire, this contract shall be liable to be terminated by the First Parties and the equivalent amount as per the agreement demand at least for three years shall be recovered and the deposit paid by User shall be forfeited.
- (e) Water distribution equipment installed for supply of water like internal pipeline water meter, sluice valve, non-return valve from the junction point of approach road of factory/unit/works and public road to the factory/unit/works of the Second Parties are supposed to be property of GNN. First Parties or its authorised representative, at the risk and cost of Second Parties shall have rights of entry at all hours to the water metering station, route of pipeline up to all consumption points and water consuming facilities situated inside or outside the premises to the Second Parties.

It shall be the sole responsibility of Second Parties to safeguard the assets, such as pipeline, water meter, sluice valve, non-return valve etc.

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created under water distribution system inside or outside the premises up to the terminal point junction chamber in possession of the Second Parties against theft or pilferage etc. First Parties will restore and rehabilitate the damaged distribution system at the risk and cost of the User in the event where theft or pilferage etc. happens to the assets.

4. Supply Price for the Product

- (a) Initial Supply price of Rs. 45.90 per KL shall be payable by the User to the GNN, for the supply of the Product, for the 1st year.
- (b) An escalation of 5% shall be applicable every year, on the previous year's applicable price.

5. Quantity of Water

- (a) The Second Parties shall declare to the First Parties about the current requirements on daily basis with future requirement (if any).
- (b) First Parties shall supply water meter for the assessment of the quantity of water used by the User, Second Parties and the entire consumption of water shall be assessed through water meters;
- (c) First Parties shall install water meter at the premises of the User.
- (d) User can consume more water than the specified demand as per agreement. First Parties shall charge Rs. 45.90/- per kilo liter, or otherwise as per the revised rate. Further it is agreed by both the Parties, that during the billing cycle, if Second Parties have consumed less than 80% of the agreed demand, then First Parties will raise the bill for 80% of the agreed demand.
- (e) User (also keep SIA in loop) shall have to give prior notice of 7 days to the First Parties for shutting down for a period of a week (or less than that) and for shutting down the system the Second Parties shall have to pay Rs. 5,000/- (Rupees five thousand only) for more than 25mm connection in case of industry, along with outstanding and due water charges and Rs. 1,000/- (Rupees onethousand only) for 25mm and less than 25mm connection in case of industry alongwith outstanding and due water charges. In case of shutdown the connection for more than a week, Second Parties shall have to produce appropriate documentary evidence and certificate of Sahibabad Industrial Association for the shutdown / non-production of the factory for the period.
- (f) In case of the shutting down the connection without any sufficient cause, First Parties will charge as per the agreed demand. If First Parties seems/finds/observes that the Second Parties uses water by making other arrangement, First Parties shall have the right to recover the water charges at the rate of 80% of agreed demand, at least for three years to come.
- (g) In case the First Parties fails to supply the water due to force majeure condition or other situation like repairs / maintenance / electricity failure, outage etc. it shall be treated as unavoidable circumstances due to proactive actions/ preventive measures being taken to pre-empt such unwanted incident but in vain and therefore, Second Parties shall not be liable for any compensation / claim.
- (h) In accordance with sub clause (e) and (f) above Second Parties shall have to pay

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Rs.10,000/- (Rupees ten thousand only) per connection for restarting the system to the First Parties.

- (i) The First Parties shall treat the connection illegal on the following conditions:
- i. If the water connection is taken without the prior permission of the First Parties;
 - ii. If the water meter installed in the premises of Second Parties is "bypassed";
 - iii. If at any time First Parties comes to the knowledge that any mischief/adjustment to the meter is carried out or found out or traces of tempering the meter is spotted;
 - iv. If at any time First Parties comes to the knowledge that the motor/pump or any other pumping device is attached or found for direct pumping from the water connection of the First Parties;
- (j) First Parties shall impose the penalty for the illegal connection as stated above.
- (k) Second Parties shall construct / provide an underground storage tank(s) at their own at their working place.
- (l) First Parties shall not allow any motoring/pumping directly from the connection of First Parties.

6. Measurement and Calibration

- a. The volume of water supplied under the contract shall be measured in standard cubic meter/kiloliter. The water meter shall be supplied, installed and maintained by First Parties.
- b. If Second Parties have any doubt on the proper working of the meter, it can request First Parties for the calibration of metering system along with an advance payment of Rs. 5,000/- (Rupees five thousand only) towards the calibration charges. First Parties shall undertake such checks / calibration of water meter system after the receipt of intimation from Second Parties in writing. Over and above calibration charges, the repairing / replacement of any part of the metering system after the warranty has expired will be charged on actual to the Second Parties, pending the final result of such calibration / recalibration, Second Parties shall not withhold the payment to the First Parties under the Agreement on this account, however, Second Parties may lodge its calibration / recalibration within a period of fourteen (14) days of such calibration / recalibration. The decision of First Parties in this respect will be unchallengeable and binding on the Second Parties and such claim, if found correct by the First Parties shall be adjusted against subsequent invoice(s) of supply water. No interest shall accrue to such refunds by the First Parties to the Second Parties.

7. Shutdown and Stoppage of Supply

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- (a) The scheduled shut down of water supply on the one side from First Parties' end and on the other side of the Second Parties' end shall be limited in each case to fifteen (15) days in two periods of time in a year with each period being not shorter than five (5) days. The Party shall have to intimate at least fifteen (15) days prior to the proposed date of shut down.
- (b) Second Parties shall inform First Parties immediately about any defects in the water inlet/connection arrangement of the Second Parties calling for the complete or partial stoppage of the supply of water. Provided that in all such cases, the provisions relating to the payment of minimum guaranteed consumption (i.e., 80% of the agreed demand) shall be applicable.
- (c) First Parties shall, likewise inform the Second Parties immediately about any defects in water installations and/or water pipeline of the First Parties calling for discontinuation or complete or partial stoppage of supply of water. First Parties shall not be liable for failure to perform or for delay in performing any provision(s) of the contract by Second Parties in such conditions and shall be held responsible for any losses or damages to Second Parties due to partial or complete stoppage of water supply. The provisions related to the payment of minimum guaranteed consumption (i.e., 80% of the agreed demand) shall not be applicable.

8. Failure of Supply

- (a) If First Parties are not able to supply the Contracted Quantity of the Product during the Supply Period, either due to water quality not meeting the specified standard or for any reason, then the Supply Price shall be payable for the actual off-take quantity.
- (b) However, considering unexpected contingencies, the User is required to make alternate arrangements in case of failure to supply the Product by the First Parties to the User. The First Parties are to put all efforts to resume the supply of the Product to the User in the shortest possible time after the unexpected contingencies.

(c) Conveyance Pipeline

- (a) The right of way for laying of the Conveyance Pipeline in the User premises up to the point where First Parties' network ends and Second Parties' off-take network starts (hereinafter referred to as "Delivery Point"), would be provided free of cost by the User to the First Parties.
- (b) The User, at its premises, shall always facilitate the First Parties during the construction and operation & maintenance period by providing requisite permission etc. for carrying out the various works.
- (c) The First Parties shall be responsible for the safety and O&M of the Conveyance Pipeline up to Delivery Point.

(d) Metering

- (a) Continuous Online Metering for determining the exact quantities of the

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Product supplied shall be done at the Delivery Point in the User premises. First Parties shall install a meter with a standby at the Delivery Point.

- (b) Necessary instrumentation for real time online monitoring of water quality shall be installed & maintained by the First Parties at the Delivery Point.
- (c) Periodical calibration of the water meters and water quality instruments shall be carried out by the First Parties along with the User.
- (d) The User shall provide adequate min. space or as per requirement for installation of the water meters.
- (e) Power requirement for the metering station shall be provided by the User.

(e) Water Quality

- a. The Product to be supplied by the GNN to the User shall be as per the standards specified in Annexure-I.
- b. In case the water quality is not as per the standards specified, then the User may stop the receipt of Product with immediate intimation to the GNN.
- c. Prior to usage of such Product, the User shall carry out the requisite quality tests of the Product to confirm the quality standards/requirements for its further intended use.
- d. The GNN shall not be responsible for the quality of Product beyond the Delivery Point.

(f) Security for Payment

- (a) Advance consumption charges (security deposit) shall be submitted by the User to the GNN in the form of Bank Guarantee (BG)/ Fixed Deposit in favour of Municipal Commissioner, Ghaziabad Nagar Nigam for the Contracted Quantity of the Product in the manner as specified therein above in Clause 3 i.e., Contracted Quantity in KL x 30 days x Supply Price. The advance consumption charges (security deposit) of one (1) Month charges in form of Bank Guarantee is fixed considering the current financial position of User. However, GNN reserves the right to increase the advance consumption charges in future.
- (b) The advance consumption charges shall be deposited (fifteen) 15 days prior to the anticipated / expected date of start of supply.
- (c) The User has to submit the Bank Guarantee for (thirty) 30 days advance consumption charges (security deposit) taking into consideration the yearly escalation in Supply Price of the Product. The differential amount shall also be submitted in the form of Bank Guarantee. Bank Guarantee shall be initially valid for one year and the same shall be extended every year before expiry date, with the escalated price.

(g) Payment Mechanism for Monthly Consumption Charges

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- a. The bill for the Product consumed will be served once in a month.
- b. GNN & GWSPL will ensure that the bill reaches to the User by 10th day of every month. In any case if the bill is not received by 10th day, the User has to inform the same to the GNN on the 11th day and obtain the duplicate bill.
- c. The User has to pay the bill within (15) fifteen days from the date of email of the scan copy of the bill by the First Parties to the User, in the Bank Account as specified by the GNN, failing which the release of the Product will be stopped with seven (7) days prior intimation in writing to User.

(h) Disconnection

- (a) If the monthly consumption charges for the Product are not paid within the due date and subsequent notice for payment of the dues within seven (7) days, the Product supply to the User will be stopped and the connection shall be disconnected after giving a notice of fifteen (15) days and penalty of Rs.10,000/- will be levied on the User for reconnection, after clearing the bill.
- (b) Further, if the connection is disconnected, the User shall be charged an interest @1% per month from the due date to the date of actual payment over the outstanding due amount, in addition to the penalty of Rs.10,000/- for reconnection after clearing the bill.

(i) Dispute Resolution, Governing Law and Jurisdiction

- (a) In case of any dispute pertaining to the bills raised by the First Parties, the User shall bring to the notice of the concerned Parties within 7 (seven) days from the receipt of the bill, otherwise no objections will be admitted after 7 (seven) days.
- (b) Even if any bill raised by the First Parties is disputed, the User should pay the full amount of such disputed bill, pending settlement of the dispute through mutual understanding and excess payment, if any, will be adjusted in subsequent bills. In case of failure to arrive at a settlement through mutual understanding, the Parties are free to resort to civil proceedings
- (c) Dispute Resolution Mechanism:

- (i) All disputes and differences, whatsoever, arising between the parties out of or relating to or in connection with the meaning, scope, operation or effect of this Agreement or breach thereof shall be settled between the First Parties and Second Parties amicably. In the event of any dispute, the parties shall endeavor to resolve such dispute by discussion in good faith in the first instance within 30 (thirty) days of notice of such dispute.

- (ii) If, however, the parties are not able to resolve their disputes and differences amicably as aforesaid, such disputes and differences whatsoever arising between the parties out of or relating to or in connection with the meaning, operation or effect of this Agreement or the breach shall be settled at competent jurisdiction by civil proceedings.
- (iii) Notwithstanding the existence of any dispute and differences or Court Case in terms hereof or otherwise, work under the contract shall continue and be bound to continue to perform their respective obligations according to be contract, and the parties shall remain liable and bound in all respects under the Contract.
- (iv) The Civil Courts at Ghaziabad, India with the exclusion of all other courts shall alone have jurisdiction over all matters relating to this contract and the disputes and differences arising from the same. Governing law shall be Laws of India.

(j) Force Majeure

"Force Majeure" shall mean any event or circumstance or combination thereof which prevents the Party claiming Force Majeure (the 'Affected Party') from performing its obligations under this Agreement and which event or circumstance:

- (i) is beyond the reasonable control and not arising out of the default of the Affected Party;
- (ii) the Affected Party has been unable to overcome such circumstance or event by the exercise of due diligence and reasonable efforts, skill and care; and
- (iii) has a material adverse effect on the subsistence of this Agreement.

Such events or circumstances shall include, without limitation, the effect of any natural element or other acts of State or God, including but not limited to, fire, flood, earthquake, lightning, cyclone, landslides or other natural disasters, strikes or other industrial disturbances, war, riots, civil commotion, terrorist attacks, embargoes, blockades, governmental restriction, intervention of defense authorities or any change in laws applicable to any Party hereto or to the Project.

- (a) A Party shall not be liable to the other Party for any loss, injury, delay, damages or other casualty suffered or incurred by the latter due to Force Majeure, and any failure or delay by any Party in performance of its obligations under this Agreement due to Force Majeure shall not be considered as a breach of this Agreement.
- (b) The Party suffering Force Majeure shall notify the other Parties in

writing promptly after the occurrence of such Force Majeure event. Such Party shall, to the extent reasonable and lawful, use its best efforts to remove or remedy such cause. Upon the occurrence of a Force Majeure event, the Party claiming Force Majeure shall use all reasonable methods to continue to perform its obligations under this Agreement and to minimize the adverse effects of such circumstances. Such a Party shall notify the other Parties of the steps it proposes to take including any reasonable alternative means for performance. In the event any obligation cannot be performed due to continuance of a Force Majeure event for a period of 7 days or more, the Parties agree that the time period for the performance of such obligation shall stand extended for an equivalent period after such time as the Force Majeure event ceases to exist.

- (c) If, as a result of a Force Majeure event, the Project has been rendered unviable or un-bankable or the Force Majeure event is not likely to be cured within a reasonable foreseeable period, the Parties may decide to terminate this Agreement in respect of such Project in which case the Parties shall be entitled to receive payments accrued and due to them, before the occurrence of the Force Majeure event.

(k) Validity, Effectiveness and Operation of this Agreement

This Agreement:

- (a) Agreement commencement date shall be treated as effective from the date of the agreement signed in between the First Parties and the Second Parties for utility of the product and it shall be valid. It will be binding upon both the Parties for a period of 15 (fifteen) years initially from the date of Commencement and until 15 years ("Validity Period") that may be extended to further period of time with consensual approach of the Parties.
- (b) will remain in place until such time as one or all Parties determine otherwise,
- (c) shall be executed in English in four originals, one for each Party, and
- (d) can be amended at any time by a written agreement between the Parties or may be mutually extended by the Parties in writing.
- (e) This Agreement may be extendable for a mutually agreeable period as per mutual consent between the Parties on the existing terms and conditions.

Further, the Parties agree that:

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- (a) First Parties will take all measures to ensure smooth and regular supply of the Product to the User but First Parties shall not be responsible for loss of property or life or what so ever It may be due to shortage in supply due to accidental or unforeseen circumstances or matters beyond the control of the First Parties.
- (b) The First Parties will inform 48 hours in advance to the User about the stoppage of the Product for maintenance of various water supply installations.
- (c) The User shall not resort for direct pumping from the GNN mains unless otherwise it is permitted by GNN as the case may be.
- (d) The User should approach the GNN well in advance before the expiry date, for renewal of this Agreement.

(l) Termination

- a. Any Party may terminate this Agreement prior to expiry of its Validity Period, by 3 months' written notice to the other Parties.
- b. This Agreement is terminable upon the occurrence of a Material Breach (as defined below) which has a Material Adverse Effect. This Agreement will also terminate automatically upon the bankruptcy of any Party hereto.
- c. For the purpose of this clause:

"Material Breach" means a breach of the obligations, terms and conditions of this Agreement or covenants by a Party, which materially and substantially affects the performance of the transactions contemplated by this Agreement and results in a Material Adverse Effect.

"Material Adverse Effect" means circumstances which may or do (i) render any right vested in a Party by the terms of this Agreement ineffective; or (ii) adversely affect or restrict or frustrate the ability of any Party to observe and perform in a timely manner its obligations under this Agreement; or (iii) adversely affects the legality, validity, binding nature or enforceability of this Agreement.

- d. The termination of this Agreement shall not affect the rights of the Parties accrued prior to such termination.

(m) Review

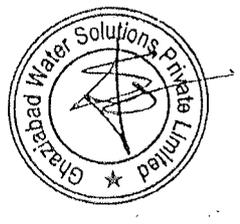
- (a) The Parties will review the Contract to consider consistency with the operating arrangements and requirements and such other matters agreed between the Parties, during the course of the Contract.
- (b) A Review Committee comprising of members from the respective Parties maybe set up.

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The Parties confirm that they have carefully gone through the contents of this Agreement and agree to abide by the terms and conditions as laid down herein.

Signed for and on behalf of GNN by:	Signed for and on behalf of by:
 महाप्रबन्धक (जल) नगर निगम गाजियाबाद Name: Designation: Date of signing:	For GLUHEND INDIA PVT. LTD.  Authorised Signatory Name: Designation: Date of signing:
Signed for and on behalf of GWSPL by:	Signed for and on behalf of SIA by:
 Name: Designation: Date of signing:	Name: Designation: Date of signing:

Witness:

First Party

Second Party

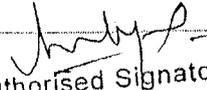
1.

1.

2.

2.

For GLUHEND INDIA PVT. LTD.


 Authorised Signatory

Annexure-1

Product (Recycled Water) Quality and Specifications

Tertiary Treated Effluent Parameters			
Sr. No.	Parameter	Unit	Tertiary Treated – Industrial Grade Water
1	2	3	4
1	Turbidity	NTU	< 5
2	pH	-	6.0 – 7.5
3	Total Hardness as CaCO ₃	mg/l	< 300
4	Iron as Fe	mg/l	< 0.25
5	TDS	mg/l	< 500
6	BOD ₅	mg/l	< 2
7	COD	mg/l	< 50
8	Total Suspended Solids	mg/l	< 2
9	Total Nitrogen as N	mg/l	< 10
10	Total Phosphorus	mg/l	1
11	Apparent Color	Hazen Units	< 50
12	Alkalinity	mg/l	< 50

For GLUHEND INDIA PVT. LTD.



Authorised Signatory



महाप्रबन्धक (जल)
नगर निगम गाजियाबाद



PASHCHIMANCHAL VIDYUT VITRAN NIGAM LIMITED
पश्चिमांचल विद्युत वितरण निगम लि०

सहायता के लिए डायल करें /For Assistance Dial
व्हाट्सएप न०/Whatsapp No. 7859804803
वेबसाइट / Website www.uppcl.org

1912

विद्युत बीजक / Electricity Bill

अकाउंट सं./Account No.: 5235026000	खंड/ Division : EUDD VI GHAZIABAD (DIVIA0923)
नाम/ Name :	खंड का ईमेल/ Email of Division :
पिता/पति का नाम/Husband/Father	उपखंड/ Subdivision : EUDSD II SEC-80 VASUNDHRA (SDOIA09232)
पता / Address : B-8, SITE-IV SAHIBABAD VASUNDHRA GHAZIABAD UP IND	स्वीकृत भार / Sanction Load : 450 kW
मोबाइल/ Mobile No.: xxxxxx4333	बिल्ड डिमांड/ Billed Demand : 375.00
ई-मेल / Email : Vxxxxxxxxsbarma@sagemetals.com	टैरिफ/ Tariff: HV2 PV Industrial
संयोजन तिथि/ Connection Date : 01-JAN-2014	सप्लाय टाइप/ Supply Type : H21T
बिल संख्या/ Bill Number : 523994030715	जमा प्रतिभूति / Security Deposit : 1100000
इनऑपरेटिव राशि / Inoperative Amount: 0.00	बिलिंग अक्षांश / Billing Latitude : 0.00
प्रगामी सब्सिडी / Progressive Subsidy : 0.00	बिलिंग देशांतर / Billing Longitude : 0.00
मीटर प्रकार/Meter Type : POSTPAID	मीटर संख्या/Meter Number : XE498288

बिल तिथि / Bill Date	03-MAY-2025	बिल आधार / Bill Basis	OK	Scan & Pay your Bill स्कैन करें और अपने बिल का भुगतान करें
देय तिथि / Due Date	17-MAY-2025	देय धनराशि/ Payable Amount	968755	
विच्छेदन तिथि/Disc. Date	24-MAY-2025	देय तिथि तक छूट / Due Date Rebate (₹)	9011.67	
नेट बिल्ड यूनिट/ Net Billed Unit	112632.00	देय तिथि तक धनराशि/ Payable by Due date	959743	

उपभोक्ता अपने संयोजन का भार (Load) ऑनलाइन वेबसाइट www.uppcl.org एवं मोबाइल एप 'UPPCL Consumer App' पर जाकर स्वयं बढ़ावें

विवरण / Details	धनराशि / Amount (₹)			विवरण / Details		धनराशि/Amount
	कुल धनराशि /Gross Amount	सब्सिडी धनराशि / Subsidy Amount (-)	देय धनराशि / Net Amount	सी.जी.एस.टी./CGST	एस.जी.एस.टी./SGST	
ऊर्जा प्रभार / Energy Charges	807058.07	0.00	807058.07	वर्तमान विलम्ब भुगतान अधिभार / Current LPSC		0.00
मांग प्रभार / Demand Charges	112500.00	0.00	112500.00	पूर्व विलम्ब भुगतान अधिभार / Previous LPSC		0.00
न्यूनतम प्रभार / Minimum Charges	0.00	0.00	0.00	नेट करंट बिल/ Net Current Bill		960035.67
ग्रीन ऊर्जा शुल्क / Green Energy Charges	0.00	0.00	0.00	सरकार द्वारा छूट / Subsidy by Govt. (-)		0.00
विद्युत कर / Electricity Duty	67587.52		67587.52	सब्सिडाइज्ड बिल / Subsidized Bill		0.00
अतिरिक्त मांग प्रभार / Excess Demand Penalty	0.00		0.00	बकाया धनराशि / Arrear Amount		8719.01
कम पीएफ अधिभार/Low PF Surcharge	0.00		0.00	देय धनराशि / Payable Amount		968755
विविध चार्जज / Misc. Charges	-27109.92		-27109.92	शब्दों में / In Words: Nine Lakh Sixty Eight Thousand Seven Hundred Fifty Five Rupees Only		

मीटर मेक एवं संख्या Meter Make & Number	ऊर्जा प्रकार Energy Type	मीटर स्थिति Meter Status	दर्ज मांग Recorded Demand	पिछली/ Previous तिथि/ Date रीड/Read	वर्तमान/ Current तिथि/ Date रीड/Read	अंतर Diff.	मीटर गुणक M.F.	मीटर यूनिट Meter Units	अवधि (माह) Period (Months)	मीटर टिप्पणी Meter Remark		
XE498288	KVA	A	56.38				6	338.28 KVA	1	OK		
XE498288	TOD-1 05-11 KVAH	A	0	01-APR- 2025 00:00	191375	01-MAY- 2025 00:00	6852.5	6	41115 KVAH	1	OK	
XE498288	TOD-2 11-17 KVAH	A	0	01-APR- 2025 00:00	336245.5	01-MAY- 2025 00:00	338056	1810.5	6	10863 KVAH	1	OK
XE498288	TOD-3 17-23 KVAH	A	0	01-APR- 2025 00:00	266118	01-MAY- 2025 00:00	274124	8006	6	48036 KVAH	1	OK
XE498288	TOD-4 23-05 KVAH	A	0	01-APR- 2025 00:00	380623.5	01-MAY- 2025 00:00	382726	2103	6	12618 KVAH	1	OK
XE498288	KWH	A	0	01-APR- 2025 00:00	1133993. 5	01-MAY- 2025 00:00	115193 9	17945. 5	6	107673 KWH	1	OK

निर्धारित यूनिट/ Assessed Unit(A)	0.00	मीटर यूनिट/ Meter Units(C)	112632	प्रारंभिक अधिशेष सौर यूनिट/ Opening Surplus Solar Units	0.00	अंतिम अधिशेष सौर यूनिट/ Closing Surplus Solar Units	0.00
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"IMAGE NOT AVAILABLE"	1. विद्युत आपूर्ति संहिता-2005 के खण्ड 9.3 के अन्तर्गत इस बिल को अन्तिम नोटिस माना जायेगा। बकाया का भुगतान न करने पर किसी भी तिथि पर आपूर्ति काटी जा सकती है / This Bill will be construed as Final Notice under Section 9.3 of Electricity Supply Code - 2005. Supply can be disconnected at any date on Non-payment of Dues.
	2. 7859804803 पर मिसड कॉल करके विद्युत सम्बन्धी सेवायें व्हाट्सएप पर प्राप्त करें / To get electricity related services on Whatsapp give a missed call on 7859804803
	3. उपभोक्ता अपने बिल का भुगतान विद्युत कार्यालयों, राशन की दुकान, जनसुविधा केन्द्र, विद्युत सखी, मीटर रीडरों के माध्यम से तथा ऑनलाइन वेबसाइट 'www.uppcl.org' एवं मोबाइल एप 'UPPCL Consumer App' पर जाकर कर सकते हैं / Consumers can pay bills through Department Offices, Fair Price Shops, Jansuvidha Kendra, Vidyut Sakhi, Meter Readers and by visiting online website 'www.uppcl.org' & mobile app 'UPPCL Consumer App'.
	4. उपभोक्ता स्वयं अपने संयोजन का स्वीकृत भार पर बैठे वेबसाइट 'www.uppcl.org' एवं मोबाइल एप 'UPPCL Consumer App' पर जाकर बढ़ा सकते हैं / Consumers can themselves increase contracted load of their connection through the website 'www.uppcl.org' or through the mobile app 'UPPCL Consumer App'.
	5. डी.डी./चेक हेतु प्राप्तकर्ता / Pay DD/Cheque in favour of: EXECUTIVE ENGINEER-EUDD VI GHAZIABAD
	6. राष्ट्र हित में बिजली बचाव / Energy Saved is Energy Produced.

विभिन्न चार्जों का विवरण / Details of Miscellaneous Charges

Sr. No.	विवरण / Details	धनराशि/ Amount (₹)	Sr. No.	विवरण / Details	धनराशि/ Amount (₹)
1	अनन्तिम समायोजन /Provisional Adjustment (₹)	0.00	11	अनादित चेक प्रभार/Dishonor Cheque Charge (₹)	0.00
2	टैरिफ समायोजन /Tariff Adjustments (₹)	0.00	12	प्रतिभूति व्याज /Interest on Security (₹)(-)	0.00
3	क्रेडिट /Credit (₹)(-)	0.00	13	देय प्रतिभूति /Due Security (₹)	0.00
4	डेबिट /Debit (₹)	0.00	14	टी.डी.एस. राशि /TDS Amount (₹)	0.00
5	छूट /Rebate (₹)(-)	0.00	15	टी.सी.एस. राशि /TCS Amount (₹)	0.00
6	किश्त /Installment (₹)	0.00	16	अग्रिम भुगतान पर व्याज / Interest on Advance Payment (₹)(-)	0.00
7	आर्मर्ड केबल शुल्क/ Armoured Cable Cost (₹)	0.00	17	देय तिथि छूट समायोजन /Due date rebate adjustment (₹)(-)	8718.76
8	मीटर चार्ज / Meter Charges (₹)	0.00	18	AC शुल्क /Charges for AC (₹)	0.00
9	पुआवजा राशि / Compensation Amt (₹) (-)	0.00	19	ईधन और विजली अधिभार / FPPA Surcharge (₹)	-18391.16
10	अनादित चेक धनराशि /Dishonor Cheque (₹)	0.00			

विद्युत चोरी/अनियमितता का राजस्व निर्धारण / Theft/UUE Revenue Assessment

Theft Assessment / विद्युत चोरी का राजस्व निर्धारण	0.00
LPSC on Theft Assessment / (विद्युत चोरी के राजस्व निर्धारण पर वित्तीय भुगतान अधिभार)	0.00
Total / (कुल)	0.00

अंतिम भुगतान का विवरण / Last Payment Details

भुगतान दिनांक / Payment Date	भुगतान धनराशि / Payment Amount (₹)	भुगतान माध्यम / Payment Mode	रसीद संख्या / Receipt No.
15-APR-2025	129983.00	payment via internet	523217755814

छ: माह का उपभोग / Last Six month's Consumption

Sr. No.	माह /Month	रिकॉर्डेड डिमांड/ Recorded Demand (kW / kVA)	उपभोग /Consumption in Units (kWh / kVAh)
1	APR-2025	305.76	107157.00
2	MAR-2025	340.56	132135.00
3	FEB-2025	324.96	142464.00
4	JAN-2025	315.60	135189.00
5	DEC-2024	315.48	131601.00
6	NOV-2024	346.44	111285.00

गणना विवरण /Calculation Details

Sr. No.	विवरण /Details	युनिट /Unit	दर /Rates (₹)	कुल धनराशि /Gross Amt. (₹)	सब्सिडी दर /Subsidy Rates (₹)	सब्सिडी धनराशि /Subsidy Amt. (₹)	नेट धनराशि /Net Amt. (₹)	
2	फिक्स्ड/मांग प्रभार/Fixed/Demand Charges	375.00	300.00	112500.00	0.00	0.00	112500.00	
3	टाइम ऑफ़ डे प्रभार /Time of Day(ToD)Charges	TOD-1	41115.00	6.035,0.000	248129.03	0.00	0.00	248129.03
		TOD-2	10863.00	7.100,0.000	77127.30	0.00	0.00	77127.30
		TOD-3	48036.00	8.165,0.000	392213.94	0.00	0.00	392213.94
		TOD-4	12618.00	7.100,0.000	89587.80	0.00	0.00	89587.80
4	विद्युत कर /Electricity Duty	0.00	0.00	67587.52	0.00	0.00	67587.52	
5	अतिरिक्त मांग प्रभार /Excess Demand Penalty	0.00	0.00	0.00	0.00	0.00	0.00	

ABBREVIATION	FULL FORM	ABBREVIATION	FULL FORM	ABBREVIATION	FULL FORM
PF	Power Factor	LPSC	Late Payment Surcharge	MF	Multiplying Factor
ToD	Time of Day	MU	Meter Units	IDF	Identified Defective
RDF	Reading Defective	CGST	Ceiling Defective	ASS	Assessment
TDS	Tax Deducted at Source	CGST	Central Goods & Services Tax	SGST	State Goods & Services Tax
TCS	Tax Collected at Source	Misc.	Miscellaneous		A/C: 5233026000/523994030715

Printed By: report

Bill Type:

Print Date: 5/5/2025 01:09:45 PM

महाप्रबन्धक (जा.)
नगर निगम गाजियाबाद

Date: 29.04.2025

TO:

The General Manager (Water),

Ghaziabad Nagar Nigam

Ghaziabad-201010

Subject: Request for 100 KLD STP treated Water Supply Approval as per Agreement attached.

Dear Sir,

I am writing to kindly request the approval for the supply of 100 KLD of STP treated water, as per the attached agreement (Certificate No. IN-UP39685824361059X) entered into with Ghaziabad Nagar Nigam and Ghaziabad Water Solutions Private Limited, effective from 29th April 2025.

In addition, we request permission to draw the remaining 40 KLD of water from ground water sources only for domestic purposes.

We also wish to inform you that Mr. N. S. Sundaram (CEO) is duly authorized to sign the agreement on behalf of Paharpur 3P Pvt. Ltd.

We look forward to your kind approval for the above water supply arrangement.

Thank you for your attention and support.

For PAHARPUR 3P PVT. LTD.

N. S. Sundaram Authorised Signatory

N. S. Sundaram

Chief Executive Officer

Contact No - 8800900870

*Chief
GM*
महाप्रबन्धक (जल)
नगर निगम गाजियाबाद

PAHARPUR 3P PRIVATE LIMITED

Registered office: 21/3 Diamond Harbour Road, Kolkata 700027, India

Factory address: Plot No. 1, Sector IV, Ghaziabad Industrial Area, Ghaziabad 201010, Uttar Pradesh, India

Phone: +91-120-4389133, Fax: +91-120-4389131, CIN: 105400WB2014PTC200219, www.paharpur3p.com

ISO 9001:2015, ISO 14001:2015, ISO 45001:2018

registered and existing under the Companies Act, 2013 having CIN U41000TN2020PTC135253, and having its registered office at "WABAG House" No. 17, 200 Feet Thoraipakkam - Pallavaram Main Road, Sunnambu Kolathur, Chennai 600117 (hereinafter referred to as the Concessionaire, which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns) of the **SECOND PART**; **GNN and Concessionaire (100% subsidiary of M/s VA Tech Wabag Ltd., the concessionaire)** are hereinafter collectively referred to as **first Parties**.

AND

- (iii) **M/s Paharpur 3P Private Limited**, having its registered office at Plot 19; Site-IV; Sahibabad Industrial Area; Ghaziabad; Uttar Pradesh-201010, and office at Plot 19; Site-IV; Sahibabad Industrial Area; Ghaziabad; Uttar Pradesh-201010 under the Sahibabad Industrial Association, Jurisdiction Area: [*], (hereinafter referred to as "**User**" which expression shall unless repugnant to the context, mean and include its permitted assignees) of the **THIRD PART**;
- (iv) **Sahibabad Industrial Association**, having its registered office at (Insert full Address) Sahibabad (hereinafter referred to as "**SIA**" which expression shall unless repugnant to the context, mean and include its permitted assignees) of the **FOURTH PART**.

M/s Paharpur3P Private Limited and SIA are hereinafter collectively referred to as **Second Parties**.

Each of First Party and Second Party hereinafter to be referred individually as the "**Party**" and collectively as the "**Parties**".

WHERE AS

- A. GNN intends to develop a "Public Private Partnership (PPP)-Hybrid Annuity Model (HAM) to set up a Tertiary Treatment plant to treat secondary treated water from Indirapuram Sewage treatment plant (hereinafter referred to as "**TSTP**") to supply Industrial Grade Water to industrial units situated under the jurisdiction area of **Sahibabad Industrial Association**, Ghaziabad from Ghaziabad Nagar Nigam" (the "**Project**").
- B. Based on the requirements, SIA and GNN had held discussions and signed Memorandum of Undertaking dated 17/02/2021 and based on the MOU, SIA agreed to GNN's proposal for supply of 40 MLD Recycled Water at SIA's premises.

Concessionaire will implement, operate and maintain the Project Facility and supply the Recycled Water to the User on behalf of GNN.

- C. The Parties now agree to the following understanding in relation to the supply of Recycled Water ("**Product**") by the First Party to the Second Party as per this Agreement.

महाप्रबन्धक (जल)
नगर निगम गाजियाबाद

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For PAHARPUR 3P PVT. LTD.
N. S. Shrivastava

Authorised Signatory

Now, THEREFORE, the Parties hereto agree as follows:

1. **Project Facility**

Project Facility means collectively the following:

- (a) Waste water treatment plant including ultra-filtration and reverse osmosis (UF&RO) plant being constructed in STP premises at Indirapuram [collectively referred to as "**Tertiary Treatment and Reverse Osmosis plant (TTRO)**"],
- (b) Pumping station(s) for product supply,
- (c) Conveyance pipeline from Indirapuram TTRO premises to SIA's premises on exclusive basis, for supply of the treated water, and
- (d) Includes any other infrastructure that forms or may form part of the Project Facility at a future date.

The Project facility is being developed by GNN along with the Concessionaire. The commercial operations date (hereinafter referred to as "**COD**") of 40 million Liters per Day (MLD) supply of the Product by the First Party to Second Party would be presumably in the Month of April in year 2024.

2. **Contracted Quantity**

- (a) The contracted quantity (hereinafter referred to as "**Contracted Quantity**") is 100 kilo liter Per Day (KL) of the Product. The Date of Commencement will be presumably April, 2025. In case of delay the first parties shall inform the Second Parties in writing.
- (b) The First Parties assures the Second Parties that supply of Contracted Quantity of the Product shall be undertaken as per the terms and conditions provided in this Agreement.
- (c) The supply obligations on the part of the GNN and payment obligations on the part of the User shall commence from the actual COD. The User shall off take the Contracted Quantity of the Product for the Supply Period from the GNN, from the COD onwards.
- (d) "**Supply Period**" would mean the period on daily basis i.e., calendar day.
- (e) The actual supply may vary for about +/- 5% of the Contracted Quantity. The User will be billed and shall pay for the actual quantity delivered to the User.
- (f) The Contracted Quantity of the Product shall be supplied equally in a period spread of 24 hours.

3. **Delivery of Water**

- (a) Water shall be delivered from Indirapuram TTRO to Second Parties at the junction of approach road for the unit/works and public road. First Parties shall have to make all arrangements to deliver the water from source and other allied infrastructure and comprehensive networks, and the same shall be maintained by the First Parties. All the capital cost and maintenance cost shall be borne by the First Parties and hence Second Parties are bound to draw water for a minimum period of Fifteen years (i.e., contract period).

महाप्रबन्धक (जल)
नगर निगम गाजियाबाद

3 of 14 | Page

For PAHARPUR 3P PVT. LTD.

N. S. Sharma

Second Parties shall make all proper and adequate arrangement as per rules & regulations of Ghaziabad Nagar Nigam and Applicable Laws for drawing water from the junction point of unit/factory/works approach road and public road at its own risk and cost. If any defect in inlet/connection arrangements or water using equipment's arise the same shall be rectified by the Second Parties. First Parties shall have an option to stop supply of water without any notice as soon as any defect or unsafe operation is notified in the Second Parties' inlet/connection arrangement or metering equipment, the decision with respect to which shall be of the First Parties and the same shall be absolute and binding upon the Second Parties. Inlet/connection arrangement means the installation of pipeline from the junction point of factory/ unit / works-approach road and public road to its unit, water meter, sluice valve, non-return valve etc. The said arrangement shall be made available by First Parties. Second Parties shall not have the right to adjust, clean, handle, replace, maintain, tinker, remove or modify in any manner all such above state inlet/connection arrangement at any time during the tenure of the Agreement.

- (b) Second Parties under no circumstances shall sublet/ lease/ sell/ create a change over on part or whole with the water related property at any given time, without the written consent of the First Parties.
- (c) Any production losses or any kind of losses whatsoever attributable to the functioning of the aforesaid equipment/installations for any reason whatsoever shall, in no way be the First Parties' responsibility and accordingly the First Parties shall not be held responsible for any such losses or damages in any circumstances.
- (d) Notwithstanding anything contained in any of the clauses of this contract, in case Second Parties are found to have tampered with the water metering equipment, the water supply to Second Parties will immediately be discontinued by the First Parties. The decision of the First Parties in this connection shall be final and binding upon Second Parties. Second Parties shall pay the penalty and losses occurring to First Parties before resumption of the supply. If the amount is not paid by the Second Parties within 7 (seven) days from the receipt of Debit Note from GNN/Concessionaire, this contract shall be liable to be terminated by the First Parties and the equivalent amount as per the agreement demand at least for three years shall be recovered and the deposit paid by User shall be forfeited.
- (e) Water distribution equipment installed for supply of water like internal pipeline water meter, sluice valve, non-return valve from the junction point of approach road of factory/unit/works and public road to the factory/unit/works of the Second Parties are supposed to be property of GNN. First Parties or its authorised representative, at the risk and cost of Second Parties shall have rights of entry at all hours to the water metering station, route of pipeline up to all consumption points and water consuming facilities situated inside or outside the premises to the Second Parties.

It shall be the sole responsibility of Second Parties to safeguard the assets, such as pipeline, water meter, sluice valve, non-return valve etc.

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For PAHARPUR 3P PVT. LTD.
N. S. Kumar

Authorized Signatory

created under water distribution system inside or outside the premises up to the terminal point junction chamber in possession of the Second Parties against theft or pilferage etc. First Parties will restore and rehabilitate the damaged distribution system at the risk and cost of the User in the event where theft or pilferage etc. happens to the assets.

4. Supply Price for the Product

- (a) Initial Supply price of Rs. 45.90 per KL shall be payable by the User to the GNN, for the supply of the Product, for the 1st year.
- (b) An escalation of 5% shall be applicable every year, on the previous year's applicable price.

5. Quantity of Water

- (a) The Second Parties shall declare to the First Parties about the current requirements on daily basis with future requirement (if any).
- (b) First Parties shall supply water meter for the assessment of the quantity of water used by the User, Second Parties and the entire consumption of water shall be assessed through water meters;
- (c) First Parties shall install water meter at the premises of the User.
- (d) User can consume more water than the specified demand as per agreement. First Parties shall charge Rs. 45.90/- per kilo liter, or otherwise as per the revised rate. Further it is agreed by both the Parties, that during the billing cycle, if Second Parties have consumed less than 80% of the agreed demand, then First Parties will raise the bill for 80% of the agreed demand.
- (e) User (also keep SIA in loop) shall have to give prior notice of 7 days to the First Parties for shutting down for a period of a week (or less than that) and for shutting down the system the Second Parties shall have to pay Rs. 5,000/- (Rupees five thousand only) for more than 25mm connection in case of industry, along with outstanding and due water charges and Rs. 1,000/- (Rupees onethousand only) for 25mm and less than 25mm connection in case of industry alongwith outstanding and due water charges. In case of shutdown the connection for more than a week, Second Parties shall have to produce appropriate documentary evidence and certificate of Sahibabad Industrial Association for the shutdown / non-production of the factory for the period.
- (f) In case of the shutting down the connection without any sufficient cause, First Parties will charge as per the agreed demand. If First Parties seems/finds/observes that the Second Parties uses water by making other arrangement, First Parties shall have the right to recover the water charges at the rate of 80% of agreed demand, at least for three years to come.
- (g) In case the First Parties fails to supply the water due to force majeure condition or other situation like repairs / maintenance / electricity failure, outage etc. it shall be treated as unavoidable circumstances due to proactive actions/ preventive measures being taken to pre-empt such unwanted incident but in vain and therefore, Second Parties shall not be liable for any compensation / claim.
- (h) In accordance with sub clause (e) and (f) above Second Parties shall have to pay

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For PAHARPUR 3P PV? LTD.

N. S. Sharma

Authorised Signatory

Rs.10,000/- (Rupees ten thousand only) per connection for restarting the system to the First Parties.

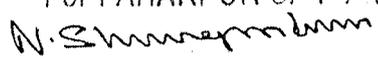
- (i) The First Parties shall treat the connection illegal on the following conditions:
 - i. If the water connection is taken without the prior permission of the First Parties;
 - ii. If the water meter installed in the premises of Second Parties is "by-passed";
 - iii. If at any time First Parties comes to the knowledge that any mischief/adjustment to the meter is carried out or found out or traces of tempering the meter is spotted;-
 - iv. If at any time First Parties comes to the knowledge that the motor/pump or any other pumping device is attached or found for direct pumping from the water connection of the First Parties;
- (j) First Parties shall impose the penalty for the illegal connection as stated above.
- (k) Second Parties shall construct / provide an underground storage tank(s) at their own at their working place.
- (l) First Parties shall not allow any motoring/pumping directly from the connection of First Parties.

6. Measurement and Calibration

- a. The volume of water supplied under the contract shall be measured in standard cubic meter/kiloliter. The water meter shall be supplied, installed and maintained by First Parties.
- b. If Second Parties have any doubt on the proper working of the meter, it can request First Parties for the calibration of metering system along with an advance payment of Rs. 5,000/- (Rupees five thousand only) towards the calibration charges. First Parties shall undertake such checks / calibration of water meter system after the receipt of intimation from Second Parties in writing. Over and above calibration charges, the repairing / replacement of any part of the metering system after the warranty has expired will be charged on actual to the Second Parties, pending the final result of such calibration / recalibration, Second Parties shall not withhold the payment to the First Parties under the Agreement on this account, however, Second Parties may lodge its calibration / recalibration within a period of fourteen (14) days of such calibration / recalibration. The decision of First Parties in this respect will be unchallengeable and binding on the Second Parties and such claim, if found correct by the First Parties shall be adjusted against subsequent invoice(s) of supply water. No interest shall accrue to such refunds by the First Parties to the Second Parties.


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Authorised Signatory

7. Shutdown and Stoppage of Supply

- (a) The scheduled shut down of water supply on the one side from First Parties' end and on the other side of the Second Parties' end shall be limited in each case to fifteen (15) days in two periods of time in a year with each period being not shorter than five (5) days. The Party shall have to intimate at least fifteen (15) days prior to the proposed date of shut down.
- (b) Second Parties shall inform First Parties immediately about any defects in the water inlet/connection arrangement of the Second Parties calling for the complete or partial stoppage of the supply of water. Provided that in all such cases, the provisions relating to the payment of minimum guaranteed consumption (i.e., 80% of the agreed demand) shall be applicable.
- (c) First Parties shall, likewise inform the Second Parties immediately about any defects in water installations and/or water pipeline of the First Parties calling for discontinuation or complete or partial stoppage of supply of water. First Parties shall not be liable for failure to perform or for delay in performing any provision(s) of the contract by Second Parties in such conditions and shall be held responsible for any losses or damages to Second Parties due to partial or complete stoppage of water supply. The provisions related to the payment of minimum guaranteed consumption (i.e., 80% of the agreed demand) shall not be applicable.

8. Failure of Supply

- (a) If First Parties are not unable to supply the Contracted Quantity of the Product during the Supply Period, either due to water quality not meeting the specified standard or for any reason, then the Supply Price shall be payable for the actual off-take quantity.
- (b) However, considering unexpected contingencies, the User is required to make alternate arrangements in case of failure to supply the Product by the First Parties to the User. The First Parties are to put all efforts to resume the supply of the Product to the User in the shortest possible time after the unexpected contingencies.

(c) Conveyance Pipeline

- (a) The right of way for laying of the Conveyance Pipeline in the User premises up to the point where First Parties' network ends and Second Parties' off-take network starts (hereinafter referred to as "Delivery Point"), would be provided free of cost by the User to the First Parties.
- (b) The User, at its premises, shall always facilitate the First Parties during the construction and operation & maintenance period by providing requisite permission etc. for carrying out the various works.
- (c) The First Parties shall be responsible for the safety and O&M of the Conveyance Pipeline up to Delivery Point.

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(d) Metering

- (a) Continuous Online Metering for determining the exact quantities of the Product supplied shall be done at the Delivery Point in the User premises. First Parties shall install a meter with a standby at the Delivery Point.
- (b) Necessary instrumentation for real time online monitoring of water quality shall be installed & maintained by the First Parties at the Delivery Point.
- (c) Periodical calibration of the water meters and water quality instruments shall be carried out by the First Parties along with the User.
- (d) The User shall provide adequate min. space or as per requirement for installation of the water meters.
- (e) Power requirement for the metering station shall be provided by the User.

(e) Water Quality

- a. The Product to be supplied by the GNN to the User shall be as per the standards specified in Annexure-I.
- b. In case the water quality is not as per the standards specified, then the User may stop the receipt of Product with immediate intimation to the GNN.
- c. Prior to usage of such Product, the User shall carry out the requisite quality tests of the Product to confirm the quality standards/requirements for its further intended use.
- d. The GNN shall not be responsible for the quality of Product beyond the Delivery Point.

(f) Security for Payment

- (a) Advance consumption charges (security deposit) shall be submitted by the User to the GNN in the form of Bank Guarantee (BG)/ Fixed Deposit in favour of Municipal Commissioner, Ghaziabad Nagar Nigam for the Contracted Quantity of the Product in the manner as specified therein above in Clause 3 i.e., Contracted Quantity in KL x 30 days x Supply Price. The advance consumption charges (security deposit) of one (1) Month charges in form of Bank Guarantee is fixed considering the current financial position of User. However, GNN reserves the right to increase the advance consumption charges in future.
- (b) The advance consumption charges shall be deposited (fifteen) 15 days prior to the anticipated / expected date of start of supply.
- (c) The User has to submit the Bank Guarantee for (thirty) 30 days advance consumption charges (security deposit) taking into consideration the yearly escalation in Supply Price of the Product. The differential amount shall also be submitted in the form of Bank Guarantee. Bank Guarantee shall be initially valid for one year and the same shall be extended every

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For PAHARPUR SP PV. LTD.
N. Shrivastava

Authorised Signatory

year before expiry date, with the escalated price.

(g) Payment Mechanism for Monthly Consumption Charges

- a. The bill for the Product consumed will be served once in a month.
- b. GNN & GWSPL will ensure that the bill reaches to the User by 10th day of every month. In any case if the bill is not received by 10th day, the User has to inform the same to the GNN on the 11th day and obtain the duplicate bill.
- c. The User has to pay the bill within (15) fifteen days from the date of email of the scan copy of the bill by the First Parties to the User, in the Bank Account as specified by the GNN, failing which the release of the Product will be stopped with seven (7) days prior intimation in writing to User.

(h) Disconnection

- (a) If the monthly consumption charges for the Product are not paid within the due date and subsequent notice for payment of the dues within seven (7) days, the Product supply to the User will be stopped and the connection shall be disconnected after giving a notice of fifteen (15) days and penalty of Rs.10,000/- will be levied on the User for reconnection, after clearing the bill.
- (b) Further, if the connection is disconnected, the User shall be charged an interest @1% per month from the due date to the date of actual payment over the outstanding due amount, in addition to the penalty of Rs.10,000/- for reconnection after clearing the bill.

(i) Dispute Resolution, Governing Law and Jurisdiction

- (a) In case of any dispute pertaining to the bills raised by the First Parties, the User shall bring to the notice of the concerned Parties within 7 (seven) days from the receipt of the bill, otherwise no objections will be admitted after 7 (seven) days.
- (b) Even if any bill raised by the First Parties is disputed, the User should pay the full amount of such disputed bill, pending settlement of the dispute through mutual understanding and excess payment, if any, will be adjusted in subsequent bills. In case of failure to arrive at a settlement through mutual understanding, the Parties are free to resort to civil proceedings
- (c) Dispute Resolution Mechanism:

- (i) All disputes and differences, whatsoever, arising between the parties out of or relating to or in connection with the meaning, scope, operation or effect of this Agreement or breach thereof

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For PAHARPUR SP PV. LTD.

A. Sharmayandam

Authorised Signatory

shall be settled between the First Parties and Second Parties amicably. In the event of any dispute, the parties shall endeavor to resolve such dispute by discussion in good faith in the first instance within 30 (thirty) days of notice of such dispute.

- (ii) If, however, the parties are not able to resolve their disputes and differences amicably as aforesaid, such disputes and differences whatsoever arising between the parties out of or relating to or in connection with the meaning, operation or effect of this Agreement or the breach shall be settled at competent jurisdiction by civil proceedings.
- (iii) Notwithstanding the existence of any dispute and differences or Court Case in terms hereof or otherwise, work under the contract shall continue and be bound to continue to perform their respective obligations according to be contract, and the parties shall remain liable and bound in all respects under the Contract.
- (iv) The Civil Courts at Ghaziabad, India with the exclusion of all other courts shall alone have jurisdiction over all matters relating to this contract and the disputes and differences arising from the same. Governing law shall be Laws of India.

(j) Force Majeure

"Force Majeure" shall mean any event or circumstance or combination thereof which prevents the Party claiming Force Majeure (the 'Affected Party') from performing its obligations under this Agreement and which event or circumstance:

- (i) is beyond the reasonable control and not arising out of the default of the Affected Party;
- (ii) the Affected Party has been unable to overcome such circumstance or event by the exercise of due diligence and reasonable efforts, skill and care; and
- (iii) has a material adverse effect on the subsistence of this Agreement.

Such events or circumstances shall include, without limitation, the effect of any natural element or other acts of State or God, including but not limited to, fire, flood, earthquake, lightning, cyclone, landslides or other natural disasters, strikes or other industrial disturbances, war, riots, civil commotion, terrorist attacks, embargoes, blockades, governmental restriction, intervention of defense authorities or any change in laws applicable to any Party hereto or to the Project.

- (a) A Party shall not be liable to the other Party for any loss, injury, delay, damages or other casualty suffered or incurred by the latter due to Force Majeure, and any failure or delay by any Party in performance of its obligations under this Agreement due to

महाप्रबन्धक (जल)
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For PAHARPUR 3P PV. LTD.

N. S. Sharma

Authorised Signatory

Force Majeure shall not be considered as a breach of this Agreement.

- (b) The Party suffering Force Majeure shall notify the other Parties in writing promptly after the occurrence of such Force Majeure event. Such Party shall, to the extent reasonable and lawful, use its best efforts to remove or remedy such cause. Upon the occurrence of a Force Majeure event, the Party claiming Force Majeure shall use all reasonable methods to continue to perform its obligations under this Agreement and to minimize the adverse effects of such circumstances. Such a Party shall notify the other Parties of the steps it proposes to take including any reasonable alternative means for performance. In the event any obligation cannot be performed due to continuance of a Force Majeure event for a period of 7 days or more, the Parties agree that the time period for the performance of such obligation shall stand extended for an equivalent period after such time as the Force Majeure event ceases to exist.
- (c) If, as a result of a Force Majeure event, the Project has been rendered unviable or un-bankable or the Force Majeure event is not likely to be cured within a reasonable foreseeable period, the Parties may decide to terminate this Agreement in respect of such Project in which case the Parties shall be entitled to receive payments accrued and due to them, before the occurrence of the Force Majeure event.

(k) Validity, Effectiveness and Operation of this Agreement

This Agreement:

- (a) Agreement commencement date shall be treated as effective from the date of the agreement signed in between the First Parties and the Second Parties for utility of the product and it shall be valid. It will be binding upon both the Parties for a period of 15 (fifteen) years initially from the date of Commencement and until 15 years ("Validity Period") that may be extended to further period of time with consensual approach of the Parties.
- (b) will remain in place until such time as one or all Parties determine otherwise,
- (c) shall be executed in English in four originals, one for each Party, and
- (d) can be amended at any time by a written agreement between the Parties or may be mutually extended by the Parties in writing.
- (e) This Agreement may be extendable for a mutually agreeable period as per mutual consent between the Parties on the existing terms and

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For PAHARPUR 3P PVY, LTD.

W. S. Shrivastava

Authorized Signatory

conditions.

Further, the Parties agree that:

- (a) First Parties will take all measures to ensure smooth and regular supply of the Product to the User but First Parties shall not be responsible for loss of property or life or what so ever it may be due to shortage in supply due to accidental or unforeseen circumstances or matters beyond the control of the First Parties.
- (b) The First Parties will inform 48 hours in advance to the User about the stoppage of the Product for maintenance of various water supply installations.
- (c) The User shall not resort for direct pumping from the GNN mains unless otherwise it is permitted by GNN as the case may be.
- (d) The User should approach the GNN well in advance before the expiry date, for renewal of this Agreement.

(l) Termination

- a. Any Party may terminate this Agreement prior to expiry of its Validity Period, by 3 months' written notice to the other Parties.
- b. This Agreement is terminable upon the occurrence of a Material Breach (as defined below) which has a Material Adverse Effect. This Agreement will also terminate automatically upon the bankruptcy of any Party hereto.
- c. For the purpose of this clause:

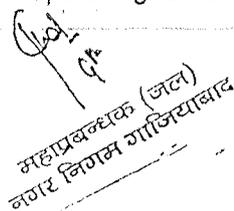
"Material Breach" means a breach of the obligations, terms and conditions of this Agreement or covenants by a Party, which materially and substantially affects the performance of the transactions contemplated by this Agreement and results in a Material Adverse Effect.

"Material Adverse Effect" means circumstances which may or do (i) render any right vested in a Party by the terms of this Agreement ineffective; or (ii) adversely affect or restrict or frustrate the ability of any Party to observe and perform in a timely manner its obligations under this Agreement; or (iii) adversely affects the legality, validity, binding nature or enforceability of this Agreement.

- d. The termination of this Agreement shall not affect the rights of the Parties accrued prior to such termination.

(m) Review

- (a) The Parties will review the Contract to consider consistency with the operating arrangements and requirements and such other matters



 महाराष्ट्र राज्य (जल)

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For PAHARPUR 3P PV, LTD.

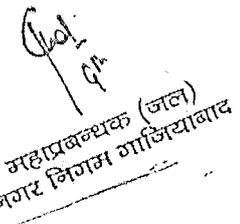
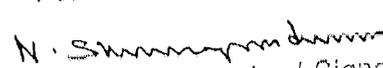
N. Sharmasundaram

Authorised Signatory

agreed between the Parties, during the course of the Contract.

(b) A Review Committee comprising of members from the respective Parties may be set up.

The Parties confirm that they have carefully gone through the contents of this Agreement and agree to abide by the terms and conditions as laid down herein.

Signed for and on behalf of GNN by:	Signed for and on behalf of Paharpur 3P Private Limited by:
 <p>Name: महप्रबन्धक (जल) Designation: महप्रबन्धक (जल) Date of signing:</p>	<p>For PAHARPUR 3P PV, LTD.  Authorised Signatory</p> <p>Name: Natarajan Shunmuga Sundaram Designation: CEO Date of signing:</p>
Signed for and on behalf of GWSPL by:	Signed for and on behalf of SIA by:
<p>Name: Designation: Date of signing:</p>	<p>Name: Designation: Date of signing:</p>

Witness:

First Party

Second Party

1.

1.

2.

2.

Annexure- 1

Product (Recycled Water) Quality and Specifications

Tertiary Treated Effluent Parameters			
Sr. No.	Parameter	Unit	Tertiary Treated – Industrial Grade Water
1	2	3	4
1	Turbidity	NTU	< 5
2	pH	-	6.0 – 7.5
3	Total Hardness as CaCO ₃	mg/l	< 300
4	Iron as Fe	mg/l	< 0.25
5	TDS	mg/l	< 500
6	BOD ₅	mg/l	< 2
7	COD	mg/l	< 50
8	Total Suspended Solids	mg/l	< 2
9	Total Nitrogen as N	mg/l	< 10
10	Total Phosphorus	mg/l	1
11	Apparent Color	Hazen Units	< 50
12	Alkalinity	mg/l	< 50

Signed for and on behalf of GNN by:	Signed for and on behalf of Paharpur 3P Private Limited by:
<p style="text-align: center;">  Name: Designation Date of signing </p> <p style="text-align: center;"> प्रबंधक (जल) हर निगम गाजियाबाद </p>	<p style="text-align: center;"> For PAHARPUR 3P PRIVATE LIMITED.  Authorised Signatory Name: Natarajan Shunmuga Sundaram Designation: CEO Date of signing: </p>

PASHCHIMANCHAL VIDYUT VITRAN NIGAM LIMITED
पश्चिमांचल विद्युत वितरण निगम लि०

Payment Receipt

Printed Date: 11-03-2025 11:13

Receipt No.	988300355252	Division Code:	DIVIA0921
Collection Date:	11/03/2025	Division Name:	EUDD II GHAZIABAD
Account No.:	9885456000	Vendor Control ID:	7094965131
Consumer Name:	PAHARPUR COOLING TOWAR,	Address:	19, SITE-IV, SAHIBABAD SAHIBABAD
Mode of Payment	CHEQUE/DD No.	BANK NAME	AMOUNT
CHEQUE	000795	ICICI BANK LTD.	1022702
Type of Payment			Total Amount Received (Rs): 1022702
			Balance Amount (Rs) : NA

Total Amount Received(Rs): Ten Lakh Twenty Two Thousand Seven Hundred Two Only

Payment Taken By: ASHISH188
Receipt Printed By: ASHISH188

Note: The Payment made by Cheque(s) is subject to Realization. Kindly consider this receipt as "Provisional" till the payment made by cheque(s) is Realized.



GANGA PROCESSORS

18/11, Site-IV, Industrial Area, Sahibabad, Ghaziabad (U.P.)

Ref. No.

Dated.....

AUTHORIZATION LETTER

I, SANIFEV TIYAGI, PARTNER OF GANGA PROCESSORS, would like to authorize myself for the water supply agreement related works with Ghaziabad Nagar Nigam, Registered Office /Factory 18/11, Site 4, Sahibabad Industrial Area, Sahibabad, Ghaziabad, Uttar Pradesh 201010.

We have requirement of 140 Kilo Liter Per day.

For GANGA PROCESSORS

9810079754

Partner

(1/0)

भारतप्रबन्धक (जल)
नागर नियम गाजियाबाद

H. O. : 15, Raj Block, Naveen Shahdara, Delhi-110032.



466
INDIA NON JUDICIAL

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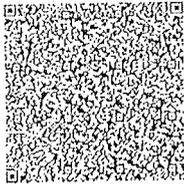
IN-UP77365283880294W

Government of Uttar Pradesh

e-Stamp

PREETI GAUTAM
ACC CODE - UP - 082104
LICENSE NO - 485
TEHSIL & DISTT - GHAZIABAD

Certificate No.	:	IN-UP77365283880294W
Certificate Issued Date	:	12-Jun-2024 01:12 PM
Account Reference	:	NEWIMPACC (SV)/ up14082104/ GHAZIABAD SADAR/ UP-GZB
Unique Doc. Reference	:	SUBIN-UPUP1408210451142658395327W
Purchased by	:	GANGA PROCESSORS
Description of Document	:	Article 5 Agreement or Memorandum of an agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	
First Party	:	GHAZIABAD NAGAR NIGAM
Second Party	:	GANGA PROCESSORS
Stamp Duty Paid By	:	GANGA PROCESSORS
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)



Please write or type below this line

**AGREEMENT FOR THE SUPPLY OF RECYCLED SEWAGE WATER
FOR INDUSTRIAL USE BY THE UNITS / INDUSTRIES IN THE AREA
UNDER SAHIBABAD INDUSTRIAL AREA, GHAZIABAD**

This Agreement is drawn on the 11TH day of JUNE 2024 between:

- (i) **GHAZIABAD NAGAR NIGAM**, established under the Uttar Pradesh Municipal Corporation Act, 1959, having its office at Ghaziabad Nagar Nigam, Navyug Market, Opp. Old Bus Stand, Ghaziabad - 201001 (U.P.) (hereinafter referred to as "GNN/Seller", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-office and permitted assigns) of the **FIRST PART**;

For **GANGA PROCESSORS**

Partner

महाप्रब (जल)
नगर निगम गाजियाबाद

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Statutory Alert:

- 1. The authenticity of this Stamp certificate should be verified at 'www.stampestamp.com' or using 'e-Stamp Mobile App of State Government'. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
- 2. The onus of checking the legitimacy is on the users of the certificate.
- 3. In case of any discrepancy, please inform the Competent Authority.

(hereinafter referred to as "GNN/Seller", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-office and permitted assigns) of the **FIRST PART**;

- (ii) **GHAZIABAD WATER SOLUTIONS PRIVATE LIMITED** (hereinafter referred to as "GWSPL"), a Special Purpose Vehicle (SPV) incorporated, registered and existing under the Companies Act, 2013 having CIN U41000TN2020PTC135253, and having its registered office at "WABAG House" No. 17, 200 Feet Thoraipakkam - Pallavaram Main Road, Sunnambu Kolathur, Chennai 600117 (hereinafter referred to as the Concessionaire, which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns) of the **SECOND PART**:

GNN and Concessionaire (100% subsidiary of M/s VA Tech Wabag Ltd., the concessionaire) are hereinafter collectively referred to as first Parties.

AND

- (iii) M/s **GANGA PROCESSORS** having its office at 18/11 SITE-4 INDUSTRIAL AREA SAHIBABAD GHAZIABAD UP 201010 under the Sahibabad Industrial Association, Jurisdiction Area: [*], (hereinafter referred to as "User" which expression shall unless repugnant to the context, mean and include its permitted assignees) of the **THIRD PART**;
- (iv) **Industrial Association (Regd.), TRANS HINDON SAHIBABAD** having its registered office at (Insert full Address) Sahibabad (hereinafter referred to as which expression shall unless repugnant to the context, mean and include its permitted assignees) of the **FOURTH PART**.

M/s **GANGA PROCESSORS** and (**INDUSTRIAL ASSOCIATION REGD. TRANS HINDON SAHIBABAD**) are hereinafter collectively referred to as Second Parties.

Each of First Party and Second Party hereinafter to be referred individually as the "Party" and collectively as the "Parties".

WHERE AS

- A. GNN intends to develop a "Public Private Partnership (PPP)-Hybrid Annuity Model(HAM) to set up a Tertiary Treatment plant to treat secondary treated water from Indirapuram Sewage treatment plant (hereinafter referred to as "TSTP") to supply Industrial Grade Water to industrial units situated under the jurisdiction area of **Sahibabad Industrial Association, Ghaziabad** from Ghaziabad Nagar Nigam" (the "Project").

For **GANGA PROCESSORS**



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- C. The Parties now agree to the following understanding in relation to the supply of Recycled Water ("Product") by the First Party to the Second Party as per this Agreement.

Now, THEREFORE, the Parties hereto agree as follows:

1. **Project Facility**

Project Facility means collectively the following:

- (a) Waste water treatment plant including ultra-filtration and reverse osmosis (UF&RO) plant being constructed in STP premises at Indirapuram [collectively referred to as "Tertiary Treatment and Reverse Osmosis plant (TTRO)"],
- (b) Pumping station(s) for product supply,
- (c) Conveyance pipeline from Indirapuram TTRO premises to MIA's premises on exclusive basis, for supply of the treated water, and
- (d) Includes any other infrastructure that forms or may form part of the Project Facility at a future date.

The Project facility is being developed by GNN along with the Concessionaire. The commercial operations date (hereinafter referred to as "COD") of 40 million Liters per Day (MLD) supply of the Product by the First Party to Second Party would be presumably in the Month of April in year 2024.

2. **Contracted Quantity**

- (a) The contracted quantity (hereinafter referred to as "Contracted Quantity") is 140 kilo liter Per Day (KL) of the Product. The Date of Commencement will be presumably April, 2024. In case of delay the first parties shall inform the Second Parties in writing.
- (b) The First Parties assures the Second Parties that supply of Contracted Quantity of the Product shall be undertaken as per the terms and conditions provided in this Agreement.
- (c) The supply obligations on the part of the GNN and payment obligations on the part of the User shall commence from the actual COD. The User shall off take the Contracted Quantity of the Product for the Supply Period from the GNN, from the COD onwards.
- (d) "Supply Period" would mean the period on daily basis i.e., calendar day.
- (e) The actual supply may vary for about +/- 5% of the Contracted Quantity. The User will be billed and shall pay for the actual quantity delivered to the User.
- (f) The Contracted Quantity of the Product shall be supplied equally in a period spread of 24 hours.

3. **Delivery of Water**

- (a) Water shall be delivered from Indirapuram TTRO to Second Parties at the junction of approach road for the unit/works and public road. First

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Parties shall have to make all arrangements to deliver the water from source and other allied infrastructure and comprehensive networks, and the same shall be maintained by the First Parties. All the capital cost and maintenance cost shall be borne by the First Parties and hence Second Parties are bound to draw water for a minimum period of Fifteen years (i.e., contract period).

Second Parties shall make all proper and adequate arrangement as per rules & regulations of Ghaziabad Nagar Nigam and Applicable Laws for drawing water from the junction point of unit/factory/works approach road and public road at its own risk and cost. If any defect in inlet/connection arrangements or water using equipment's arise the same shall be rectified by the Second Parties. First Parties shall have an option to stop supply of water without any notice as soon as any defect or unsafe operation is notified in the Second Parties' inlet/connection arrangement or metering equipment, the decision with respect to which shall be of the First Parties and the same shall be absolute and binding upon the Second Parties. Inlet/connection arrangement means the installation of pipeline from the junction point of factory/ unit / works-approach road and public road to its unit, water meter, sluice valve, non-return valve etc. The said arrangement shall be made available by First Parties. Second Parties shall not have the right to adjust, clean, handle, replace, maintain, tinker, remove or modify in any manner all such above state inlet/connection arrangement at any time during the tenure of the Agreement.

- (b) Second Parties under no circumstances shall sublet/ lease/ sell/ create a change over on part or whole with the water related property at any given time, without the written consent of the First Parties.
- (c) Any production losses or any kind of losses whatsoever attributable to the functioning of the aforesaid equipment/installations for any reason whatsoever shall, in no way be the First Parties' responsibility and accordingly the First Parties shall not be held responsible for any such losses or damages in any circumstances.
- (d) Notwithstanding anything contained in any of the clauses of this contract, in case Second Parties are found to have tampered with the water metering equipment, the water supply to Second Parties will immediately be discontinued by the First Parties. The decision of the First Parties in this connection shall be final and binding upon Second Parties. Second Parties shall pay the penalty and losses occurring to First Parties before resumption of the supply. If the amount is not paid by the Second Parties within 7 (seven) days from the receipt of Debit Note from GNN/Concessionaire, this contract shall be liable to be terminated by the First Parties and the equivalent amount as per the agreement demand at least for three years shall be recovered and the deposit paid by User shall be forfeited.
- (e) Water distribution equipment installed for supply of water like internal pipeline water meter, sluice valve, non-return valve from the junction point of approach road of factory/unit/works and public road to the factory/unit/works of the Second Parties are supposed to be property of

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GNN. First Parties or its authorised representative, at the risk and cost of Second Parties shall have rights of entry at all hours to the water metering station, route of pipeline up to all consumption points and water consuming facilities situated inside or outside the premises to the Second Parties.

It shall be the sole responsibility of Second Parties to safeguard the assets, such as pipeline, water meter, sluice valve, non-return valve etc. created under water distribution system inside or outside the premises up to the terminal point junction chamber in possession of the Second Parties against theft or pilferage etc. First Parties will restore and rehabilitate the damaged distribution system at the risk and cost of the User in the event where theft or pilferage etc. happens to the assets.

4. Supply Price for the Product

- (a) Initial supply price of Rs. 45.90 per KL shall be payable by the User to the GNN, for the supply of the Product, for the 1st year.
- (b) An escalation of 5% shall be applicable every year, on the previous year's applicable price.

5. Quantity of Water

- (a) The Second Parties shall declare to the First Parties about the current requirements on daily basis with future requirement (if any).
- (b) First Parties shall supply water meter for the assessment of the quantity of water used by the User, Second Parties and the entire consumption of water shall be assessed through water meters;
- (c) First Parties shall install water meter at the premises of the User.
- (d) User can consume more water than the specified demand as per agreement. First Parties shall charge Rs. 45.90/- per kiloliter, or otherwise as per the revised rate. Further it is agreed by both the Parties, that during the billing cycle, if Second Parties have consumed less than 80% of the agreed demand, then First Parties will raise the bill for 80% of the agreed demand.
- (e) User (also keep SIA in loop) shall have to give prior notice of 7 days to the First Parties for shutting down for a period of a week (or less than that) and for shutting down they as well as the Second Parties shall have to pay Rs. 5,000/- (Rupees five thousand only) for more than 25mm connection in case of Industry, along with outland and due water charges and Rs. 1,000/- (Rupees one thousand only) for 25mm and less than 25mm connection in case of Industry along with outland and due water charges. In case of shutdown the connection for more than a week, Second Parties shall have to produce appropriate documentary evidence and certificate of Sahlabad Industrial Association for the shutdown / non-production of the factory for the period.
- (f) In case of the shutting down the connection without any sufficient cause, First Parties will charge as per the agreed demand. If First Parties observe/finds/observes that the Second Parties use water by making other arrangement, First Parties shall have the right to recover the water charges at the rate of 80% of agreed demand, at least for three years to come.

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- (g) In case the First Parties fail to supply the water due to force majeure condition or other situation like repairs / maintenance / electricity failure, outage etc. it shall be treated as unavoidable circumstances due to proactive actions/preventive measures being taken to pre-empt such unwanted incident but in vain and therefore, Second Parties shall not be liable for any compensation /claim.
- (h) In accordance with subclause (e) and (f) above Second Parties shall have to pay Rs. 10,000/- (Rupees ten thousand only) per connection for restarting the system to the First Parties.
- (i) The First Parties shall treat the connection illegal on the following conditions:
- If the water connection is taken without the prior permission of the First Parties;
 - If the water meter installed in the premises of Second Parties is "by-passed";
 - If at any time First Parties come to the knowledge that any mischief/adjustment to the meter is carried out or found out or traces of tempering the meter is spotted;
 - If at any time First Parties come to the knowledge that the motor/pump or any other pumping device is attached or found for direct pumping from the water connection of the First Parties;
- (j) First Parties shall impose the penalty for the illegal connection as stated above.
- (k) Second Parties shall construct / provide an underground storage tank(s) at their own at their working place.
- (l) First Parties shall not allow any motor/pumping directly from the connection of First Parties.

6. Measurement and Calibration

- a. The volume of water supplied under the contract shall be measured in standard cubic meter/kiloliter. The water meters shall be supplied, installed and maintained by First Parties.
- b. If Second Parties have any doubt on the proper working of the meter, it can request First Parties for the calibration of metering system along with an advance payment of Rs. 5,000/- (Rupees five thousand only) towards the calibration charges. First Parties shall undertake such checks / calibration of water meters system after the receipt of intimation from Second Parties in writing. Over and above calibration charges, the repairing/replacement of any part of the metering system after the warranty has expired will be charged on actual to the Second Parties, pending the final result of such calibration / recalibration, Second Parties shall not withhold the payment to the First Parties under the Agreement on this account, however, Second Parties may lodge its calibration/recalibration within a period of fourteen (14) days of such calibration/recalibration. The decision of First Parties in this respect will be unchallengeable and binding on

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the Second Parties and such claim, if found correct by the First Parties shall be adjusted against subsequent invoice(s) of supply water. No interest shall accrue to such refunds by the First Parties to the Second Parties.

7. Shutdown and Stoppage of Supply

- (a) The scheduled shut down of water supply on the one side from First Parties' end and on the other side of the Second Parties' end shall be limited in each case to fifteen (15) days in two periods of time in a year with each period being not shorter than five (5) days. The Party shall have to intimate at least fifteen (15) days prior to the proposed date of shutdown.
- (b) Second Parties shall inform First Parties immediately about any defects in the water inlet/connection arrangement of the Second Parties calling for the complete or partial stoppage of the supply of water. Provided that in all such cases, the provisions relating to the payment of minimum guaranteed consumption (i.e., 80% of the agreed demand) shall be applicable.
- (c) First Parties shall, likewise inform the Second Parties immediately about any defects in water installations and/or water pipeline of the First Parties calling for discontinuation or complete or partial stoppage of supply of water. First Parties shall not be liable for failure to perform or for delay in performing any provision(s) of the contract by Second Parties in such conditions and shall be held responsible for any losses or damages to Second Parties due to partial or complete stoppage of water supply. The provisions related to the payment of minimum guaranteed consumption (i.e., 80% of the agreed demand) shall not be applicable.

8. Failure of Supply

- (a) If First Parties are not able to supply the Contracted Quantity of the Product during the Supply Period, either due to water quality not meeting the specified standard or for any reason, then the Supply Price shall be payable for the actual off-take quantity.
- (b) However, considering unexpected contingencies, the User is required to make alternate arrangements in case of failure to supply the Product by the First Parties to the User. The First Parties are to put all efforts to resume the supply of the Product to the User in the shortest possible time after the unexpected contingencies.

(c) Conveyance Pipeline

- (a) The right of way for laying of the Conveyance Pipeline in the User premises upto the point where First Parties' network ends and Second Parties' off-taken network starts (hereinafter referred to as "Delivery Point"), would be provided free of cost by the User to the First Parties.

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- (b) The User, at its premises, shall always facilitate the First Parties during the construction and operation & maintenance period by providing requisite permission etc. for carrying out the various works.
- (c) The First Parties shall be responsible for the safety and O&M of the Conveyance Pipeline upto Delivery Point.

(d) Metering

- (a) Continuous Online Metering for determining the exact quantities of the Product supplied shall be done at the Delivery Point in the User premises. First Parties shall install a meter with a standby at the Delivery Point.
- (b) Necessary instrumentation for real time online monitoring of water quality shall be installed & maintained by the First Parties at the Delivery Point.
- (c) Periodical calibration of the water meters and water quality instruments shall be carried out by the First Parties along with the User.
- (d) The User shall provide adequate min. space or as per requirement for installation of the water meters.
- (e) Power requirement for the metering stations shall be provided by the User.

(e) Water Quality

- a. The Product to be supplied by the GNN to the Users shall be as per the standards specified in Annexure-1.
- b. In case the water quality is not as per the standards specified, then the User may stop the receipt of Product with immediate intimation to the GNN.
- c. Prior to usage of such Product, the User shall carry out the requisite quality tests of the Product to confirm the quality standards/requirements for its further intended use.
- d. The GNN shall not be responsible for the quality of Product beyond the Delivery Point.

(f) Security for Payment

- (a) Advance consumption charges (security deposit) shall be submitted by the User to the GNN in the form of Bank Guarantee (BG)/ Fixed Deposit in favour of Municipal Commissioner, Ghaziabad Nagar Nigam for the Contracted Quantity of the Product in the manner as specified therein above in Clause 3 i.e., Contracted Quantity in KL x 30 days x Supply Price. The advance consumption charges (security deposit) of one (1) Month charges in form of Bank Guarantee is fixed considering the current financial position of User. However, GNN reserves the right to increase the advance consumption charges in future.
- (b) The advance consumption charges shall be deposited (fifteen) 15 days prior to the anticipated/expected date of start of supply.

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- (c) The User has to submit the Bank Guarantee for (thirty) 30 days advance consumption charges (security deposit) taking into consideration the yearly escalation in Supply Price of the Product. The differential amount shall also be submitted in the form of Bank Guarantee. Bank Guarantee shall be initially valid for one year and the same shall be extended every year before expiry date, with the escalated price.

(g) Payment Mechanism for Monthly Consumption Charges

- a. The bill for the Product consumed will be served once in a month.
- b. GNN & GWSP will ensure that the bill reaches to the User by 10th day of every month. In any case if the bill is not received by 10th day, the User has to inform the same to the GNN on the 11th day and obtain the duplicate bill.
- c. The User has to pay the bill within (15) fifteen days from the date of email of the scan copy of the bill by the First Parties to the User, in the Bank Account as specified by the GNN, failing which the release of the Product will be stopped with seven (7) days prior intimation in writing to User.

(h) Disconnection

- (a) If the monthly consumption charges for the Product are not paid within the due date and subsequent notice for payment of the dues within seven (7) days, the Product supply to the User will be stopped and the connection shall be disconnected after giving a notice of fifteen (15) days and penalty of Rs.10,000/- will be levied on the User for reconnection, after clearing the bill.
- (b) Further, if the connection is disconnected, the User shall be charged an interest @1% per month from the due date to the date of actual payment over the outstanding due amount, in addition to the penalty of Rs.10,000/- for reconnection after clearing the bill.

(i) Dispute Resolution, Governing Law and Jurisdiction

- (a) In case of any dispute pertaining to the bills raised by the First Parties, the User shall bring to the notice of the concerned Parties within 7 (seven) days from the receipt of the bill, otherwise no objections will be admitted after 7 (seven) days.
- (b) Even if any bill raised by the First Parties is disputed, the User should pay the full amount of such disputed bill, pending settlement of the dispute through mutual understanding and excess payment, if any, will be adjusted in subsequent bills. In case of failure to arrive at a settlement through mutual understanding, the Parties are free to resort to civil proceedings.

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(c) Dispute Resolution Mechanism:

- (i) All disputes and differences, whatsoever, arising between the parties out of or relating to or in connection with the meaning, scope, operation or effect of this Agreement or breach thereof shall be settled between the First Parties and Second Parties amicably. In the event of any dispute, the parties shall endeavor to resolve such dispute by discussion in faith and good faith in the first instance within 30 (thirty) days of notice of such dispute.
- (ii) If, however, the parties are not able to resolve their disputes and differences amicably as aforesaid, such disputes and differences whatsoever arising between the parties out of or relating to or in connection with the meaning, operation or effect of this Agreement or the breach shall be settled at competent jurisdiction by civil proceedings.
- (iii) Notwithstanding the existence of any dispute and differences or Court Case in terms hereof or otherwise, work under the contract shall continue and be bound to continue to perform their respective obligations according to the contract, and the parties shall remain liable and bound in all respects under the Contract.
- (iv) The Civil Courts at Ghaziabad, India with the exclusion of all other courts shall alone have jurisdiction over all matters relating to this contract and the disputes and differences arising from the same. Governing law shall be Law of India.

(j) Force Majeure

"Force Majeure" shall mean any event or circumstance or combination thereof which prevents the Party claiming Force Majeure (the 'Affected Party') from performing its obligations under this Agreement and which event or circumstance:

- (i) is beyond the reasonable control and not arising out of the default of the Affected Party;
- (ii) the Affected Party has been unable to overcome such circumstance or event by the exercise of due diligence and reasonable efforts, skill and care; and
- (iii) has a material adverse effect on the subsistence of this Agreement.

Such events or circumstances shall include, without limitation, the effect of any natural element or other acts of State or God, including but not limited to, fire, flood, earthquake, lightning, cyclone, landslides or other natural disasters, st

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rikesorotherindustrial disturbances, war, riots, civil commotion, terrorist attacks, embargoes,blockades,governmentalrestriction,intervention of defense authorities or any change in laws applicable to any Party hereto or to the Project.

- (a) A Party shall not be liable to the other Party for any loss, injury, delay,damages or other casualty suffered or incurred by the latter due to ForceMajeure, and any failure or delay by any Party in performance of itsobligationsunderthisAgreementduetoForceMajeureshallnotbe consideredasabreachofthis Agreement.
- (b) The Party suffering Force Majeure shall notify the other Parties in writingpromptly after the occurrence of such Force Majeure event. Such Party shall,to the extent reasonable and lawful, use its best efforts to remove or remedysuchcause.UpontheoccurrenceofaForceMajeureevent,thePartyclaimingForceMajeureshalluseall reasonablemethodstocontinue to perform its obligations under this Agreement and to minimize the adverse effects of such circumstances. Such a Party shall notify the other Parties of the steps it proposes to take including any reasonable alternative means for performance. In the event any obligation cannot be performed due to continuance of a Force Majeure event for a period of 7 days or more, the Parties agree that the time period for the performance of such obligation shall stand extended for an equivalent period after such time as the Force Majeure event ceases to exist.
- (c) If, as a result of a Force Majeure event, the Project has been rendered unviable or un-bankable or the Force Majeure event is not likely to be cured within a reasonable foreseeable period, the Parties may decide to terminate this Agreement in respect of such Project in which case the Parties shall be entitled to receive payments accrued and due to them, before the occurrence of the Force Majeure event.

(k) **Validity, Effectiveness and Operation of this Agreement**

This Agreement:

- (a) Agreement commencement date shall be treated as effective from the date ofthe agreement signed in between the First Parties and the Second Partiesfor utility of the product and it shall be valid. It will be binding upon boththePartiesforaperiodof15(fifteen)yearsinitiallyfromthedata ofCommencementanduntil15years("ValidityPeriod")thatmaybeext

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- ended to further period of time with consensual approach of the Parties.
- (b) will remain in place until such time as one or all Parties determine otherwise,
 - (c) shall be executed in English in four originals, one for each Party, and
 - (d) can be amended at any time by a written agreement between the Parties or may be mutually extended by the Parties in writing.
 - (e) This Agreement may be extendable for a mutually agreeable period as per mutual consent between the Parties on the existing terms and conditions.

Further, the Parties agree that:

- (a) First Parties will take all measures to ensure smooth and regular supply of the Product to the User but First Parties shall not be responsible for loss of property or life or what so ever it may be due to shortage in supply due to accidental or unforeseen circumstances or matters beyond the control of the First Parties.
- (b) The First Parties will inform 48 hours in advance to the User about the stoppage of the Product for maintenance of various water supply installations.
- (c) The User shall not resort for direct pumping from the GNN mains unless otherwise it is permitted by GNN as the case may be.
- (d) The User should approach the GNN well in advance before the expiry date, for renewal of this Agreement.

(I) Termination

- a. Any Party may terminate this Agreement prior to expiry of its Validity Period, by 3 months' written notice to the other Parties.
- b. This Agreement is terminable upon the occurrence of a Material Breach (as defined below) which has a Material Adverse Effect. This Agreement will also terminate automatically upon the bankruptcy of any Party hereto.
- c. For the purpose of this clause:

"Material Breach" means a breach of the obligations, terms and conditions of this Agreement or covenants by a Party, which materially and substantially affects the performance of the transactions contemplated by this Agreement and results in a Material Adverse Effect.

"Material Adverse Effect" means circumstances which may or do (i) render any right vested in a Party by the terms of this Agreement ineffective; or (ii) adversely affect or restrict

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d. The termination of this Agreement shall not affect the rights of the Parties accrued prior to such termination.

(m) Review

(a) The Parties will review the Contract to consider consistency with the operating arrangements and requirements and such other matters agreed between the Parties, during the course of the Contract.

(b) A Review Committee comprising of members from the respective Parties may be setup.

The Parties confirm that they have carefully gone through the contents of this Agreement and agree to abide by the terms and conditions as laid down herein.

Signed for and on behalf of GNN by:	Signed for and on behalf of GANGA PROCESSOR by:
<p style="text-align: center;">(Sd/-)</p> <p style="text-align: center;">महापबन्धक (जल)</p> <p>Name: नगर निगम गाजियाबाद</p> <p>Designation:</p> <p>Date of signing:</p>	<p style="text-align: center;">For GANGA PROCESSORS</p> <p style="text-align: center;">(Sd/-)</p> <p>Name: Sanyal Toshi</p> <p>Designation: Partner</p> <p>Date of signing:</p>
Signed for and on behalf of GWSPL by:	Signed for and on behalf of SIA by:
<p>Name: Designation:</p> <p>Date of signing:</p>	<p>Name: Designation:</p> <p>Date of signing:</p>

Witness:

FirstParty

SecondParty

1.

1.

2.

2.

Annexure- 1

Product(RecycledWater)QualityandSpecifications

TertiaryTreatedEffluentParameters			
Sr. No.	Parameter	Unit	TertiaryTreated-IndustrialGradeWater
1	2	3	4
1	Turbidity	NTU	<5
2	pH	-	6.0-7.5
3	TotalHardnessasCaCO3	mg/l	<300
4	IronasFe	mg/l	<0.25
5	TDS	mg/l.	<500
6	BOD5	mg/l	<2
7	COD	mg/l	<50
8	TotalSuspendedSolids	mg/l	<2
9	TotalNitrogenasN	mg/l	<10
10	TotalPhosphorus	mg/l	1
11	ApparentColor	HazenUnits	<50
12	Alkalinity	mg/l	<50

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