

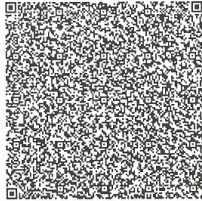


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# INDIA NON JUDICIAL Government of Karnataka

## e-Stamp

Certificate No.	: IN-KA87419411139085K
Certificate Issued Date	: 11-Apr-2012 01:08 PM
Account Reference	: NONACC (FI)/ kaocrsf08/ NANJANAGUDU/ KA-MY
Unique Doc. Reference	: SUBIN-KAKACRSFL0850117609198807K
Purchased by	: GEMINI DISTILLERIES PVT LTD
Description of Document	: Article 12 Bond
Description	: AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: GEMINI DISTILLERIES PVT LTD
Second Party	: GKVK
Stamp Duty Paid By	: GEMINI DISTILLERIES PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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### AGREEMENT

This agreement entered on this Eighteenth Day of April 2012, between

1. **M/s. Gemini Distilleries (P) Ltd.**, located at Nanjangud, Mysore District with an installed capacity of 30 kilo litres of Rectified Spirit per day using molasses as raw material represented by **Mr. M. GANESH BOPANNA** Director – Works on one part and.
2. **University of Agricultural Sciences, Bangalore** herein after called (UAS (B) an autonomous educational and R & D institution with its Headquarters at GKVK Bangalore represented by its Registrar on the other part.

#### Statutory Alert:

1. The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs).
2. The Contact Details of ACCs, SHCIL Offices and SROs are available on the Web site "www.shcilestamp.com"

Whereas the former has sought the collaboration of UAS, Bangalore for monitoring the quality of hot spot borewell water for one time controlled land application and its impact on crop growth, yield and ground water quality over a period of one year and UAS, Bangalore has expressed its willingness for monitoring of

- a) The quality of hot spot borewell water used for one time application
- b) The effect of one time application of hot spot borewell water on soil properties
- c) The effect of one time application of hot spot borewell water on crop growth and yield
- d) The effect of one time application of hot spot borewell water on ground water quality and
- e) To provide training on one time application of hot spot borewell water to the concerned officials of the distilleries.

1.0 Terms and Conditions of Agreement:

As per the agreement, the UAS (B) will undertake the monitoring work and extend technical support in respect of the items from (a) to (e) mentioned above.

1.1 The proposed activity will be handled by the following Scientists – Director of Research, UAS (B) will be the Chairman, Dr. C. A. Srinivasamurthy, Professor & Head, Department of Soil Science and Agricultural Chemistry as leader, Dr. S. Bhaskar, Professor of Agronomy and Dr. A. N. Balakrishna, Professor of Agricultural Microbiology as Members.

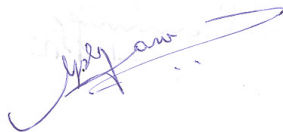
1.2 The Scientists / Project Technical staff will visit the distillery and the farmers' fields applied with hot spot borewell water at least four times in a year for specific purposes as mentioned below:

- i. For collecting hot spot borewell water samples from borewell in the distillery before transporting the hot spot borewell water from the distillery (This will be done once a month).
- ii. Surprise samples before application of hot spot borewell water on selected farmers' fields in command area
- iii. Soil sampling before application in the field on selected farmer's fields in command area
- iv. Soil sampling at germination on selected farmer's fields in command area
- v. At harvest on selected farmers fields in command area.

1.3 Simultaneously the team will collect water (borewells / open well) and plant (crop) samples for analysis.

2.0 The details of analysis and observations will be as given by the KSPCB and reproduced below:

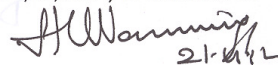
2.1 The hot spot borewell water shall be analyzed once a month. The samples will be taken at the points from where the hot spot borewell water will be drawn for land application for pH, EC, TDS,  $\text{Ca}^{2+}$ ,  $\text{Mg}^{2+}$ ,  $\text{Na}^+$ ,  $\text{K}^+$ ,  $\text{Cl}^-$ ,  $\text{SO}_4^{2-}$ ,  $\text{CO}_3^{2-}$ , BOD and

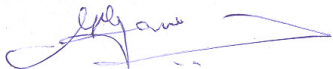


  
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TKN. Based on this analysis composite irrigation water quality parameters viz., %Na<sup>+</sup>, adj. SAR and RSC will be calculated.

- 2.2 The characteristics of the soil under one time application with the distillery hot spot borewell water shall be mentioned two times in a year, in April-May and October-November periods. Representative samples shall be collected for every 15-20 ha block, at 30 and 60 cm depths and analyzed for EC (1:2.5 soil : water suspension), pH and Exchangeable Na.
- 2.3 The ground water quality will also be monitored two times a year in April-May and October-November periods from representative areas. Samples will be collected from the first water bearing strata from an existing hand pump or by installing one for sampling purpose only. Where a functioning open well is not there, a Piezometer will be installed to a depth of 2 metres. Samples will be analysed for EC, BOD, Nitrate-N, TDS and colour intensity.
- 2.4 At least 5 soil and water quality monitoring stations will be located in areas where hot spot borewell water irrigation is not practiced. These will be called control stations.
- 2.5 All identified stations shall be monitored regularly and continuously even in the years when the fields are under rest and the location of identified stations will not be changed.
- 2.6 The analysis will be carried out as per the norms and procedures adopted by KSPCB and the interpretation of data will be as per the limits fixed by the KSPCB.
- 2.7 In the event of any observations of the soil and ground water monitoring parameters exceeding the limits prescribed by the KSPCB, the UAS will inform the same to the distillery and KSPCB. The distillery shall be solely responsible for reclaiming the soil and water quality at their cost and make good of any damage.
- 2.8 The distillery should strictly adhere to recommended dose of hot spot borewell water for specific soil and crop based on research results. Where such information is not available, the distillery will approach the research team for suitable recommendation.
- 3.0 General Conditions of the Agreement:
  - 3.1 The scientist working in the project will not be held responsible for improper use / effects of hot spot borewell water applications, if any, on soil/ crops/ ground water.
  - 3.2 The monitoring team will carry out soil, water and plant analysis and provide a report to the distillery and Pollution Control Board within a reasonable period of time.
  - 3.3 The UAS (B) will make its own arrangements for the transport from HQ to the distillery and fields.
  - 3.4 The distillery will deposit the monitoring fee of Rs. 4,00,000/- (inclusive of manpower, lab expenses, travel, training and institutional charges) plus service tax @ 12.36% amounting to Rs. 49,440/- (Total of Rs. 4,49,440/-) in advance for each year no sooner the agreement is signed.

  
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- 3.5 The schedule of the visits by the scientists will be prepared at the beginning of each year and if any additional visits are required, the distillery should intimate the dates and schedule to the scientists at least a week in advance. Extra costs for additional visits have to be borne by the distillery.
- 3.6 UAS (B) will provide a training of one day duration on field application of hot spot borewell water during first and third year of the contract period. The programme covers classroom interaction, practical training, field visits etc. If additional trainings are needed it will be charged by the UAS (B) as per the actual expenses.
- 3.7 The distillery will prepare a comprehensive hot spot borewell water application management plan as per the guidelines of the KSPCB and provide a copy to the University well in advance. In the plan it should be ensured that the area would receive the hot spot borewell water only in alternate years.
- 3.8 In case the distillery deviates from the KSPCB protocol interims of one time controlled land application of hot spot borewell water, the University may withdraw from the agreement forfeiting the amount deposited by the distillery.
- 3.9 Neither party shall be held responsible for non-fulfillment of their respective obligations under the AGREEMENT due to the exigency of one or more of the force majeure events such as war, earthquakes, strikes, lockouts, epidemics, riots etc., provided on the occurrence and cessation of any such event, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the conditions continue beyond 6 months both parties shall jointly decide about the future course of action.

4.0 Arbitration:

Difference, if any, will be sorted out between the representative of the distillery and Registrar, UAS (B). The University will not be responsible for any legal disputes between distillery and farmers and distillery and KSPCB.

*[Signature]*  
For **Distilleries (P) Ltd.**

**DIRECTOR - WORKS**

For and on behalf of  
M/s. Gemini Distilleries (P) Ltd.,  
Nanjangud

*[Signature]*  
**REGISTRAR**

For and on behalf of  
University of Agricultural Sciences,  
Bangalore  
**REGISTRAR**  
University of Agricultural Sciences  
GKVK, Bangalore-560 065.

**Witness:**

1. *[Signature]*  
**CS. BHASKAR**  
PROFESSOR OF AGRONOMY
2. *[Signature]*  
**(T. Shekhadi)**  
Prof & STA  
DR of the