

BEFORE THE NATIONAL GREEN TRIBUNAL  
CENTRAL ZONE BENCH BHOPAL

Original Application No.97/2022 (CZ)  
IA No.48/2023

Kamal Tiwari

Versus

Union of India and Others

I N D E X

S.No.	Particulars	Page No
1.	Reply to the OA On behalf of the Respondent No.14	1-8
2.	Affidavit in support of The Reply	9
3.	<u>Documents</u>	
Ann.1	Lease Deed of RIICO	10-18-A
Ann.2	MSME Registration	19
Ann.3	License No.705/2018	20
Ann.4	Authority Letter 30.6.2020	21-25
Ann.5	Consent Letter 27.7.2023	26-32
Ann.6	Test Reports	33-38
Ann.7	Copy of letter of cement factory	39-40
4.	Affidavit in support of Documents	41

Place

Dated: /8/2023

*(Signature)*  
Counsel for the Respondent No.14  
(SHIV NARAYAN BOHRA/ISKANDH SHARMA)  
ADVOCATES

BEFORE THE NATIONAL GREEN TRIBUNAL  
CENTRAL ZONE BENCH BHOPAL

\*\*\*

Original Application No.97/2022 (CZ)  
IA No.48/2023

Kamal Tiwari

Versus

Union of India and Others

**Reply on behalf of the  
Respondent No.14 (Mahabir  
Chemical Industries)**

**MAY IT PLEASE THIS HON'BLE TRIBUNAL**

Humble respondent No.14 submit reply  
as under: -

1. That the humble respondent has been made party in the aforesaid OA in compliance of the Order dated 25.7.2023 whereby IA for impalement of violators as party has been allowed.
2. That the present OA has been filed inter-alia seeking relief to stoppage of non forest activities, illegal construction upon forest land, illegal



plotting, leveling of forest land and not to discharge untreated effluents and industrial waste in Khasra No.3 and 10 of Nahargarh Wildlife Sanctuary and Eco Sensitive Zone.

3. That application for impleading as party respondent appears to have been filed by the applicant without verifying the facts so far as the humble respondent is concerned.

The humble replying respondent No 14 is doing its chemical business at plot no G-680 Industrial Area RIICO. He purchases black oil from market and recycles it back and prepares lubricant oil. There is no pollution of any kind in this whole process. Apart from this, the dry soil/Hazardous Waste which is left in the end in the whole process he gives it to the cement factory. It is further important to mention that due



to this work of answering respondent, there is no danger of any kind of pollution to Narhargarh wild life Sanctuary. The answering respondent further made every possible effort not to violate any kind of act and notifications issued by the state Government and Government of India also. As far as water pollution is concerned, draining even a single drop of dirty water does not spoil from the business premises of answering respondent.

The humble respondent was leased out the Industrial Plot No. G-680 by the RIICO on 27.11.1990 and thereafter the respondent set up the industry and commenced business on 1.4.1995. Respondent was registered as Ministry of Micro, Small and Medium Enterprises (MSME) on 25.8.2020. The Respondent was issued License to carry on the



business of a processor vide License No.705/2018 dated 17.7.2018 by District Supply Officer Jaipur-I(Raj) valid up to 16.7.2023 by the District Supply Officer Jaipur. Rajasthan state Pollution Control Board granted Authorization vide Letter dated 30.6.2020 for operating a facility for collection, Disposal, Generation, Reception storage of Hazardous Wastage under Hazardous and other waste (Management and Transboundary Movement) Rules 2016. And consent to operate under section 25/26 of the water (Prevention and control of pollution) Act 1974 and under section 21(4) of Air (Prevention and control of Pollution) Act 1981 vide Letter dated 27.7.2023. Photostat Copy of the Lease Deed, MSME Registration, License No.705/2018, and Authority Letter dated 30.6.2020, Consent Letter dated



27.7.2023 is filed and marked as **Annexure R-1 to R-5** respectively.

4. That as per Test Report of Team Test House the sample of Ambient Air Quality and DG Stack Emission Level found fit during the analysis period from 30.11.2022 to 3.12.2022. Photostat Copy of the Test Reports is filed and marked as **Annexure R-6**
5. That There is no pollution of any kind in this whole process. Apart from this, the dry soil/Hazardous Waste which is left in the end in the whole process he gives it to the Shree cement factory. Copy of **MOU** is hereby filed and marked as **Annexure-7**.
6. That unit of answering respondent is not discharging of untreated effluents in Nahargarh Wildlife Sanctuary. The unit of the humble respondent is located at a distant place from the Sanctuary.



7. That the contents of the OA as stated in Para No.1 to 21 are denied for want of knowledge being not related with the answering respondent No 14 except Para No.3 thereof.
  
8. That so far as contents of Para No.3 is concerned, it is submitted that the Government of India has issued Gazette Notification on 8.3.2019 by which Eco Sensitive Zone of Nahargarh Wildlife Sanctuary got declared, which cannot be given effect retrospectively. The humble respondent No 14 is running his industry under requisite permission / license / consent of the State Government much prior to the said notification. No new industry has been established by the humble respondent nor expanded of existing industries nor permitted to it within the boundaries of Eco Sensitive Zone. The humble respondent is not discharging



any untreated effluent from the unit. The applicant may be directed to submit strict proof to substantiate the allegation of discharging untreated effluent in the Sanctuary.

9. That the aforesaid submissions sufficiently controvert the averments made by the applicant for imploding the respondent as violator / party and as such it is in the interest of justice to consider the same as reply and accordingly dismiss the OA against the respondent.


It is, therefore, most humbly prayed that aforementioned reply may kindly be accepted and taken on record and answering respondent No 14 is further state not doing any non forest activities, and not to discharging untreated effluents and industrial waste in Wildlife Sanctuary and Eco



Sensitive Zone and accordingly the OA  
may kindly be dismissed with costs.



Yours' Humble Respondent  
Through Counsel

  
{Shiv Narayan Bohra, Iskandh Sharma}

**Advocates**  
Enrolment No. R/465/1994  
Mobile No. 94140-74734 76658-37411  
Email: [advocatesnbohra1969@gmail.com](mailto:advocatesnbohra1969@gmail.com)

BEFORE THE NATIONAL GREEN TRIBUNAL  
CENTRAL ZONE BENCH BHOPAL  
Original Application No.97/2022 (CZ)  
IA No.48/2023

Kamal Tiwari

**Versus**

Union of India and Others

**AFFIDAVIT IN SUPPORT OF REPLY**

I, Chandra Prakesh Sharma s/o Shri Narsingh Lal Sharma aged 67 years, Owner of Mahabir Chemical Industries Plot G-680, VKIA, Jaipur do hereby take oath and state as under: -

1. That being authorized signatory of the respondent No.14 I am well conversant with the facts and circumstances of the case and am competent to swear this affidavit.
2. That annexed reply has been drafted by the counsel under my instructions which is true and correct to the best of my knowledge and belief based on office record and legal advice.

  
(Deponent)

**VERIFICATION**

I, the above-named Deponent do hereby verify that the aforesaid affidavit is true and correct to the best of my knowledge, belief and I have not suppressed any material therein, so help me GOD.



**ATTESTED**

(Deponent)

  
OATH COMMISSIONER  
RAJASTAN HIGH COURT  
JAIPUR BENCH, JAIPUR

26 AUG 2023

RIICO

251

A/L 10 M  
Rajasthan State Industrial Development &  
Investment Corporation Ltd.  
Unit : Jaipur (North) Road No. 5, V.K.I. Area, Jaipur-302 013  
Phone No. : 0141-2330540 • Fax : 0141-2333863

No. U (13)/3/

Date

542

29/1/06

M/s Branch Manager  
Union Bank of India  
Hwan Vikas Sansthan Premises, Near Jawahar Circle,  
JLN Marg, Jaipur

Subject : Original Lease Deed of M/s Mahaveer Chemical Industries

Plot No. G-680 Ind. Area VKIA

Dear Sir,

Please refer to your Letter No. <sup>NIC</sup> dated <sup>4/1/06</sup>. We are enclosing herewith original Lease Deed of M/s Mahaveer Chemical Industries Plot No. G-680 at Ind. Area VKIA Containing ..... Nos. of pages and registered with office of the Sub-Registrar ..... and entered in his register at page No. .... on dated ..... Total amount of special adhesive stamps affixed on the lease deed have been Rs. .... The original Lease Deed is being sent to you for creating of equitable mortgage with the condition that a specific clause will be provided in the mortgage deed of your Institution (Financial Institution) that on breach of any of the condition of these presents (Lease agreement) shall be treated as a breach of conditions of the mortgage deed. The mortgage is allowed subject to the various provisions applicable for financial institution as mentioned in the original lease deed.

Kindly note that property under this lease agreement can not be transferred in any manner like change in share holding or change in partnership without prior written consent of the RIICO etc.

A Copy of mortgage deed may please be sent to us within a period of one month positively. The original lease deed may please be returned to this office on clearance of charge over assets.

Thanking you,

Yours Sincerely,

  
Sr. Regional Manager

Encl : As above

For Mahaveer Chemical Industries  
  
Prop. Manager

LOCATION



RIICO

252

A/L 10 M  
Rajasthan State Industrial Development &  
Investment Corporation Ltd.  
Unit : Jaipur (North) Road No. 5, V.K.I. Area, Jaipur-302 013  
Phone No. : 0141-2330540 • Fax : 0141-2333863

No. U (13)/3/

Date

542

29/1/06

M/s Branch Manager  
Union Bank of India  
Hwan Vikas Sansthan Premises, Near Jawahar Circle,  
JLN Marg, Jaipur

Subject : Original Lease Deed of M/s Mahaveer Chemical Industries

Plot No. G-680 Ind. Area VKIA

Dear Sir,

Please refer to your Letter No. <sup>NIC</sup> dated <sup>4/1/06</sup>. We are enclosing herewith original Lease Deed of M/s Mahaveer Chemical Industries Plot No. G-680 at Ind. Area VKIA Containing ..... Nos. of pages and registered with office of the Sub-Registrar ..... and entered in his register at page No. .... on dated ..... Total amount of special adhesive stamps affixed on the lease deed have been Rs. .... The original Lease Deed is being sent to you for creating of equitable mortgage with the condition that a specific clause will be provided in the mortgage deed of your Institution (Financial Institution) that on breach of any of the condition of these presents (Lease agreement) shall be treated as a breach of conditions of the mortgage deed. The mortgage is allowed subject to the various provisions applicable for financial institution as mentioned in the original lease deed.

Kindly note that property under this lease agreement can not be transferred in any manner like change in share holding or change in partnership without prior written consent of the RIICO etc.

A Copy of mortgage deed may please be sent to us within a period of one month positively. The original lease deed may please be returned to this office on clearance of charge over assets.

Thanking you,

Yours Sincerely,

Sr. Regional Manager

Encl : As above

For Mahaveer Chemical Industries  
Prop. Manager

LOCATION

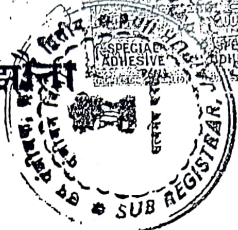
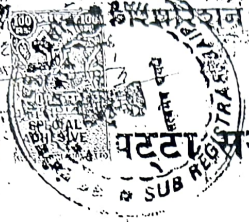


253

राष्ट्रीय स्टेट इन्डस्ट्रियल डवलपमेंट एण्ड इन्वेस्टमेंट

कॉर्पोरेशन लिमिटेड

पट्टा प्रमाणित



श्रीयोगिक क्षेत्र,

V. K. I. A. Jaipur

रूप पंजीयक पंजीयन एवं मुद्रांक

दस्तावेज संख्या G-680 29th Nov.

जयपुर द्वितीय

यह पट्टा प्रमाणित भाषा, दिन ..... सन् एक हजार नौ सो ..... ई० को  
राजस्थान, स्टेट इन्डस्ट्रियल डवलपमेंट एण्ड इन्वेस्टमेंट कॉर्पोरेशन लि०, जयपुर, जो कि एक निगमित निकाय है एवं  
भारतीय कम्पनी अधिनियम के अन्तर्गत निगमित है एवं जिसका पंजीकृत कार्यालय उद्योग भवन, तिलक मार्ग, जयपुर-302005  
में है (जिसे मात्र के बाद से पट्टेदार के नाम से पुकारा जायेगा एवं यह प्रामाणिकता जब तक इसके अंश प्रतिकूल न हों,  
सन्तुष्टिकारियों एवं समुदायियों के लिए प्राप्त होंगे।

प्रथम पक्ष एवं

श्री CHANDRA Prakash Sharma & Co. Principal 35  
Jaipur मुद्रांक Malhotra Chemical Industries

के स्वामी हैं।

प्रयत्न

श्री	मुद्रांक	उत्तर
निवासी		
श्री	मुद्रांक	उत्तर
निवासी		
श्री	मुद्रांक	उत्तर
निवासी		
श्री	मुद्रांक	उत्तर
निवासी		
श्री	मुद्रांक	उत्तर
निवासी		

(R. K. SHARMA)  
Assistant Site Engineer  
RICO LTD  
V.K.I.A., JAIPUR.

For Malhotra Chemical Industries  
Prop.

For Malhotra Chemical Industries

Prap. Manager



एक प्रतिष्ठान है जो भारतीय प्रविष्टि निगम के अन्तर्गत पंजीकृत है एवं जिसका पंजीकृत कार्यालय

एक समिति है जो सहकारी समिति अधिनियम के अन्तर्गत पंजीकृत है, जिसे आज के बाद से पट्टाधारी पुकारा जायेगा एवं सौंपा गया है, यदि इसके अंग तथ्यों के प्रतिकूल न हों, इसके वारिस, निष्पादक, उत्तराधिकारी एवं अन्य पक्षों के बीच तैयार किया गया जिसमें प्रशासक वृद्ध प्रविष्टि निगम पंजीकृत प्रविष्टि निगम, द्वितीय पक्ष के बीच तैयार किया गया जिसमें प्रविष्टि निगम राज्य सरकार (राजस्थान स्टेट इन्वैस्टमेंट डेवलपमेंट कॉरपोरेशन लि०) को औद्योगिक क्षेत्र की स्थापना हेतु भूमि आवंटित की है एवं पट्टाधार ने (निगम उपरोक्त भूमि को औद्योगिक क्षेत्रों की स्थापना हेतु भूखण्डों में विभाजित किया है। इनमें से प्रत्येक भूखण्ड समुचित पौर-प्रतिष्ठान एवं अन्य उपयुक्त संस्था द्वारा अनुमोदित भवन निर्माण योजना एवं ईन्ट्री उपनियम के अनुसार उद्योगों की स्थापना के लिए उद्योगियों को आवंटित की जायेगी,

और जिसमें भूखण्ड संख्या 4-682 को, जिसे आज के बाद से Mahabir Chemicals के नाम से जाना जायेगा, पट्टाधार ने पट्टा पर देने की सहमति व्यक्त की है। इसके नियम एवं शर्तों अनुसार इस औद्योगिक क्षेत्र V.K.I.A. Jaipur के अन्तर्गत पट्टाधारी के समुचित पौर-प्रतिष्ठान एवं अन्य उपयुक्त संस्था के द्वारा अनुमोदित डिजाईन और भवन निर्माण योजना के अनुसार Refind oil के उत्पादन के लिए एक औद्योगिक इकाई की स्थापना करेगा।

पट्टा सम्भोता का स्वरूप :

1. इस सहमति एवं सम्भोते के अनुसार पट्टाधार पट्टाधारी के द्वारा विकास शुल्क के रुपये 84120/- अर्के र०..... एवम् बाधक भाषिक किराये के र०..... (अर्के र०.....) मात्रा को भूचि की स्विकृति देता है। इसके अनुसार पट्टाधार औद्योगिक क्षेत्र के अन्तर्गत भूखण्ड संख्या 4-682 जिसका क्षेत्रफल 1402 S.M है, हो सकता है कुछ कम हो या अधिक, पट्टाधारी को सौंपा है। इस भूखण्ड की चौड़ी निम्नानुसार है :-

उत्तर में Plot No. 681  
 दक्षिण में 60.0 wide Road  
 पूर्व में 80.0 wide Road  
 पश्चिम में Plot No. 679

पौर उपरोक्त भूखण्ड का सुस्पष्ट रेखाचित्र संलग्न योजना पत्रक में प्रविष्टित है तथा साल निगम से "रोका हुआ" अर्थात् है। उपरोक्त भूखण्ड को आज से "आवंटित" जाना जायेगा जो अनुमति के साथ पट्टाधारी की 19 से निगमने वर्षों के लिए आवंटित किया जाता है, लेकिन निम्न अधिकार सर्वेक्षक द्वारा उच्च के उत्तराधिकारी तथा समनुदेशितों के पास सुरक्षित रहेंगे :

पट्टाधार भयना उच्च के समनुदेशित उत्तराधिकारियों के द्वारा माध्यमक समझा जाने पर पर औद्योगिक क्षेत्र विकास के लिए आवंटित भूमि के ऊपर या नीचे से जल निकास/भाषूति के लिए नाली/नालों या (या) आवंटित भूमि के परिसर या किसी अंग में जमीन के ऊपर या नीचे पाये जाने वाले किसी खान या खनिज पर पूर्ण अधिकार

(R.K. SHARMA)  
Assistant Site Engineer  
RIICO Ltd  
V.K.I.A., JAIPUR.

For Mahabir Chemicals  
Jaipur



(क) यह कि पट्टाधारी उपग्रह विशेष के दौरान भावदित्त परिवार में पट्टेदार एवं स्थानीय प्राधिकरण की लिखित में पुनर्गुणित के बिना तथा तत्सम्बन्धित अनुमति शर्तें एवं पट्टेदार तथा स्थानीय प्राधिकरण से अनुमोदित रेखाचित्र के बिना उक्त भवन में किसी भी प्रकार का परिवर्तन या परिवर्धन न तो करेगा न ही करने की अनुमति देगा साथ ही भावदित्त परिवार को किसी भी प्रकार का निर्माण करेगा न ही निर्माण करने की अनुमति देगा और इस प्रकार का निर्माण करने पर उत्काल ही उपरोक्त भवहेलना को सुचारेगा, और यदि पट्टाधारी इस प्रकार का निर्माण करेगा एक कंलेक्टर महीने के अन्दर भवहेलना को सुचारेगा, और उपेक्षा बरतेगा तो पट्टेदार या स्थानीय प्राधिकरण को यह अधिकार होगा कि वह इस प्रकार की भवहेलना को पट्टाधारी के खर्चे पर तैयार करवाये और पट्टाधारी एतद्द्वारा सहमत होगा कि जो खर्चे पट्टादार/स्थानीय प्राधिकरण, जैसे भी निर्धारित हों, इस हेतु निर्धारित करेगा, उसे वह पट्टादार/स्थानीय प्राधिकरण को भरा करेगा और पट्टादार/स्थानीय प्राधिकरण, स्थिति जैसी भी हो, का निर्णय प्रतियोग होगा।

(ए) यह कि पट्टाधारी पट्टेदार/स्थानीय प्राधिकरण की संशुद्धि के अनुरूप भावदित्त भूमि में बनाए जाने वाले भवन तक सरकारी सड़क/निगम की सड़क से उप-सड़क बनवायेगा तथा नाली के आर-पार ढक्कन का निर्माण करेगा एवं इसके रख-रखाव की देखभाल करेगा।

(ऐ) यह कि पट्टाधारी इन नियमों एवं शर्तों को तथा पट्टेदार एवं स्थानीय प्राधिकरण के द्वारा अधिकारित किने जम्मे वाले नियमों एवं शर्तों को मूट नजर रखकर तथा लिखित रूप में पट्टेदार और स्थानीय प्राधिकरण की पुनर्गुणित के बिना भावदित्त परिवार में उपरोक्त भौचोगिक उद्देश्यों के अलावा न तो स्वयं किसी प्रकार का आपतजनक व्यापार या व्यवसाय करेगा न ही किसी अन्य को इस प्रकार का कार्य करने की अनुमति देगा तथा न तो किसी धार्मिक उद्देश्य के लिए स्वयं उपयोग करेगा न ही किसी अन्य को ऐसा करने की अनुमति देगा तथा भावदित्त परिवार में अथवा इसके किसी हिस्से में न तो कोई ऐसा कार्य करेगा न करने की अनुमति देगा जो पट्टेदार या स्थानीय प्राधिकरण या पट्टेदार के परिवारों के मालिकों अथवा कब्जेदारों के लिए क्षेम (कंटक) क्षति, विरक्ति या असुविधा का कारण हो या इन्हें पैदा करे।

(ओ) यह कि पट्टाधारी पट्टेदार के बिना लिखित पुनर्गुणित के अपनी मर्जी से भावदित्त परिवार या उसमें स्थित भवन या दोनों का हस्तांतरण नहीं करेगा, दर-किरायेदारी पर नहीं देगा, स्थानेगा नहीं, बंधक नहीं रखेगा या किसी और को नहीं सौंपेगा और इस प्रकार के समस्त हस्तांतरण, शीरों को सौंपना, त्याग, बचक या दर-किरायेदारी या दोनों ही इस समझौते में निहित नियम एवं शर्तों से बंध होंगे तथा इन सारे मामलों में पट्टेदार के प्रति उत्तरदायी होंगे और पट्टाधारी, जैसा कि पहले कहा जा चुका है, पट्टेदार की अनुमति के बावजूद भी भावदित्त परिवार को पूरे के अलावा धार्मिक रूप में किसी और को नहीं सौंपेगा, त्याग नहीं करेगा, बंधक नहीं रखेगा, दर-किरायेदारी पर नहीं देगा, हस्तांतरण नहीं करेगा या भलक नहीं होगा या भीटर अथवा घेरों से या अन्य किसी तरीके से पुनर्बिभाजित नहीं करेगा। इस भूमि पर पूर्व बंणित योजनानुसार उद्योग की स्थापना हेतु पट्टाधारी इस भावदित्त परिवार के आधार पर कन्सा लिए बनेर इसके स्वासित्व को दीय सरकार या भारतीय भौचोगिक वित्त-निगम या राज्यस्थान वित्त-निगम या भा० ३० बी० ७७७७० या आई०सी०आई०सी०आई० या एल०आई०सी० या अनुसुचित बैंक से ऋण प्राप्त करने के लिए या प्राप्त किए हुए ऋण की क्षातिर बंधक रख सकेगा लेकिन उपरोक्त धारा 1 (इ) की दूसरी शर्त के मुताबिक यह पट्टेदार के पूर्व आर्यभार के अधीन होगा।

यह कि यदि कभी भारतीय भौचोगिक वित्त-निगम या उपरोक्त अन्य कोई भी वित्तीय संस्था पट्टाधारी के द्वारा कन्सा अथवा ऋणों को लेते समय किए गए किसी प्रकार के मुताबिक बंधक रखे गये भावदित्त परिवार को पुनर्गुणित को लेने, बेचने, पट्टे पर देने या किसी अन्य को सौंपने का निर्णय करे या संयंत्र विशेष को किसी वहीयत के मुताबिक बेचने, पट्टे पर देने या अन्य को सौंपने की बात करे तो यह पट्टेदार एवं उपरोक्त वित्तीय संस्था अथवा संस्थाओं के बीच आमली विचार के आधार पर ही होगा।

(R. K. SHARMA)  
Assistant Site Engineer  
RIICO LTD  
V.K.L.A., JAIPUR.

For Mobile Electrical Industries

Sharma Prop.

यह कि यदि स्वीकृति भवधि के दौरान उक्त परिसर को संपि जाने के कारण या मृत्यु के कारण या कानूनी कार्यवाही के कारण या अन्य किसी कारण से समनुदेशन, उत्तराधिकार प्रदान या हस्तांतरण होता है तो पट्टेदार को एतद्द्वारा इस बात की अनुमति दी जाती है कि वह इस प्रकार के समनुदेशन की, उत्तराधिकार प्रदान या हस्तांतरण की तिथि से एक कैलेंडर महीने के अन्दर समनुदेशन की, उत्तराधिकार प्रदान की या हस्तांतरण की सूचना पट्टेदार को पाटियों के माध्यम से समस्त वर्णन एवं तत्सम्बन्धित विवरण एवं प्रभाव के साथ और इसके साथ ही इस सूचना के साथ दिए गए समनुदेशन के सारे प्रमाण पत्र या वसीयत या प्रशासन पत्र डिग्री, आदेश, प्रमाणपत्र, या हस्तावेज जो इस प्रकार के समनुदेशन, उत्तराधिकार या हस्तांतरण को प्रभावित करेंगे, प्रमाणित और प्रस्तुत करें और उपरोक्त दस्तावेज जो उक्त सूचना के साथ भेजे जायेंगे, पट्टेदार के कार्यालय में कम से कम सात दिनों तक रहेंगे और एतद्द्वारा इस नियम का प्रावधान किया जाता है कि इस नियम को मूलाधिकार के अन्तर्गत कि जिन स्थिति में पट्टेदार को अधिकार पर प्रतिकूल प्रभाव के बिना इस पट्टा समनुदेशन को अवहेलना का निर्णय करने का अधिकार होगा और नियम भंग के कारण पट्टाधारी को 5000/- का जुर्माना भरना होगा।

उप पंजीयक, पंजीयन एवं मुद्रांक विभाग

- (गो) यह कि पट्टाधारी कारनामों की भवधि के दौरान पट्टेदार के सदस्य, अधिकारी एवं सहायक को उनके द्वारा नियुक्त कारीगर को एवं अन्य व्यक्तियों को निरीक्षण के हेतु समय-समय पर या हर उचित मौके पर प्रावृत्त परिसर या उसमें बनने वाले भवन के अन्दर या ऊपर प्रवेश की अनुमति देगा।
- (अ) यह कि पट्टाधारी प्रावृत्त परिसर के अन्दर किसी भी प्रकार का गड्ढा नहीं बनाएगा (सिवाय भवन की नींव एवं भूमि को समतल बनाने के) न ही किसी पत्थर, स्टैण्ड, बजरो, मिट्टी या अन्य किसी भी वस्तु को हटावेगा।
- (प्र.) यह कि पट्टाधारी पानतू मवेशी, कुत्ते, मुर्गी या अन्य किसी जीव-जंतु के लिए पट्टेदार से तत्सम्बन्धित लिखित आदेश प्राप्त किए बغير किसी भी प्रकार का तबेला, छपर या अन्य कोई निर्माण कार्य न तो करेगा न करने की अनुमति देगा।
- (क) यदि भाग, तूफान, बाढ़ या किसी सैनिक आक्रमण/विद्रोह या किसी बेकातू प्रोड के कारण प्रावृत्त परिसर को किसी महत्वपूर्ण वस्तु का पूर्ण अथवा आंशिक नुकसान हो या वह स्थायी अथवा अस्थायी तौर पर निर्माण कार्य के लिए प्रयोग्य हो जाए तो पट्टाधारी न तो अपने स्तर/अपने इच्छा पर पट्टे का निर्णय करेगा न ही पट्टेदार को क्षतिपूर्ति हेतु जिम्मेदार बनायेगा।
- (ख) यह कि पट्टाधारी उपरोक्त परिसर के अधिग्रहण के दिन से अठारह कैलेंडर महीनों के अन्दर भवन का निर्माण पूरा करवा लेगा तथा भवन के साथ प्रावृत्त परिसर को कार्य हेतु तैयार कर लेगा और उसे किसी भी स्थिति में समझौते की तारीख से चौबीस महीनों के अन्दर यह कार्य सम्पन्न कर लेना होगा यदि पट्टेदार स्थिति को पट्टाधारी के नियंत्रण से बाहर आसकर अपनी इच्छा से समय में उद्योती करे।

यह कि प्रावृत्त भूखण्ड की प्रत्यावृत्त हो जायेगा/जाएँगे यदि उत्पादन प्रारम्भ करने, इकाई का परिचयन करने के लिए निर्धारित/व्यक्तिगत समय समाप्त हो जाता है।

(R. K. SHARMA)  
Assistant Site Engineer  
RIICO Ltd.  
V.K.I.A., JAIPUR.

2. किसी आवाारभूत सुरंग अथवा झरनी आईनों को प्रावृत्त परिसर में खुदा या अनायत रसोरे जिससे सन्निहित या समीपवर्ती किसी भवन को क्षति पहुंचेगी अथवा कोई भवन नष्ट होगा या

(R. K. SHARMA)  
Assistant Site Engineer  
RIICO Ltd.  
V.K.I.A., JAIPUR.

For Mahabub Chemical Industries  
Proprietor

3. नीव के पास कोई गड़बड़ाहट नहीं होगी। किसी भवन को क्षति पहुँचेगी, या भवन चूट होगा तो पट्टाधारी को इस प्रकार से तुरंत सूचना देनी होगी जिसका निर्धारण पट्टेदार करेगा। पट्टेदार चाहे तो इस प्रकार के भवन को क्षति के तीव्र माहौल के चन्दर पंख (न्यायाधीश) के पास घपील (याचिका दापर) कर सकता है। पट्टेदार को ऐसा करना पसन्द किया तो वह पंख (न्यायाधीश) के फैसे को मानने के लिए बाध्य होगा।

(घ) यदि पट्टेधारी पंजीकृत साझेदारी में हो या किंवा पंजीकृत पट्टेधारी में हो या कम्पनी हो या सहकारी समिति हो और इसे पुनर्गठित किया गया हो, इसका समापन किया जाता हो तो पट्टाधारी के उत्तराधिकारी अपने हित में इस प्रकार के पुनर्गठन के 60 दिन के अन्दर पट्टेदार के साथ बन्धनकारी अनुबन्ध में आ जायेंगे और पट्टा सम्भोजता के समस्त शर्त, नियम, अनुबन्ध, प्रावधान एवं समझौतों को मानेंगे और निष्ठापूर्वक पालन करेंगे। इसकी व्यवहलना की स्थिति में पट्टेदार को समझौते के बारे में निर्णय करने का अधिकार होगा।

यदि आवंटित परिसर में स्थित उद्योग को राज्य सरकार या भारतीय औद्योगिक वित्त निगम या राजस्थान वित्त निगम या किसी अन्य वित्तीय संस्था से वित्तीय सहायता दी गई हो तो इस धारा के अन्तर्गत वरिष्ठ "निर्णय लेने का अधिकार" का प्रयोग नहीं किया जा सकेगा तथा उपरोक्त वित्तीय संस्था इस बात का निर्णय करेगी कि वह बंधक परिसम्पत्ति को अपने कब्जे में ले या बेच दे या पट्टे पर दे दे या किसी को सौंप दे ऐसा वह/वे समझौते के द्वारा पट्टेदार से प्राप्त अधिकारों के आधार पर या समय विशेष के किसी कानून के द्वारा कर सकेगी।

(ङ) यदि पट्टेधारी पंजीकृत है अथवा बिना पंजीकृत साझेदारी में है अथवा कोई सहकारी समिति है तथा इसे विघटित कर दिया जाता है और इसके विघटन के साठ दिन के अन्दर हित को ध्यान में रखकर यदि उत्तराधिकारी नियुक्त नहीं किया जाता है तो उस समझौते के निर्णय का अधिकार पट्टेदार को होगा। इन प्रस्तुतियों के आधार पर पाठियों के द्वारा मापस में निम्नलिखित सहमति की भी घोषणा की जाती है।

(ग) पट्टेदार को आवंटित परिसर में 50 फुट कागज होना होगा।  
 (घ) निगम को सिपायस के परे आपके कारखाने में एक जगह को राजगार में व्यवहार में आना चाहिए।

3. (घ) यदि कदाचित् पट्टेदार की निगाह में इस समझौते में वरिष्ठ किसी भी नियम अथवा शर्त को भ्रवहेलना पट्टाधारी अथवा उसके किसी व्यक्ति के माध्यम से की जाती अथवा उपधारा के सामान्य कथन के प्रति बिना किसी विशेष प्रतिकूल प्रभाव के उसके द्वारा ऐसी हरकत की जाती है अथवा उसमें पायी जाती है, पट्टाधारी पूर्ण सन्तुष्टि के बजाए आंशिक रूप में इसका हस्तान्तरण करता है, खाली करता है, बंधक रखता है या सौंपता है या पट्टेदार से लिखित में पूर्वानुमति प्राप्त किए बिना परिसर का हस्तान्तरण करता है, खाली करता है, बंधक रखता है या सौंपता है अथवा कि इस समझौते में पहले ही धारा 2 (ऐ) के अभाव में वरिष्ठ है या यदि पट्टाधारी पूर्व वरिष्ठ शर्त के अनुकूल भवन निर्माण प्रारम्भ करने में एवं पूर्ण करने में असमर्थ रहता है या पट्टेदार का किराया बाकी रहता है या धारा 1 में वरिष्ठ किस्ता का कोई हिस्सा, धारा 2 में वरिष्ठ सेवा शुल्क बकाया रहता है और इनके जमा करने की अवधि की समाप्ति के 90 दिन बाद तक पट्टेदार को उनकी अवधि नहीं होती है या यदि पट्टाधारी को अथवा उन व्यक्तियों को जो शर्तों के प्रति उत्तरदायी हैं, दिवालिया घोषित कर दिया जाता है या यदि पहले बसाए गए मुताबिक इस समझौते का निर्णय किया जाता है तो धारा 2 (ऐ) के प्रावधानों के अनुसार पट्टेदार को यह अधिकार होगा इस (इस समझौते में किसी प्रकार की व्यवहलना की स्थिति में किसी अन्य कार्यवाही के अधिकार पर प्रतिकूल प्रभाव के बिना) कि न्यायालय की मदद लिए बिना आवंटित भूमि के किसी हिस्से पर या पूरी भूमि पर कब्जा कर ले और फिर यह आवंटन पूर्णतया रद्द हो जायेगा और निर्णय हो जायेगा और इन प्रस्तुतियों के द्वारा पट्टाधारी के द्वारा दिए गए अपने पट्टेदार के द्वारा जस्त कर लिए जायेंगे और अधिकारों पर प्रतिकूल प्रभाव के बिना पट्टेदार पट्टाधारी के द्वारा क्या ... 197... क संकलन सालाना ब्याज की दर से प्रस्तुत करेगा और पट्टाधारी को किसी भी प्रकार की क्षतिपूर्ति पाने का अधिकार नहीं होगा।

For M/s. Chemical Industries  
 [Signature]

(R. K. SHARMA)  
 Assistant Site Engineer  
 RIICO LTD  
 V.K.I.A., JAIPUR

अगर शर्तों को अनुकूल ठहरा है तब वह आवंटन परिसर में 22 फुट कागज है उसे मान लेगा

(R. K. SHARMA)  
 Assistant Site Engineer  
 RIICO LTD  
 V.K.I.A., JAIPUR

धारा 2 समय-समय पर निर्धारित ब्याज को देना

For M/s. Chemical Industries  
 [Signature]

यह कि पट्टाधारी को सदैव वह छूट होगी कि सारी आवश्यक रकम किशत और उस तारीख तक का पट्टा किराया समस्त और कर एवं दूसरे कर और सेवा शुल्क जैसे अन्यान्य शुल्क सहित उस अवधि तक निर्धारित अन्य शुल्क तथा समस्त क्षतिपूर्ति और पट्टेदार के बाकी खर्चों को चुकता कर भावदित परिसर से अपने सारे भवन एवं रचना कार्यों में लगे हुए सामान तथा दूसरी वस्तुओं से जाये। भावदित परिसर से सारी वस्तुएँ पट्टाधारी को पट्टेदार के निर्णय के तीन दिनों के अन्दर हस्तान्तरित लेने होंगे। यदि पट्टाधारी ऐसा करने में असमर्थ हुआ तो भावदित परिसर का भवन एवं अन्य निर्माण कार्य तथा सामानों पर पट्टेदार का हक होगा और पट्टाधारी को इस दावे का कोई अधिकार नहीं होगा कि वह पट्टेदार से उस समय तक जमा किये गए अपने खर्चों की मांग करे या भावदित परिसर की संरचना अथवा सामानों के लिए क्षतिपूर्ति की मांग करे।

यह कि पुनर्प्रवेश एवं निर्णय का यह अधिकार लागू नहीं होगा यदि भावदित परिसर में स्थापित उद्योग को राज्य सरकार या भारतीय औद्योगिक वित्त निगम या राजस्थान वित्त निगम, आई० डी० वी० आई०, आई० सी० आई०, सी० आई०, एल० आई० सी० या अनुसूचित बैंक के द्वारा वित्त प्रदान किया गया हो और उपरोक्त विज्ञापन संस्था पट्टेदार द्वारा सम्झौते के मंग होने की सूचना पाने के 90 दिनों के अन्दर इसका निदान प्रस्तुत कर दे।

(आ) सम्झौते/शर्तों के मंग होने के सम्बन्ध में समस्त कानूनी कार्यवाहियाँ जयपुर स्थित न्यायालयों में ही प्रारम्भ की जा सकेंगे, अन्यत्र नहीं भी नहीं।

(इ) उत्काल भावदित परिसर पर किसी भी व्यक्ति के द्वारा उपरोक्त शर्तों में से किसी के मंग होने के कारण यदि पट्टेदार को किसी प्रकार का नुकसान उठाना पड़ा तो पट्टेदार को इसे पट्टाधारी से वसूल करने का हक होगा।

(ई) यदि पट्टेदार की ओर से किसी अधिकारी के हस्ताक्षर युक्त पावती सहित रजिस्ट्री द्वारा कोई नोटिस पट्टाधारी के नाम भेजा जाता है तो उसे थियेष्ट रूप से कार्य सम्पादन के हेतु माना जायेगा और जिस समय वह रजिस्ट्री पत्र सामान्य तरीके से वितरित कर दिया जायेगा और यदि वह पट्टाधारी की अस्वीकृति अथवा किसी अन्य कारण से लौट आयेगा तो भी उसे आवश्यक सेवाओं की पूर्णता मान लिया जायेगा। पट्टेदार के द्वारा किए गए किसी भी निर्णय को उपरोक्त विधि से सम्पादित किया जायेगा।

(उ) औद्योगिक इकाई के ध्यावसायिक रूप से उत्पादन शुरू कर देने के बाद पट्टाधारी के द्वारा आवेदन करने पर सम्झौते के आवेदन के साथ जमा जमानती रकम लौटायी जायेगी।

(ऊ) पट्टा सम्झौता में बरिणत किसी भी नियम का किसी भी समय उल्लंघन होने पर जमानत की रकम (जब्त) मानी जायेगी।

(ए) इस पट्टा सम्झौते में बरिणत अधिकारों का प्रयोग राजस्थान स्टेट इण्डस्ट्रीयल डवलपमेंट एण्ड इन्वेस्टमेंट कॉरपोरेशन लि० के प्रबन्ध निदेशक अथवा इसके लिए अधिकृत किसी अन्य व्यक्ति/व्यक्तियों के द्वारा किया जायेगा।

यह कि उचित "प्रबन्ध निदेशक" से तात्पर्य उस व्यक्ति से होगा जिसे प्रबन्ध निदेशक के समान कार्यों के अधिकारों के साथ पट्टेदार नियुक्त करता है।

(ऐ) इस सम्झौते या तत्सम्बन्धित विषय में उठाया गया कोई भी झगड़ा, मतभेद या प्रश्न उस जिले के समाहता (कलेक्टर) के समक्ष या उसके द्वारा नियुक्त किसी व्यक्ति के समक्ष पूर्ण विचार के लिए प्रस्तुत किया

K. SHARMA  
Assistant Site Engineer  
RIICO LTD  
V.K.I.A., JAIPUR.

For Mahabir Chemical Industries  
C. Sharma  
Proprietor

For Mahabir Chemical Industries  
C. Sharma  
Proprietor

18

8

जायेगा जहां पर पट्टे पर दी गई भूमि स्थित है। इस प्रकार के पंच (म्यायादीस) का फैसला पाटियों के लिए बन्धकारी होगा।

(प्रो) इस समझौते के लिए टिकट एवं पंजीयन शुल्क के सचें पट्टाधारी के द्वारा वसूल किए जाएंगे। एतद्वारा चपमदीव रूप में पाटियों ने आज ..... सन् उन्नीस सी ..... के ..... मास की तारीख ..... को इस नियमित लेख को प्रस्तुत किया।



*[Signature]* 29/11/00

राजस्थान स्टेट इन्फ्रस्ट्रक्चर कर्पोरेशन  
R. K. SHARMA  
एंड इन्फ्रस्ट्रक्चर कारपोरेशन  
Assistant State Engineer  
RIICO LTD  
V.K.I.A., JAIPUR.

शवाह : *Narendra Kumar*

पट्टाधारी :

नाम NARENDRA KUMAR  
AJMERA

नाम *Chander Baskesh Sharma*

पता 1136 - Maniharank  
Rasta  
Jaipur

पता *off. flat. Naal Chawan Thakur ki Haveli*  
*Ganga Bal. Jaipur. 2*

2 *L. K. SHARMA*  
*अतिरिक्त माल*  
*नं. 1588*  
*दंडा 21 फी 10 मी 2*

For M/s. ...  
*[Signature]*  
Prop. Manager

*[Faint text]*

18-A

दिनांक 17 माघ 1995  
 पंजीयन क्र. 35  
 पंजीयन स्थान: जयपुर  
 पंजीयन प्रकार: पंजीयन  
 पंजीयन विभाग: पंजीयन  
 पंजीयन अधिकारी: पंजीयन  
 पंजीयन शुल्क: पंजीयन  
 पंजीयन शुल्क: पंजीयन  
 पंजीयन शुल्क: पंजीयन  
 पंजीयन शुल्क: पंजीयन

8866/90



4971  
 पंजीयन शुल्क 30  
 प्रतिनिधि शुल्क 30  
 पृष्ठांकन शुल्क 4  
 अन्य शुल्क  
 दिनांक 17/1/95  
 पंजीयन शुल्क 529  
 पंजीयन शुल्क 529  
 पंजीयन शुल्क 529

पंजीयन शुल्क 529  
 पंजीयन शुल्क 529  
 पंजीयन शुल्क 529

*Handwritten signature*



*Handwritten signature*  
*Handwritten signature*  
*Handwritten signature*

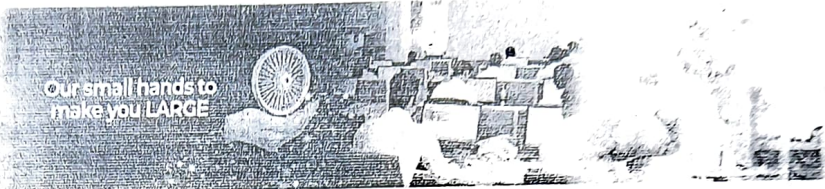


पंजीयन शुल्क 529  
 पंजीयन शुल्क 529  
 पंजीयन शुल्क 529  
 पंजीयन शुल्क 529  
 पंजीयन शुल्क 529  
 पंजीयन शुल्क 529  
 पंजीयन शुल्क 529  
 पंजीयन शुल्क 529  
 पंजीयन शुल्क 529  
 पंजीयन शुल्क 529

पंजीयन शुल्क 529  
 पंजीयन शुल्क 529  
 पंजीयन शुल्क 529

पंजीयन शुल्क

REGISTRATION CERTIFICATE



MICRO

MANUFACTURING

UDYAM-RJ-17-0007888

NAME OF ENTERPRISE

MAHABIR CHEMICAL INDUSTRIES

NAME OF UNITS

SNo.	Units Name		
1	MAHABIR CHEMICAL INDUSTRIES		
Flat/Door/Block No.	G680	Name of Premises/ Building	MAHABIR CHEMICAL INDUSTRIES
Village/Town	JAIPUR	Block	G-680
Road/Street/Lane	ROAD NO 9F2 VKI AREA	City	JAIPUR
State	RAJASTHAN	District	JAIPUR, Pin 302013
Mobile	9414068807	Email:	MAHABIRCHEMICAL@YAHOO.CO.IN

GENERAL ADDRESS OF ENTERPRISE

DATE OF INCORPORATION / REGISTRATION OF ENTERPRISE

01/04/1995

DATE OF COMMENCEMENT OF PRODUCTION/BUSINESS

01/04/1995

NATIONAL INDUSTRY CLASSIFICATION CODE(S)

SNo.	NIC 2 Digit	NIC 4 Digit	NIC 5 Digit	Activity
1	19 - Manufacture of coke and refined petroleum products	1920 - Manufacture of refined petroleum products	19201 - Production of liquid and gaseous fuels, illuminating oils, lubricating oils or greases or other products from crude petroleum or bituminous minerals	Manufacturing

UDYAM REGISTRATION

25/08/2020

Disclaimer: This is computer generated statement, no signature required.  
Printed form UDYAM Registration 2019

For assistance you may contact:

4 JAIPUR CITY  
JAIPUR

For Mahabir Chemical Industries

Prop./Manager



with the  
Ministry of  
MSME

[FORM NO. (2)]

[See Clause (5) 2]

## Form of Licence for Registration of an existing Unit/Proposed Unit/Renewal of Licence

Licence No. : 705/2018  
 Date of Issue. : 17-07-2018  
 Valid upto. : 16-07-2023


Licence to carry on the business of a processor is hereby granted to the party, at the palace and subject to the terms and conditions mentioned below and to the provisions of the lubricating Oils and Greases(Processing Supply & Distributions Regulation) Order,1987.

### Description of the party, the location of the unit and the specifications of the Product(s)

- 1.(i) Full name of the holder of the licence : Shri Chandar Prakash Sharma  
S/o Shri Narsingh Lal Sharma
- (ii) Address is Full : 1288/9, Choumu Thakur ki Haveli,  
Gangapole, Jaipur (Raj)
2. Location of the Unit : M/S Mahabir Chemical Industries  
G-680, Road No. 9F2, VKIA, Jaipur (Raj)
3. Location of the Storage : M/S Mahabir Chemical Industries  
G-680, Road No. 9F2, VKIA, Jaipur (Raj)
4. Capacity of the unit ( in Kilo liters) : 792 K.L. Yearly
5. Products produced/ to be produced and their specifications products :
  - i) Motor Oils :
  - ii) Gear Oils :
  - iii) Industrial Oils :
  - iv) Greases :
  - v) Other (Specify) :

( Relevant ISI Specifications, if product is of ISI specification, otherwise details of the specifications to which produced or proposed to be produced).

If licence has been renewed, particulars of the licence renewed.

  
 (Competent Authority)  
 Distt. Supply Officer  
 JAIPUR-1(RAJ.)



264

RAJASTHAN STATE POLLUTION CONTROL BOARD  
4, Institutional Area, Jhalana Doongari, Jaipur-302 004  
Phone: 0141-5159600, 5159695 Fax: 0141-5159697

AK 21



Registered

File No: F(HSW)/Jaipur(Jaipur)/45(1)/2009-2010/1626-1628

Date:- 30/06/2020

Unit Id : 1635

M/s Mahabir Chemicals Industries

G-680, Road No. 9 F 2, Vishwakarma Industrial Area, Tehsil: Jaipur

District: JAIPUR

Sub:- Authorization for operating a facility for Collection, Disposal, Generation, Reception, Storage of Hazardous Wastes Under Hazardous and Other Waste (Management and Transboundary Movement) Rules, 2016.

Ref:- Your application dated : 05/12/2019 received on 05/12/2019 and subsequent corresponde

Sir

- 1 Number of authorization RPCB/HWM/2020-2021/HSW/HSW/105.
- 2 Application Number : 255688 dated : 05/12/2019.
- 3 PROPRIETOR of M/s Mahabir Chemicals Industries is hereby granted an authorization based on the enclosed signed inspection report for Collection, Disposal, Generation, Reception, Storage of Hazardous waste on the premises situated at G-680, Road No. 9 F 2, Vishwakarma Industrial Area Tehsil: Jaipur(VKIA) District: JAIPUR.

Details of Authorization

SNo	Type of Hazardous waste	Category		Quantity/ Unit	Hazardous Waste Disposal Practice
		Sch	Code		
1	Chemical sludge from waste water treatment	I	35.3	2.00 KG/DAY	CTDF Udaipur
2	Organic residues from process	I	4.4	360.00 KG/DAY	Coprocessing in cement Kiln
3	Spent clay containing oil	I	4.5	240.00 KG/DAY	Coprocessing in cement Kiln
4	Used or spent oil	I	5.1	3600.00 KLA	Used as raw material

- 4 The authorization shall be in force for period from 01/03/2020 to 28/02/2025 .

For Mahabir Chemical Industries

Page 1 of 5

Prop./Manager

Signature valid

Digitally signed by Niraj Mathur  
Date: 2020.06.30 16:37:45 IST  
Reason: Self signed  
Location:





**RAJASTHAN STATE POLLUTION CONTROL BOARD**  
**4, Institutional Area, Jhalana Doongari, Jaipur-302 004**  
Phone: 0141-5159600,5159695 Fax: 0141-5159697

Registered

File No: F(HSW)/Jaipur(Jaipur)/45(1)/2009-2010/1626-1628

Date:- 30/06/2020

Unit Id : 1635

The authorization is subject to the following general and specific conditions :

A. General conditions of Authorization

1. The authorised person shall comply with the provisions of the Environment (Protection) Act, 1986, and the rules made there under.
2. The authorisation or its renewal shall be produced for inspection at the request of an officer authorised by the State Pollution Control Board.
3. The person authorised shall not rent, lend, sell, transfer or otherwise transport the hazardous and other wastes except what is permitted through this authorisation.
4. Any unauthorised change in personnel, equipment or working conditions as mentioned in the application by the person authorised shall constitute a breach of his authorisation.
5. The person authorised shall implement Emergency Response Procedure (ERP) for which this authorisation is being granted considering all site specific possible scenarios such as spillages, leakages, fire etc. and their possible impacts and also carry out mock drill in this regard at regular interval of time;
6. The person authorised shall comply with the provisions outlined in the Central Pollution Control Board guidelines on "Implementing Liabilities for Environmental Damages due to Handling and Disposal of Hazardous Waste and Penalty"
7. It is the duty of the authorised person to take prior permission of the State Pollution Control Board to close down the facility.
8. The imported hazardous and other wastes shall be fully insured for transit as well as for any accidental occurrence and its clean-up operation.
9. The record of consumption and fate of the imported hazardous and other wastes shall be maintained.
10. The hazardous and other waste which gets generated during recycling or reuse or recovery or pre-processing or utilisation of imported hazardous or other wastes shall be treated and disposed

Signature valid

Digitally signed by Niraj Mathur  
Date: 2020.06.30 16:37:45 IST  
Reason: Self signed  
Location:



Registered

File No: F(HSW)/Jaipur(Jaipur)/45(1)/2009-2010/1626-1620

Date: 30/06/2020

Unit Id : 1635

of as per specific conditions of authorisation.

11. The importer or exporter shall bear the cost of Import or export and mitigation of damages if any.
12. An application for the renewal of an authorisation shall be made as laid down under these Rules.
13. Any other conditions for compliance as per the Guidelines Issued by the Ministry of Environment, Forest and Climate Change or Central Pollution Control Board from time to time.
14. Annual return shall be filed by June 30th for the period ensuring 31st March of the year.

## B. Specific Conditions

- 5 That this authorization shall ceased to be valid & shall be liable to be revoked without any further notice in case of refusal/expiry of consent to operate under the provisions of Water(Prevention and Control of Pollution) Act,1974 and Air(Prevention and Control of Pollution)Act,1981 by the State Board.
- 6 That no other hazardous waste shall be recycle/reprocess without prior obtain authorisation from State Board as recycle/ re-processor of hazardous waste under the rule 6 of the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016.
- 7 That no hazardous waste shall be utilized for co-processing as a supplementary resource or for energy recovery, or after processing without prior & valid approval of Central Pollution Control Board under the rule 9 of the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016.
- 8 That in case of any expansion or change in process or product or change in mode / practice of disposal of hazardous waste or its quantity, industry shall obtain fresh authorization.
- 9 That the arrangements for transportation of the hazardous waste for disposal shall be done by the authorized/dedicated vehicles only and any environmental damages during Transportation shall be borne by sender/receiver who ever arrange the transportation.
- 10 The record of raw material procurement, production and generation & disposal of hazardous waste shall be maintained in logbook and copy of the same shall be submitted to Regional Office every month.
- 11 That this authorization is issued for procurement of raw material i.e. Used oil @ 3600 KLA and for the disposal of hazardous waste generated during process.

Signature valid

Digitally signed by Niraj Mathur  
Date: 2020.08.16:16:37:45 IST  
Reason: Signed  
Location:



24



**RAJASTHAN STATE POLLUTION CONTROL BOARD**  
**4, Institutional Area, Jhalana Doongari, Jaipur-302 004**  
 Phone: 0141-5159600,5159695 Fax: 0141-5159697

Registered

File No: F(HSW)/Jaipur(Jaipur)/45(1)/2009-2010/1626-1628

Date: 30/06/2020

Unit Id : 1635

- 12 That unit will submit Emergency Response Plan within one month.
- 13 That unit will label the hazardous waste containers in Form-B of the Rules, within one month.
- 14 That unit will submit copy of manifests within one month.
- 15 That unit will submit copy of annual return within one month.
- 16 The authorization is subject to the conditions stated at Annexure "A" enclosed with the authorization letter and the such conditions as may be specified in the Rules for the time being forced under the Environmental (Protection) Act, 1986.
- 17 The unit has to display and maintain the data online outside the factory main gate in Hindi & English both on a 6'X 4' display board in the manner & format prescribed at Annexure "B" and the report of the Compliance along with photograph shall be submitted to this office & Regional Office, time to time.
- 18 That the annual reports/returns in the form prescribed under the Rules shall be submitted to the Board by 30th June of every year and records of hazardous waste Generation, handling & management shall be maintained according to the provisions of the Hazardous Waste (Management and Transboundary Movement) Rules, 2016 and shown & submitted to the Board as and when asked for.
- 19 The hazardous waste should not be stored for a period beyond 90 days, failing which the authorization shall deemed to be revoked.
- 20 It shall be ensured that the Hazardous waste is handled, managed & disposed of strictly in accordance with the Hazardous and Other Waste (Management and Transboundary Movement) Rules, 2016. Non compliance of the Rules or any of the conditions contained in the authorization shall be tantamount to automatic cancellation/revocation of the authorization.
- 21 The operator of the facility shall liable to comply any other conditions as per the guidelines issued by the MoEF or CPCB or State Board related to collection, disposal, reception, storage & treatment of hazardous waste.
- 22 That Authorization is issued under the provisions of Hazardous and Other Waste (Management and Transboundary Movement) Rules, 2016 from the environmental angle only, and does not absolve the project proponent from the other statutory obligations prescribed under any other law or any other instrument in force. The sole and complete responsibility, to comply with conditions laid down in all other for the time-being in force, rests with the industry/unit/project proponent.

Signature valid

Digitally signed by Niraj Mathur  
 Date: 2020.06.30 16:37:45 IST  
 Reason: Self signed  
 Location:





RAJASTHAN STATE POLLUTION CONTROL BOARD  
4, Institutional Area, Jhalana Doongari, Jaipur-302 004  
Phone: 0141-5159600,5159695 Fax: 0141-5159697

25

Registered

File No: F(HSW)/Jaipur(Jaipur)/45(1)/2009-2010/1626-1628

Date:- 30/06/2020

Unit Id : 1635

23 That this Authorization shall not, in any way, adversely affect or jeopardize the legal proceeding, if any, instituted in the past or that could be instituted against you by the State Board for violation of the provisions of the Act or the Rules made thereunder.

This bears the approval of the competent authority.

Yours Sincerely

Group Incharge

Copy To:-

- 1 Regional Officer, Regional Office, Rajasthan State Pollution Control Board, Jaipur (North) you are requested to ensure the compliance of authorisation conditions under the Hazardous and Other Waste (Management and Transboundary Movement) Rules, 2016
- 2 Master File

}}  
Group Incharge

Signature valid

Digitally signed by Niraj Mathur  
Date: 2020.06.30 16:37:45 IST  
Reason: Self signed  
Location:





269 Office (HSW) A/S 26

Rajasthan State Pollution Control Board

4, Institutional Area, Jhalana Doongari, Jaipur-302 004

Phone: 0141-5159600,5159695



Registered

File No : F(HSW)/Jaipur(Jaipur)/45(1)/2009-2010/2871-2873

Order No : 2023-2024/HSW/9588

Date: Jul 27 2023 10:07AM

Unit Id : 1635

M/s Mahabir Chemicals Industries

G-680, Road No. 9 F 2, Vishwakarma Industrial Area ,

Tehsil:Jaipur

District:JAIPUR

Sub: **Consent to Operate** under Section 25/26 of the Water (Prevention & Control of Pollution) Act, 1974 and under Section 21(4) of Air (Prevention & Control of Pollution) Act, 1981.

Ref: Your application for Consent to Operate dated 23/11/2022 and subsequent correspondence.

Sir,

**Consent to Operate** under the provisions of Section 25/26 of the Water (Prevention & Control of Pollution) Act, 1974 (hereinafter to be referred as the Water Act) and under Section 21 of the Air (Prevention & Control of Pollution) Act, 1981, (hereinafter to be referred as the Air Act) as amended to date and rules & the orders issued thereunder is hereby granted for your Mahabir Chemicals Industries plant situated at G-680, Road No 9 F 2, Vishwakarma Industrial Area JAIPUR Tehsil:Jaipur(VKIA) District:JAIPUR , Rajasthan, subject to the following conditions:-

- 1 That this Consent to Operate is valid for a period from 01/02/2023 to 31/01/2028 .
- 2 That this Consent is granted for manufacturing / producing following products / by products or carrying out the following activities or operation/processes or providing following services with capacities given below:

Particular	Type	Quantity with Unit
Re-refiend oil	Product	3,600.00 KLA

- 3 That this Consent to Operate is for existing plant, process & capacity and separate Consent to Establish/Operate is required to be taken for any addition / modification / alteration in process or change in capacity or change in fuel.
- 4 That the quantity of effluent generation along with mode of disposal for the treated effluent shall be as under:





270

Head Office (HSW)

Rajasthan State Pollution Control Board  
4, Institutional Area, Jhalana Doongari, Jaipur-302 004  
Phone: 0141-5159600,5159695

27

Registered

File No : F(HSW)/Jaipur(Jaipur)/45(1)/2009-2010/2871-2873

Date: Jul 27 2023 10:07AM

Order No : 2023-2024/HSW/9588

Unit Id : 1635

Type of effluent	Max. effluent generation (KLD)	Recycled Qty of Effluent (KLD)	Disposed Qty of effluent (KLD) and mode of disposal
Domestic Sewage	0.700	NIL	0.700 Septic Tank and Soakpit
Trade Effluent	1.200	1.200	NIL Reuse in Process

5 That the sources of air emissions along with pollution control measures and the emission standards for the prescribed parameters shall be as under:

Sources of Air Emissions	Pollution Control Measures	Prescribed	
		Parameter	Standard
D G SET( 62.5KVA)	ACOUSTIC ENCLOSURE , ADEQUATE STACK HEIGHT	--	--
ONE OIL FIRED BOILER( 600KG/HOUR)	ADEQUATE AIR POLLUTION CONTROL MEASURES , ADEQUATE STACK HEIGHT	SO2 Particulate Matter NOx	600 Mg/Nm3 150 Mg/Nm3 300 Mg/Nm3
ONE OIL FIRED THERMOPACK( 2LAC KCAL/HR)	ADEQUATE STACK HEIGHT , WET SCRUBBER	SO2	600 Mg/Nm3





## Registered

File No : F(HSW)/Jaipur(Jaipur)/45(1)/2009-2010/2871-2873

Date: Jul 27 2023 10:07 AM

Order No : 2023-2024/HSW/9588

Unit Id : 1635

		Particulate Matter	150 Mg/Nm <sup>3</sup>
		NOx	300 Mg/Nm <sup>3</sup>
ONE OIL FIRED THERMOPACK (SLACK CAL. HR)	ADEQUATE STACK HEIGHT, WET SCRUBBER	SO <sub>2</sub>	600 Mg/Nm <sup>3</sup>
		Particulate Matter	150 Mg/Nm <sup>3</sup>
		NOx	300 Mg/Nm <sup>3</sup>

- 6 That industry shall adopt phytoremediation techniques to reduce the contamination of heavy metals within the premises, for that industry shall grow Sunflower, Ricinus communis (land) & water hyacinth as much as possible and submit compliance report to the State Board.
- 7 That this Consent to Operate is being granted on the basis of total project cost not exceeding Rs 77.55 lacs which includes the cost of plant & machinery. In case of any increase in the project cost, the industry shall be liable to deposit the balance amount of the consent fee, as the case may be.
- 8 That this consent to operate is valid for Processing of used oil @ 3600 KLA, as per Authorisation registration of Rajasthan State Pollution Control Board & industry shall comply with conditions of the Authorisation.
- 9 That industry shall not procure hazardous waste i.e. Used & waste oil without having valid authorization from the State Board
- 10 That industry shall comply with all the conditions laid down in authorization.
- 11 That it will be ensured that the unit is not operated without valid consent to operate under Water (Prevention & Control of Pollution) Act 1974 and Air(Prevention & Control of Pollution) Act 1981 and authorization under Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016,
- 12 That no waste water shall be discharged inside or outside the factory premises and thus zero discharged conditions shall be maintained.
- 13 That trade effluent (1.2 KLD) generated from process shall be treated up to norms mentioned as above and shall be re-used in the process within the premises





Head Office (HSW) **272**

Rajasthan State Pollution Control Board  
4, Institutional Area, Jhalana Doongari, Jaipur-302 004  
Phone: 0141-5159600,5159695

29

Registered

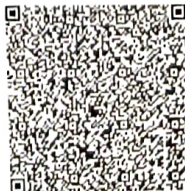
File No : F(HSW)/Jaipur(Jaipur)/45(1)/2009-2010/2871-2873

Order No: 2023-2024/HSW/9588

Date: Jul 27 2023 10:07AM

Unit Id : 1635

- 14 That no waste water (domestic & trade effluent) shall be discharged outside the factory premises in any case and complete zero discharge status shall be maintained.
- 15 That water flow meters shall be provided and maintained at all suitable points to measure quantity of received and water consumption for different purposes. Record of the same shall be maintained on daily basis.
- 16 That industry shall provide and maintain adequate stack height and air pollution control measures at all the sources of air emission to achieve the prescribed standards/norms.
- 17 That the industry shall carryout effluent sampling/stack monitoring/ambient air quality monitoring and submit half yearly analysis report from the State Board laboratory/laboratory recognized by Ministry of Environment & Forests (MoE&F), Government of India
- 18 That the industry shall provide separate energy metering device for effluent treatment plant and daily record of energy consumption shall be maintained in logbook.
- 19 That industry shall comply with the provisions of Hazardous & other Waste Management and Transboundary Movement) Rules, 2016 and daily record of hazardous wast generation and its disposal shall be maintained.
- 20 That unit shall maintain scrubber so as to absorb air pollutants/odor before release into atmosphere through stack of minimum height 30 meter from ground level
- 21 That no other hazardous waste covered under the schedule IV of the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016, shall be procured or processed without Prior Obtain authorization and passbook from Rajasthan State Pollution Control Board.
- 22 That the industry shall submit the half yearly compliance report of all the above conditions to the State Board.
- 23 That all precautionary measures be taken so that no Volatile Organic Carbon (VOC) shall be released in the atmosphere.
- 24 That unit shall maintain adequate capacity of ETP so as to treat the waste water generated from the Dehydration process/Vacuum pump etc. so as to meet the prescribed standards and treated water is recycled in process etc
- 25 That no industrial effluent will be discharged inside or outside the factory premises.
- 26 That all precautions / measures to be taken as mentioned in Guidelines for Environmentally Sound Recycling of Hazardous wastes issued by the CPCB January 2010





Head Office (HSW )  
**273**  
Rajasthan State Pollution Control Board  
4, Institutional Area, Jhalana Doongari, Jaipur-302 004 30  
Phone: 0141-5159600,5159695

Registered

File No : F(HSW)/Jaipur(Jaipur)/45(1)/2009-2010/2871-2873

Order No : 2023-2024/HSW/9588

Date: Jul 27 2023 10:07AM

Unit Id : 1635

- 27 That unit shall not dispose off any hazardous waste in grey/unauthorized market for further processing/disposal
- 28 That the entire industrial effluent shall be treated and recycled in process and no discharge shall be made within or out of the premises.
- 29 That the industry shall submit the half yearly compliance report of all the above conditions to the State Board.
- 30 That the industry shall not use pet coke/furnace oil in any process/service/utility to comply with the order dated 17/11/2017 of Hon'ble Supreme Court, wherein ban has been imposed on the use of pet coke and furnace oil in the State of Rajasthan.
- 31 The Industry shall provide water meters t borewell within 30 days time period and shall submit the report to the State Board.
- 32 That fresh water consumption for the industry shall not exceed 3.0 KLD which is proposed to be sourced from ground water and affirmed that the permission of Central Ground Water Authority is not required.
- 33 That the industry shall not abstract ground water without prior permission of Control Ground Water Authority (CGWA).
- 34 That the domestic effluent (0.7 KLD) shall be treated through scientifically designed septic tank and soak pit.
- 35 That industry shall maintain effluent treatment plant (ETP) of adequate capacity for treatment of effluent generated from the industry and treated effluent/water (0.9 KLD) shall be reuse in process (Ingot/slag quenching).
- 36 That, notwithstanding anything provided hereinabove, the State Board shall have the power and reserves its right, as contained under Section 27(2) of the Water Act and under Section 21(6) of the Air Act to review anyone or all of the conditions imposed here in above and to make such variation as it deems fit for the purpose of Air Act & Water Act.
- 37 That the grant of this **Consent to Operate** is issued from the environmental angle only, and does not absolve the project proponent from the other statutory obligations prescribed under any other law or any other instrument in force. The sole and complete responsibility to comply with the conditions laid down in all other laws for the time-being in force, rests with the industry/ unit/ project proponent.
- 38 That the grant of this **Consent to Operate** shall not, in any way, adversely affect or jeopardize the legal proceeding, if any, instituted in the past or that could be instituted against you by the State Board for violation of the provisions of the Water Act and Air Act or the Rules made thereunder.





Head Office (HSW) 274

Rajasthan State Pollution Control Board

4, Institutional Area, Jhalana Doongari, Jaipur-302 004 31

Phone: 0141-5159600,5159695

Registered

File No : F(HSW)/Jaipur(Jaipur)/45(1)/2009-2010/2871-2873

Date: Jul 27 2023 10:07AM

Order No: 2023-2024/HSW/9588

Unit Id : 1635

- 39 That the Project Proponent shall comply with provisions of the E-waste (Management) Rules, 2016 and ensure that e-waste generated by them is channelized through collection centre or dealer of authorized producer or dismantler or recycler or through designated take back service provider of the producer to authorized dismantler or recycler.
- 40 That the Project Proponent shall maintain record of e-waste generated by them in Form-2 and make such records available for scrutiny by the Board.
- 41 That the Project Proponent shall file annual returns in Form-3, to the Board on or before the 30th day of June following the financial year to which that return relates.
- 42 That the transportation of e-waste shall be carried out as per the manifest system whereby the transporter shall be required to carry a document (three copies) prepared by the sender, giving the details as per Form-6.
- 43 That the Project Proponent shall comply with provisions of the Batteries (Management and Handling) Rules, 2001 (as amended) and submit half yearly returns (as bulk consumer, importer, auctioneer, recycler as the case may be) to the State Board as provided under Rule 10 (2) (ii) of the Battery (Management and Handling) Rules, 2001 (as amended). In case the Project Proponent is not a bulk consumer even then the used batteries shall be returned to the authorized dealers or recyclers only.
- 44 That the record of batteries purchased and sold/ returned to registered dealers and/ or authorized recyclers shall be maintained and made available to the officers of the Board during inspections.

This **Consent to Operate** shall also be subject, besides the aforesaid specific conditions, to the general conditions given in the enclosed Annexure. The Project Proponent will comply with the provisions of the **Water Act and Air Act** and to such other conditions as may, from time to time, be specified, by the State Board under the provisions of the aforesaid Act(s). Please note that, non compliance of any of the above stated conditions would tantamount to revocation of **Consent to Operate** and Project Proponent / occupier shall be liable for legal action under the relevant provisions of the said Act(s).

This bears approval of the competent authority.

Yours sincerely,

Group Incharge [ HSW ]



275 Regional Office (HSW)

Rajasthan State Pollution Control Board  
4, Institutional Area, Jhalana Doongari, Jaipur-302 004  
Phone: 0141-5159600,5159695

32

Registered

File No : F(HSW)/Jaipur(Jaipur)/45(1)/2009-2010/2871-2873

Date: Jul 27 2023 10:07AM

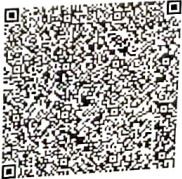
Order No: 2023-2024/HSW/9588

Unit Id : 1635

(A): Copy to:-

- 1 Regional Officer, Regional Office, Rajasthan State Pollution Control Board, Jaipur(North)
- 2 Master File.

Group Incharge[ HSW ]





**TEAM TEST HOUSE** A/6 33  
(Unit of Team Institute of Science & Technology Pvt. Ltd.)



Approved by Ministry of Environment and Forest, Government of India as Environmental Laboratory  
 Registered under ISO 9001:2015, ISO 14001:2015, ISO 45001:2018 (OH&S) JDA/UDH  
 Office: E-05, Chitrangan Marg,  
 Jaipur - 302001, Rajasthan  
 Phone: +91 6372210064, 9414077379,  
 Website: www.teamtesthouse.com  
 Email: team.bdhead@gmail.com  
 Laboratory : G-1-584, RICO Industrial Area,  
 Sitapura, Jaipur - 302022, Rajasthan  
 Phone : +91 9460222039, 9460222049,  
 E mail : director@teamtesthouse.com,  
 E mail : marketinglab@teamtesthouse.com

### TEST REPORT

Report No./CLR	TC502522400003530	Date :	03-12-2022
Client/To	M S Mahabir Chemical Industries G-680, Road No. 9F-2, VKI Area, Jaipur, Jaipur (Rajasthan).	Type of Unit :	Oil processing unit
Kind of Sample	Ambient Air Quality Monitoring	Date of Sample Collection/Monitoring :	29-11-2022
Point of Collection	Near Main Gate	Date of Receipt :	30-11-2022
Period of Test/analysis	30-11-2022 to 03-12-2022	Sampling Plan :	IS 5182:2000(Part 14)RA 2014
Name of Sample	-	Sample Collected By :	kishan murari
Name of Representative	Mr Mukesh Sharma	Condition of Sample :	Fit for testing

### RESULTS

S.No	Parameters	Observed Value	Testing Protocol	Limits as per National Ambient Air Quality Standard, 2009
1	Carbon Monoxide [microgram/m3]	330	TTH/AAQM/08	4000
2	Nitrogen Dioxide as NO2 [microgram/m3]	15.39	IS 5182 (Part 6) : 2006 Reaffirmed 2017	80.00
3	Particulate Matter (PM2.5) [microgram/m3]	41.33	IS 5182 (Part 24) : 2019	60.00
4	Sulphur Dioxide [microgram/m3]	3.7	IS 5182 (Part 2) : 2001-RA 2017	80.00
5	Particulate Matter (PM 10) [microgram/m3]	83.11	IS 5182 (Part 23)-2006 RA 2017	100.00

Results listed refer only to the tested sample (s) & parameters (s). Endorsement of products is neither inferred nor implied.  
 This report is to be reproduced wholly or in part and can not be used as evidence in the court of law and should not be used in any  
 legal proceedings without special permission in writing.  
 This report is valid for 15 days from the date of issue of test report unless otherwise specified.

Signature of Mr. Yogi

Authorized Signatory  
(Report No: TC502522400003530)



## TEAM TEST HOUSE

(Unit of Team Institute of Science &amp; Technology Pvt. Ltd.)

Approved by Ministry of Environment and Forest, Government of India as Environmental Laboratory  
 ISO 9001:2015, ISO 14001:2015, ISO 45001:2018 (OH&S) JDA/UDH

Office: T-6, Chitranganj Marg,  
 Sitapura, Jaipur - 302001, Rajasthan  
 Phone : +91 9460222039, 9460222049,  
 Website : www.teamtesthouse.com  
 E-mail : teamtesthouse@gmail.com

Laboratory : C-I 584, RICO Industrial Area,  
 Sitapura, Jaipur - 302022, Rajasthan  
 Phone : +91 9460222039, 9460222049,  
 E-mail : director@teamtesthouse.com,  
 E-mail : marketinglab@teamtesthouse.com

## TEST REPORT

Report No. ULR No.	TC502522500001704	Date :	03-12-2022
Client Name	M/S Mahabir Chemical Industries (G-680, Road No. 9F-2, VKI Area, Jaipur, Jaipur (Rajasthan).	Type of Unit :	Oil processing unit
Parameter Sample	D <sub>5</sub> Stack Emission Level (< 800KW)	Date of Sample Collection/Monitoring :	29-11-2022
Equipment Collection	DG Set 62.5 KVA	Date of Receipt :	30-11-2022
Period of Test Analysis	30-11-2022 to 03-12-2022	Sampling Plan :	IS 11255:2008(Part 3)RA 2018
Quantity of Sample		Sample Collected By :	kishan murari
Client Representative	Mr Mukesh Sharma	Condition of Sample :	Fit for testing

## RESULTS

Sl. No.	Parameters	Observed Value	Testing Protocol	Limits as per Environment protection rules, 1986
1	Particulate Matter [g/kw-hr]	0.11	CPCB Guidelines	0.3
2	Sulphur Dioxide [g/kw-hr]	BDL(<0.02)	Instruction Manual Kane 900 Plus	-
3	Oxides of Nitrogen [g/kw-hr]	1.54	Instruction Manual Kane 900 Plus	9.2
4	Carbon Monoxide [g/kw-hr]	1.22	Instruction Manual Kane 900 Plus	3.5

The results here refer only to the tested sample (s) & parameters (s). Endorsement of products is neither inferred nor implied.  
 This report is not to be reproduced wholly or in part and can not be used evidence in the court of law and should not be used in any  
 other manner without our special permission in writing.  
 The samples will be destroyed after 15 days from the date of issue of test report unless otherwise specified.

Authorized Signatory  
 (Report No: TC502522500001704)



25

**TEAM TEST HOUSE**  
(Unit of Team Institute of Science & Technology Pvt. Ltd.)

Approved by Ministry of Environment and Forest, Government of India as Environmental Laboratory

RSPCB

ISO 9001:2015,

ISO 14001:2015,

ISO 45001:2018 (OH&amp;S)

JDA/UDH

Office : E-65, Chitranganj Marg,  
C-Scheme, Jaipur - 302001, Rajasthan  
Phone : +91 6377210064, 9414077379,  
Website : www.teamtesthouse.com  
Email : team\_bdhead@gmail.com

Laboratory : G1-584, RIICO Industrial Area,  
Sitapura, Jaipur - 302022, Rajasthan  
Phone : +91 9460222039, 9460222049,  
Email : director@teamtesthouse.com,  
Email : marketinglab@teamtesthouse.com

## TEST REPORT

Report No. ULR	500001704	Date :	03-12-2022
Issued To	M/S Mahabir Chemical Industries G-680, Road No. 9F-2, VKI Area, Jaipur, Jaipur (Rajasthan).	Type of Unit :	Oil processing unit
Type of Sample :	DG Stack Emission Level (< 800KW)	Date of Sample Collection/Monitoring :	29-11-2022
Point of Collection	DG Set 62.5 KVA	Date of Receipt :	30-11-2022
Date of Test Analysis :	30-11-2022 to 03-12-2022	Sampling Plan :	IS 11255:2008(Part 3)RA 2018
Quantity of Sample	-	Sample Collected By :	kishan murari
Name of representative	Mr Mukesh Sharma	Condition of Sample :	Fit for testing

## RESULTS

S No	Parameters	Observed Value	Testing Protocol	Limits as per Environment protection rules, 1986
1	Hydrocarbon [g/kw-hr]	0.42	IS 5182 (Part 21) : 2001 RA 2017	1.3

- The results listed refer only to the tested sample (s) & parameters (s). Endorsement of products is neither inferred nor implied.
- This report is not to be reproduced wholly or in part and can not be used evidence in the court of law and should not be used in any advertising media without our special permission in writing.
- The samples will be destroyed after 15 days from the date of issue of test report unless otherwise specified.

Senior Analyst:

*Rajesh Maheshwari*  
Rajesh Maheshwari

*Rajesh Maheshwari*  
Authorized Signatory  
(Report No: 500001704)



# 279 TEAM TEST HOUSE

36



(Unit of Team Institute of Science & Technology Pvt. Ltd.)

Approved by Ministry of Environment and Forest, Government of India as Environmental Laboratory

ISO 9001

ISO 9001:2015,

ISO 14001:2015,

ISO 45001:2018 (OH&S)

JDA/UDH

Office: E-65, Chitranganj Marg,  
Scheme, Jaipur - 302001, Rajasthan  
Phone : +91 9377210064, 9414077379,  
Website : www.teamtesthouse.com  
E-mail : testlabhead@gmail.com

Laboratory : G1-584, RICO Industrial Area,  
Sitapura, Jaipur - 302022, Rajasthan  
Phone : +91 9460222039, 9460222049,  
Email : director@teamtesthouse.com,  
E-mail : marketinglab@teamtesthouse.com

## TEST REPORT

Report No. ULR No	TC502522500001705	Date :	03-12-2022
Issued To	M/S Mahabir Chemical Industries G-680, Road No. 9F-2, VKI Area, Jaipur, Jaipur (Rajasthan),	Type of Unit :	Oil processing unit
Type of Sample	Stack Emission Level	Date of Sample Collection/Monitoring :	29-11-2022
Point of Collection	One Oil Fired Boiler (600KG / HOUR)	Date of Receipt :	30-11-2022
Date of Test Analysis	30-11-2022 to 03-12-2022	Sampling Plan :	IS 11255:2008(Part 3)RA 2018
Quantity of Sample	-	Sample Collected By :	kishan murari
Unit's representative :	Mr Mukesh Sharma	Condition of Sample :	Fit for testing

### RESULTS

S.No	Parameters	Observed Value	Testing Protocol
1	Particulate matter [mg/Nm <sup>3</sup> ]	222.26	IS 11255 (Part 1):1985 Reaffirmed 2014

- The results listed refer only to the tested sample (s) & parameters (s). Endorsement of products is neither inferred nor implied.
- This report is not to be reproduced wholly or in part and can not be used evidence in the court of law and should not be used in any advertising media without our special permission in writing.
- The samples will be destroyed after 15 days from the date of issue of test report unless otherwise specified.

Senior Analyst *Mohit Yogi*

Authorized Signatory *Rajiv*  
(Report No: TC502522500001705)



## TEAM TEST HOUSE

(Unit of Team Institute of Science &amp; Technology Pvt. Ltd.)

37



Approved by Ministry of Environment and Forest, Government of India as Environmental Laboratory

RSPCB

ISO 9001:2015,

ISO 14001:2015,

ISO 45001:2018 (OH&amp;S)

JDA/UDH

Office : F-65, Chitranjan Marg,  
 U.S. Scheme, Jaipur - 302001, Rajasthan  
 Phone : +91 6377210064, 9414077379,  
 Website : www.teamtesthouse.com  
 Email : team.tdhead@gmail.com

Laboratory : GI-584, RIICO Industrial Area,  
 Sitapura, Jaipur - 302022, Rajasthan  
 Phone : +91 9460222039, 9460222049,  
 Email : director@teamtesthouse.com,  
 Email : marketinglab@teamtesthouse.com

## TEST REPORT

Report No./ULR No.	TC502522500001706	Date :	03-12-2022
Issued To	M.S Mahabir Chemical Industries G-680, Road No. 9F-2, VKI Area, Jaipur, Jaipur (Rajasthan).	Type of Unit :	Oil processing unit
Type of Sample :	Stack Emission Level	Date of Sample Collection/Monitoring :	29-11-2022
Point of Collection	One Oil Fired Thermopack Heater (2 LAC KCAL/HR)	Date of Receipt :	30-11-2022
Date of Test Analysis :	30-11-2022 to 03-12-2022	Sampling Plan :	IS 11255:2008(Part 3)RA 2018
Quantity of Sample	-	Sample Collected By :	kishan murari
Unit's representative	Mr Mukesh Sharma	Condition of Sample :	Fit for testing

## RESULTS

S.No	Parameters	Observed Value	Testing Protocol
1	Particulate matter [mg/Nm <sup>3</sup> ]	198.54	IS:11255 (Part 1):1985 Reaffirmed 2014

## Notes

- The results listed refer only to the tested sample (s) & parameters (s). Endorsement of products is neither inferred nor implied.
- This report is not to be reproduced wholly or in part and can not be used evidence in the court of law and should not be used in any advertising media without our special permission in writing.
- The samples will be destroyed after 15 days from the date of issue of test report unless otherwise specified.

Senior Analyst

Mol Yogi

Authorized Signatory

Raj (Report No. TC502522500001706)



# TEAM TEST HOUSE

(Unit of Team Institute of Science & Technology Pvt. Ltd.)

38



Approved by Ministry of Environment and Forest, Government of India as Environmental Laboratory

ISPCB

ISO 9001:2015,

ISO 14001:2015,

ISO 45001:2018 (OH&amp;S)

JDA/UDH

Office: T-65, Chitrangan Marg,  
A Scheme, Jaipur - 302001, Rajasthan  
Phone: +91 8377210064, 9414077379,  
Website: www.teamtesthouse.com  
Email: team.bdhead@gmail.com

Laboratory: G1-584, RIICO Industrial Area,  
Sitapura, Jaipur - 302022, Rajasthan  
Phone: +91 9460222039, 9460222049,  
Email: director@teamtesthouse.com,  
Email: marketinglab@teamtesthouse.com

## TEST REPORT

Report No. ULR No.	TC502522500001707	Date :	03-12-2022
Issued To	M/S Mahabir Chemical Industries G-680, Road No. 9F-2, VKI Area, Jaipur, Jaipur (Rajasthan).	Type of Unit :	Oil processing unit
Type of Sample :	Stack Emission Level	Date of Sample Collection/Monitoring :	29-11-2022
Point of Collection	One Oil Fired Thermopack Heater (3 LAC KCAL/HR)	Date of Receipt :	30-11-2022
Date of Test Analysis :	30-11-2022 to 03-12-2022	Sampling Plan :	IS 11255:2008(Part 3)RA 2018
Quantity of Sample :	-	Sample Collected By:	kishan murari
Unit's Representative :	Mr Mukesh Sharma	Condition of Sample :	Fit for testing

## RESULTS

S.No	Parameters	Observed Value	Testing Protocol
1	Particulate matter [mg/Nm <sup>3</sup> ]	125.92	IS 11255 (Part 1):1985 Reaffirmed 2014

Notes -

- The results listed refer only to the tested sample (s) & parameters (s). Endorsement of products is neither inferred nor implied.
- This report is not to be reproduced wholly or in part and can not be used evidence in the court of law and should not be used in any advertising media without our special permission in writing.
- The samples will be destroyed after 15 days from the date of issue of test report unless otherwise specified.

*Pray*  
Senior Analyst Mal Yogi

*Bay*  
Authorized Signatory  
(Report No: TC502522500001707)

11 JUL 2014

MEMORANDUM OF UNDERSTANDING

This amended MOU is signed on 30<sup>th</sup> day of July 2014 between M/s SHREE CEMENT LTD. BEWAR here in after called the 'User' on the first part and M/s MAHABIR CHEMICAL INDUSTRIES, G-680, ROAD NO. 9F2, VKIA, JAIPUR, RAJ, herein after called the 'Generator' on the second part. The 'User' has agreed to accept Organic Residue (waste category-4.4) and Spent clay (waste category-4.5), hazardous wastes under section 6, 8 & 25 of Environmental (Protection) Act, 1986, for co-processing in their cement Kila at Bewar, under controlled environmental friendly conditions as per Hazardous Waste (Management, Handling & Transboundary Movement) Rules, 2008 (amended in 2010) and co-processing guidelines issued by CPCB on 2010, to contribute towards elimination of nationwide hazardous wastes problem. Now by consent of both this MOU dated 30.7.2014 witnesses' as under:

Validity of agreement: This MOU is initially for a period of about Two year i.e. w.e.f. July 1<sup>st</sup>, 2014 up to June 30<sup>th</sup>, 2016 and is subject to extension for a further period as mutually agreed upon. This MOU can be terminated by giving one month notice on either side or even earlier with mutual consent.

Co processing charge: Generator shall be pay Rs 1000/mt for Spent clay and Rs 2000/ mt for Organic Residue as co processing charge. Unloading of Organic Residue will be done by User. Monthly invoice will be generated as per quantity mentioned in manifest (Form No-13 as per HWM rules-2008).

Note-

1. Spent clay will be transported in authorized Hydraulic Tipper only.
2. Supplier may club waste material with other oil recycler's same waste. The invoices will be sent individually as per quantity in manifest.
3. Waste generator shall provide TDS certificate for TDS deducted on invoiced amount.

Security Deposit & Payment terms: An amount of Rs.10, 000/- has to be made by the 'Generator' as security deposit at the time of signing this MOU for each waste (i.e. Rs 20,000 for both wastes), which shall be refundable at the time of



Termination of this MoU without any interest after deducting or adding any balance left on waste generators account.

Waste generator shall pay the bill within 15 days of receipt of the invoice.

Service tax @12.36% shall be paid extra by waste generator.

Delivery : Material is to be transported by the 'Generator' at 'user' premises without any incidence of Freight to the 'User' in environment friendly conditions complying all statutory rules and regulations as may be in force from time to time. Return of emptied drums (in case of Organic residue) and bags (in case of Spent clay) from user site is responsibility of 'Generator' and all emptied drums and bags after unloading of waste should be taken back by the waste generator at its own cost.

Annual Maintenance : That in view of annual shutdowns of 'user' kilns which normally takes one month, and in similar situation when Organic Residue and Spent Clay not required at 'user's end, there will be no commitment charges claimed by 'user'. The 'user' shall intimate well in advance at least two weeks period in advance thru e-mail/telephonic message.

Force Majure: Both parties shall not be liable for any of their failure or delay in performance on either part due to any causes beyond their control viz fires, floods, strikes, go slow, lock - out, closure war or hostilities, riots or epidemics, civil commotion, accident by fire or explosion, Earthquake, tempest, lightening or other natural and physical disaster.

Environment clearance: The acceptance and use of this Hazardous material at 'user' plant shall be subject to consent from respective State Pollution Control Board. The 'Generator' shall also have valid Authorization and shall renew before expiry of the same from time to time under the Hazardous Waste (Management, Handling & Transboundary Movement) Rules, 2008.

Jurisdiction: In the event of any dispute arising out of this Memorandum of Understanding Beawar Court, District: Ajmer (Raj.) shall have the sole jurisdiction in the matter.

Signed by respective authorized signatories for and on behalf of SHREE CEMENT LTD, BEAWAR and M/s MAHABIR CHEMICAL INDUSTRIES, G-680, ROAD NO. 9F2, VKIA, JAIPUR, RAJ., in token of acceptance of above terms and conditions.

For & on behalf of  
M/s Shree



*[Handwritten signature]*

Witness1

*[Handwritten signature]*

(RANJAT GOSWAMI)

for & on behalf of

M/S MAHABIR CHEMICAL INDUSTRIES

*[Handwritten signature]*

Witness2

KAMAL PANDAK  
23 & 24 LAXMAN COLONY,  
SIYAM NAGAR, JAIPUR

BEFORE THE NATIONAL GREEN TRIBUNAL  
CENTRAL ZONE BENCH BHOPAL

Original Application No.97/2022 (CZ)  
IA No.48/2023  
Kamal Tiwari

**Versus**

Union of India and Others

**AFFIDAVIT IN SUPPORT OF THE DOCUMENTS**

I, Chandra Prakesh Sharma s/o Shri Narsingh Lal Sharma aged 70 years, Owner of Mahabir Chemical Industries Plot G-680, VKIA, Jaipur do hereby take oath and state as under: -

1. That being authorized signatory of the respondent No.14 I am well conversant with the facts and circumstances of the case and am competent to swear this affidavit.
2. That annexed documents Annexure R1 to R5 is true and correct Photostat copy of the original / office copy.

*Identified by  
Kamal*

  
(Deponent)

**VERIFICATION**

I, the above-named Deponent do hereby verify that the aforesaid affidavit is true and correct to the best of my knowledge, belief and I have not suppressed any material therein, so help me GOD.

  
(Deponent)

VAKALATNAMABEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL, CENTRAL  
ZONE, BENCH, BHOPALOriginal Application No.  
IA No.

Versus

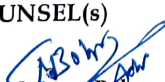
Union of India &amp; Others

Know all men by these presents that I/we the undersigned SHRI CHANDRA PRANAV SHARMA  
Son of Shri LATE NARAYAN LAL SHARMA Resident of  
C-680, V.P.S. AREA, JAIPUR.


....., in the above case do hereby make, constitute and appoint Mr. Shiv Narayan Bohra, Iskandh, Advocates, my/our true and lawful attorneys, for my/our name, and on my/our behalf to appear plead and act in the said case, and more particularly to draw, make, present, withdraw, amend represent and verify petition, plaints or written statements and to make, present applications or petition in the court, to present, withdraw and receive documents and any money from the court or from the opposite party either in execution of the decree or otherwise, and on receipt of payment thereof to sign and deliver for me/us proper receipts and discharges for the same, to compromise or to refer the case to arbitration, to seek execution of the decree or any orders in the case, to draw, make present, withdraw, amend and represent any memorandum of appeal or cross objections in any appeal arising or to seek reviews or revision of any judgments, decree or order in the case, to appear, conduct and plead in all such writ/appeals/revisions and reviews, and to do all other lawful acts and things as effectually as I/we could do the same whether being personally present or otherwise, my/our said counsel is/are also hereby authorized and empowered to instruct, engage or appoint any other any other counsel or counsels to appear, plead and act with or for him/them in his/their absence or otherwise as my/our said counsel my think proper to do so, all acts of such counsel or counsels shall be equally and similarly and binding on me/us as if done by my/our said counsel and as if done by me/us personally. I/we hereby agree that if any part of the said counsel's fee remains unpaid before the first hearing of the case or if any hearing of the case be fixed on tour or at any other place except the usual court premises, then my/our said counsel will not be bound to appear before the court. The counsel's fee now settled and agreed to is in respect of this court and for the pending proceeding only. Any fresh action hereafter taken will entitle the counsel to fresh fees I/we also agree that if the case be dismissed in default or it be proceeded ex-party under any circumstances whatsoever the said counsel shall not be held responsible for the same and all whatsoever my/our said counsel shall do in connection with the said case, I/we do hereby agree to ratify and confirm. any costs awarded in the case at any time in my/our favour shall from part of the counsel's claim and shall be payable to him/them in addition to his/their fees in the case.

IN WITNESS WHEREOF I/we have here to set my /our hand(s)  
at JAIPUR the 26-8-2023 day of \_\_\_\_\_ and delivered to the  
said counsel(s)

COUNSEL(s)

  
Shiv Narayan Bohra, Advocate  
Enr. No. R/465/1994  
Mob. 9414074734  
E-mail: advocatensbohra1969@gmail.com

CLIENT (s)

1.   
2. \_\_\_\_\_



Shiv Narayan Bohra &lt;advocatesbohra1969@gmail.com&gt;

---

**Copy Of Reply in The Case Of Kamal Tiwari vs Union Of India and Others in OA : 97/2022**

1 message

---

**Shiv Narayan Bohra** <advocatesbohra1969@gmail.com>  
To: NGT/ Adv Krishan Sharma <advocatekrishna@gmail.com>

Sat, Aug 26, 2023 at 5:57 PM

Dear sir,  
Please find attached copy of the reply on behalf of respondent number:14 (Mahabir Chemicals )

--

**Thanks & Regards,**  
**S.N.Bohra**  
**(Advocate Rajasthan High Court, Jaipur)**  
**Mob. No: - 9414074734**

---

 **Reply of OA 97 2022 from respondent no. 14 Mahabir Chemical Industries..pdf**  
12813K