



**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
EASTERN ZONE BENCH, KOLKATA
ORIGINAL APPLICATION NO.204/2024/EZ
(Earlier O. A. No. 954/2024/PB)**



In The Matter of:-

Binu Kumar Mehto

..... Applicant

- Versus-

State of Jharkhand

...Respondent(s)

**COUNTER AFFIDAVIT ON BEHALF OF RESPONDENT NUMBER
08, KAMESHWAR ALLOYS & STEELS PRIVATE LIMITED**

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Filed by:

Sibojyoti Chakrabarti

Mr. SIBOJYOTI CHAKRABARTI,

Advocate,

C/o DIPANJAN GHOSH

Advocate

(M): 9007035534

Email: subho.advocate@gmail.com



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BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL

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**COUNTER AFFIDAVIT ON BEHALF OF RESPONDENT NUMBER
08, KAMESHWAR ALLOYS & STEELS PRIVATE LIMITED**

I, SRI LAL MOHAN YADAV, S/o Kuldip Prasad Yadav, aged about 40 years, by faith-Hindu, by occupation- business, and residing at Village: Pratappur, P.O- Bilashpur, P.S- Hussainabad, District: Palamau, Jharkhand, Pin: 822115, and presently campaigning at 7, Old post Office Street, 1st Floor, Room Number 14, Opposite E Gate High Court, Calcutta, Kolkata: 700001, do hereby solemnly affirm and declare as follows: -

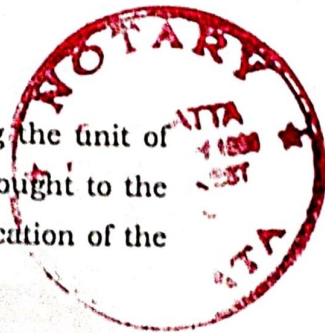
1. That I have been duly authorized by the respondent number 8, namely Kameshwar Alloys and Steels Private Limited having its registered office at 301, Sunrise Forum, 3rd Floor, 100, Burdwan Compound, Circular Road, Lalpur, Ranch,

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Pin: 834001, as its authorized signatory to swear, affirm this counter affidavit on its behalf.

Photocopy of the Authorization Letter dated 28.07.2025 issued by the Directors of Kameshwar Alloys and Steels Private Limited being respondent number 08, in the original application is annexed herewith and marked with the letter 'R-1'.

2. That the instant original application has been registered on the basis of a letter petition dated 04.12.2023 submitted by the applicant and thereafter the Hon'ble National Green Tribunal, Principal Bench, at New Delhi had been pleased to transfer the Original application to the Eastern Bench of the Hon'ble National Green Tribunal.
3. That allegation as leveled in the letter petition are that certain industries are emitting toxic gases, smoke, causing air pollution and health hazard to the local people and with respect to some industries the residential and educational institutions are at a distance of 100 to 200 meters and also the industries are located in heavily populated area.
4. That this respondent has received notice in connection with the instant original application and had put its appearance on 07.02.2025. Thereafter had sought time to file its counter affidavit.
5. That the Jharkhand State Pollution Control Board has filed its affidavit dated 06.02.2025 bringing on record the present status of the environmental compliance of various respondent units.
6. That in the said affidavit filed by the Jharkhand State Pollution Control Board certain observations have been made against this respondent.
7. That before dealing with the observations by the JSPCB regarding the unit of the respondent it is stated that certain facts are required to be brought to the kind judicial knowledge of the Hon'ble Tribunal for smooth adjudication of the matter in issue.



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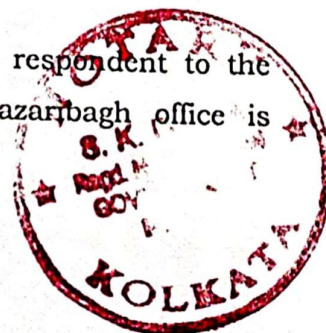
8. That in the affidavit of the JSPCB dated 06.02.2025 it has been interalia observed that Sinter Plant has been installed without obtaining prior Environmental Clearance and also without obtaining an expansion of consent to establish from the JSPCB, in this regard it is humbly submitted that the process followed by the industry is not sintering but briquetting process and in this process manganese dust accumulated in raw material storage area near furnace and dust collected in Bag filter. Then after mixing the dust the same will again be mixed with coke/carbon in steel pkants and subsequently will be dried by blower.

Thereafter the said mixture will be agglomerated by using bentonite or calcined lime and small size briquets will be made for being utilized in furnace along with Manganese ore. The main advantage of the above process is that there is complete reuse of accumulated dust resulting in minimizing fugitive emission, moreover it also helps in saving natural resource i.e manganese to some extent. In this context it is pertinent to mention that there will be no production of additional silico manganese.

That as per the EIA Notification 2006 and its subsequent amendments the process of Briquetting does not require Environmental Clearance.

9. That it is stated in seriatum the following non-compliances as has been observed by the Jharkhand State Pollution Control Board have been complied by this respondent.
10. That on 08.01.2025 this respondent had informed and assured in writing to the Regional Officer, Jharkhand Pollution Control Board, Hazaribagh regarding the various compliances that will be made.

Photocopy of the Letter dated 08.01.2025 written by the respondent to the Regional Officer, Jharkhand Pollution Control Board Hazaribagh office is annexed herewith and marked with the letter 'R-2'.



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11. That with regard to the observation by the JSPCB that the online Stack Emission Monitoring System not found functional, it is stated that already on 25.11.2024 this respondent had made a written request to an agency namely Forbes Marshall Private Limited to rectify the online data transmission and thereafter purchase invoice has been generated and subsequently the said agency by email dated 05th June, 2025 have informed that it has successfully completed the black box commissioning and data transfer to SPCB.

Photocopies of the letters dated 25.11.2024, email dated 05.06.2025 and Data obtained from the website of JSPCB as on 25.07.2025, purchase invoice are collectively annexed herewith and marked with the letter 'R-3'.

12. That the respondent unit had engaged Manshira Engineering work and vide letter dated 27.06.2025 the said Engineering work had informed that the plant of the respondent unit had been commissioned on 27.06.2025 with an existing capacity of 1,00,000 m³/Hr with an ID Fan average current 223 Amps at 700 RPM with moderate suction efficiency.

Photocopy of the letter dated 27.06.2025 written by Manshira Engineering work to the Respondent unit is annexed herewith and marked with the letter 'R-4'.

13. That vide letter dated 27.05.2025 and 17.07.2025 the unit of the respondent has informed the JSPCB regarding the compliances made the unit including updating of the updating the Air Pollution Device, Fume Extraction System, Bag Filter, Heat Exchanger and that the same have been repaired and functioning properly. Photographs have also been enclosed along with the letter dated 27.05.2025.

Photocopies of the letters dated 27.05.2025, 17.07.2025 and Photographs showing compliance of the observations made by the JSPCB are collectively annexed herewith and marked with the letter 'R-5'.



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14. That it is respectfully prayed before the Hon'ble Tribunal in view of the above compliances by the respondent unit the Hon'ble Tribunal may be pleased to pass such further Order/Orders as is deemed fit for the ends of justice.

15. That the statements made in paragraph 1 is true to my knowledge and paragraphs 2 to 14, are based on information derived from the record and which I believe to be true and rest thereof are my humble submission before this Hon'ble Tribunal.

Identified by me

Sibojyoti Chakrabarti
Advocate 01.08.2025

For Kameshwar Alloys & Steels(P) Ltd.

Dehansadan
Authorised Signatory

DEPONENT

S.L NO. 4/01/8/2025



SANTOSH KUMAR DATTA
NOTARY
50/1A, Hari Ghosh Street
Kolkata-700006
Regd. No.- 24 of 1998

Solemnly Affirmed
&
Declared before me
on Identification of Advocate

S. K. DATTA
S. K. DATTA
NOTARY

01.8.2025

01 AUG 2025

X



Verification

I, SRI LAL MOHAN YADAV, S/o Kuldip Prasad Yadav, aged about 40 years, by faith-Hindu, by occupation- business, and residing at Village: Pratappur, P.O- Bilashpur, P.S- Hussainabad, District: Palamau, Jharkhand, Pin: 822115, and presently campaigning at 7, Old post Office Street, 1st Floor, Room Number 14, Opposite E Gate High Court, Calcutta, Kolkata: 700001, do hereby solemnly affirm and verify that the contents of the statements made in the above paragraphs of the affidavit are true and correct to the best of my knowledge and belief. No part of the same is false and nothing material has been concealed therefrom.

Verified at Kolkata, on this the 1st Day of August, 2025. *K₂*

Identified by me
Sibajyoti Chakrabarti
Advocate
01.08.2025

For Kameshwar Alloys & Steels(P) Ltd.
Kameshwar Yadav
 Authorised Signatory
 DEPENDENT.



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Annexure-R-1

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**KAMESHWAR
ALLOYS & STEELS
PRIVATE LIMITED**

(+91 651 2562156, 2563517)

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kasplmetal@gmail.com

M

kaspl.ranchi@gmail.com

Date: 28.07.2025

To whomsoever it May concern

This is to inform you that we have sending Mr Lal Mohan Yadav S/O Kuldip Prasad Yadav, Resident of vill- Pratappur, P.O - Bilashpur, P.S - Hussainabad, Dist.- Palamau, Jharkhand - 822115 as a authorized representative to sign all papers related to legal matters whose signature is attested bellow.

This letter is also to certify that Mr. Lal Mohan Yadav will also appear for all matter related to court. We request you to please consider this as letter of authorization.

Thanking you,

Yours faithfully,

For Kameshwar Alloys & Steels(P) Ltd.

Ankit

Director

(ANKIT KUMAR SHARDA)

For Kameshwar Alloys & Steels(P) Ltd.

SKharde

Director

(SHARWAN KUMAR SHARDA)

For Kameshwar Alloys & Steels(P) Ltd.

Lal Mohan Yadav

Authorised Signatory

(Signature of Lal Mohan Yadav)

Attested:

For Kameshwar Alloys & Steels(P) Ltd.

SKharde

Director

For Kameshwar Alloys & Steels(P) Ltd.

Ankit

Director

Factory :Kusumdi, Rajrappa Road, Gola, Ramgarh, Jharkhand, Pin- 829110
Admin Office : 301, Sunrise Forum, 3rd Floor, 100, Burdwan Compound, Circular Road, Lalpur, Ranchi - 834001



kpsg.co.in/exlm/



~~भारत सरकार~~
~~भारत सरकार~~



लाल मोहन यादव
Lal Mohan Yadav
जन्म तिथि/DOB: 18/01/1987
पुरुष/ MALE



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VID : 8186 8161 2857 6497

आधार - आम आदमी का अधिकार



आधार

पता:
S/O: कुलदीप प्रसाद यादव, ग्राम- प्रतापपुर, बेलासपुर, पलामू,
झारखण्ड - 822115

Address:
S/O: Kuldeep Prasad Yadav, Vill- Pratappur,
Belaspur, Palamu,
Jharkhand - 822115



QR Code with P

8517 4932 1010

VID : 8186 8161 2857 6497



1947



help@uidai.gov.in



www.uidai.gov.in

P.O. Box No.1947,
Bengaluru-560 001

Kuldeep Prasad Yadav

-X1-

9 Annexure - R-2

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**KAMESHWAR
ALLOYS & STEELS
PRIVATE LIMITED**

Factory Address ;
Ghasi Kenke, Kusumdlh,
Rajrappa Road, Gola - 829110
Dist - Ramgarh, Jharkhand

To,
Sri Jitendra Prasad Singh,
Regional Officer,
Jharkhand Pollution Control Board,
Regional Officer, Hazaribagh,

Date:08-01-2025

Sub: Regarding necessary action to be taken for Air Pollution Control.

Ref: Your Letter No. 2163 Dated 26.12.2024.

Dear Sir,

With reference to your letter referred to above on the subject cited above we are submitting our point wise reply:-

1. We assure you that we will start our Processing Plant after getting Environment Clearance and CTE/CTO from the pollution control board concerned,
2. Our scanner and RTD are damaged due to thundering, we are trying our best to start online continuous of Stack Monitoring System, Also our spare parts dispatched Vide TCI Freight LR No. KCKN30515 dated on 07/01/2025 from Forbes Marshall Pvt .Ltd. Pune Maharashtra,
3. We are Planning to install all the same,
4. Fixed water sprinkler and Movable water sprinkler are worked regularly and its log book will be maintained accordingly,
5. We assure you that all the air pollution equipments are worked continuously.

With regards,

Yours faithfully,
For KAMESHWAR ALLOYS & STEELS PVT.LTD.

(AUTHORISED SIGNATORY)



**KAMESHWAR
ALLOYS & STEELS
PRIVATE LIMITED**

Factory Address
Ghasi Kenke, Kusumdihi,
Rajrappa Road, Gola - 829110
Dist - Ramgarh, Jharkhand

Date: 25.11.2024

To,
Forbes Marshall Pvt. Ltd.
Jamshedpur

Kind Atten: Sri Abhijit Sarkar.

Dear Sir,

We would like to inform you that our online data transmission has been failed and due to the same our online data is not transmitting to Pollution Control Board as required.

We, therefore, request you to kindly send your competent person to rectify the same so that our data can be transmitted as usual.

Please treat this as most urgent and send your person immediately.

Thanking you,

Yours faithfully,

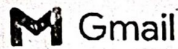
For Kameshwar Alloys & Steels Pvt. Ltd.

(Authorised Signatory)

Received

(Abhijit Sarkar)
26.11.2024

Annexure R-3



Kameshwaralloys alloys Steels <kaspl.ranchl@gmail.com>

**Confirmation regarding commissioning of black box and data transmission to
SPCB**

1 message

Thu, Jun 5, 2025 at 11:13 AM

SARKAR, Abhijit <asarkar@forbesmarshall.com>
To: Kameshwaralloys alloys Steels <kaspl.ranchl@gmail.com>

Dear Sir,
We hereby confirm that we have successfully completed the black box commissioning and data transfer to SPCB.

Regards,
Abhijit Sarkar
9204651215
For Forbes Marshall Pvt Ltd,
Jamshedpur



We are
Great Place To Work® Certified™



Recognized by Great Place To Work® India

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Annexure-R-3



Click PM10 Analyzer

Jharkhand State Pollution Control Board




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[Home](#) [Dashboard](#) [Day Wise Data](#) [Industry Category](#) [Star Registration](#)
[Add Category/Parameter ~](#) [Login](#)

Export to Excel
Close

109 Record Found

Sl. No	Industry Name	stationId	analyserId	Parameter	Process Value	Unit	Submitted Date	Timestamp of Analyser
1	KAMESHWAR ALLOYS and STEEL PVT LTD	UNIT115	Stack	PM	0.00	mg/Nm3	25-07-2025 13:33:49	2025-07-25 13:31:00
2	KAMESHWAR ALLOYS and STEEL PVT LTD	UNIT115	Stack	Temperature	0.00	Deg C	25-07-2025 13:33:49	2025-07-25 13:31:00
3	KAMESHWAR ALLOYS and STEEL PVT LTD	UNIT115	Stack	Temperature	0.00	Deg C	25-07-2025 13:18:22	2025-07-25 13:16:00
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6	KAMESHWAR ALLOYS and STEEL PVT LTD	UNIT115	Stack	PM	0.00	mg/Nm3	25-07-2025 13:02:27	2025-07-25 13:01:00
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9	KAMESHWAR ALLOYS and STEEL PVT LTD	UNIT115	Stack	PM	0.00	mg/Nm3	25-07-2025 12:33:01	2025-07-25 12:31:00

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Design, Developed & Maintained by Jharkhand Space Application Center.

Sl. No	Industry Name	stationId	analyserId	Parameter	Process Value
1	KAMESHWAR ALLOYS and STEEL PVT LTD	UNIT115	Stack	PM	0
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96	KAMESHWAR ALLOYS and STEEL PVT LTD	UNIT115	Stack	PM	0
97	KAMESHWAR ALLOYS and STEEL PVT LTD	UNIT115	Stack	Temperature	0
98	KAMESHWAR ALLOYS and STEEL PVT LTD	UNIT115	Stack	Temperature	0
99	KAMESHWAR ALLOYS and STEEL PVT LTD	UNIT115	Stack	PM	0
100	KAMESHWAR ALLOYS and STEEL PVT LTD	UNIT115	Stack	Temperature	0
101	KAMESHWAR ALLOYS and STEEL PVT LTD	UNIT115	Stack	PM	0
102	KAMESHWAR ALLOYS and STEEL PVT LTD	UNIT115	Stack	Temperature	0
103	KAMESHWAR ALLOYS and STEEL PVT LTD	UNIT115	Stack	PM	0
104	KAMESHWAR ALLOYS and STEEL PVT LTD	UNIT115	Stack	Temperature	0
105	KAMESHWAR ALLOYS and STEEL PVT LTD	UNIT115	Stack	PM	0
106	KAMESHWAR ALLOYS and STEEL PVT LTD	UNIT115	Stack	Temperature	0
107	KAMESHWAR ALLOYS and STEEL PVT LTD	UNIT115	Stack	PM	0
108	KAMESHWAR ALLOYS and STEEL PVT LTD	UNIT115	Stack	Temperature	0
109	KAMESHWAR ALLOYS and STEEL PVT LTD	UNIT115	Stack	PM	0

Unit	Submitted Date	Timestamp of Analyser
mg/Nm3	25-07-2025 13:33:49	7/25/2025 13:31
Deg C	25-07-2025 13:33:49	7/25/2025 13:31
Deg C	25-07-2025 13:18:22	7/25/2025 13:16
mg/Nm3	25-07-2025 13:17:49	7/25/2025 13:16
Deg C	25-07-2025 13:03:00	7/25/2025 13:01
mg/Nm3	25-07-2025 13:02:27	7/25/2025 13:01
mg/Nm3	25-07-2025 12:47:49	7/25/2025 12:46
Deg C	25-07-2025 12:34:19	7/25/2025 12:31
mg/Nm3	25-07-2025 12:33:01	7/25/2025 12:31
Deg C	25-07-2025 12:17:54	7/25/2025 12:16
mg/Nm3	25-07-2025 12:17:34	7/25/2025 12:16
Deg C	25-07-2025 12:02:46	7/25/2025 12:01
mg/Nm3	25-07-2025 12:02:32	7/25/2025 12:01
Deg C	25-07-2025 11:49:14	7/25/2025 11:46
Deg C	25-07-2025 11:49:11	7/25/2025 11:46
mg/Nm3	25-07-2025 11:48:17	7/25/2025 11:46
Deg C	25-07-2025 11:33:42	7/25/2025 11:31
mg/Nm3	25-07-2025 11:32:43	7/25/2025 11:31
Deg C	25-07-2025 11:18:07	7/25/2025 11:16
mg/Nm3	25-07-2025 11:17:36	7/25/2025 11:16
Deg C	25-07-2025 11:03:41	7/25/2025 11:01

mg/Nm3	25-07-2025 11:02:48	7/25/2025 11:01
Deg C	25-07-2025 10:48:01	7/25/2025 10:46
mg/Nm3	25-07-2025 10:47:32	7/25/2025 10:46
Deg C	25-07-2025 10:32:43	7/25/2025 10:31
mg/Nm3	25-07-2025 10:32:35	7/25/2025 10:31
Deg C	25-07-2025 10:17:53	7/25/2025 10:16
mg/Nm3	25-07-2025 10:17:43	7/25/2025 10:16
Deg C	25-07-2025 10:02:40	7/25/2025 10:01
mg/Nm3	25-07-2025 10:02:34	7/25/2025 10:01
Deg C	25-07-2025 09:48:54	7/25/2025 9:46
Deg C	25-07-2025 09:48:53	7/25/2025 9:46
mg/Nm3	25-07-2025 09:48:07	7/25/2025 9:46
Deg C	25-07-2025 09:33:35	7/25/2025 9:31
mg/Nm3	25-07-2025 09:32:52	7/25/2025 9:31
Deg C	25-07-2025 09:18:26	7/25/2025 9:16
mg/Nm3	25-07-2025 09:17:55	7/25/2025 9:16
Deg C	25-07-2025 09:03:18	7/25/2025 9:01
mg/Nm3	25-07-2025 09:02:53	7/25/2025 9:01
Deg C	25-07-2025 08:49:10	7/25/2025 8:46
mg/Nm3	25-07-2025 08:48:00	7/25/2025 8:46
Deg C	25-07-2025 08:33:15	7/25/2025 8:31
mg/Nm3	25-07-2025 08:32:42	7/25/2025 8:31

Deg C	25-07-2025 08:18:33	7/25/2025 8:16
mg/Nm3	25-07-2025 08:17:54	7/25/2025 8:16
Deg C	25-07-2025 08:02:58	7/25/2025 8:01
mg/Nm3	25-07-2025 08:02:42	7/25/2025 8:01
Deg C	25-07-2025 07:48:07	7/25/2025 7:46
mg/Nm3	25-07-2025 07:47:43	7/25/2025 7:46
Deg C	25-07-2025 07:33:13	7/25/2025 7:31
mg/Nm3	25-07-2025 07:32:52	7/25/2025 7:31
Deg C	25-07-2025 07:21:20	7/25/2025 7:16
mg/Nm3	25-07-2025 07:18:49	7/25/2025 7:16
Deg C	25-07-2025 07:03:48	7/25/2025 7:01
mg/Nm3	25-07-2025 07:02:58	7/25/2025 7:01
Deg C	25-07-2025 06:48:33	7/25/2025 6:46
mg/Nm3	25-07-2025 06:47:55	7/25/2025 6:46
Deg C	25-07-2025 06:33:41	7/25/2025 6:31
mg/Nm3	25-07-2025 06:33:02	7/25/2025 6:31
Deg C	25-07-2025 06:18:22	7/25/2025 6:16
mg/Nm3	25-07-2025 06:17:55	7/25/2025 6:16
Deg C	25-07-2025 06:03:17	7/25/2025 6:01
mg/Nm3	25-07-2025 06:02:41	7/25/2025 6:01
Deg C	25-07-2025 05:48:25	7/25/2025 5:46
mg/Nm3	25-07-2025 05:47:58	7/25/2025 5:46

Deg C	25-07-2025 05:33:19	7/25/2025 5:31
mg/Nm3	25-07-2025 05:32:49	7/25/2025 5:31
Deg C	25-07-2025 05:18:12	7/25/2025 5:16
mg/Nm3	25-07-2025 05:17:54	7/25/2025 5:16
Deg C	25-07-2025 05:03:08	7/25/2025 5:01
mg/Nm3	25-07-2025 05:02:42	7/25/2025 5:01
Deg C	25-07-2025 04:48:19	7/25/2025 4:46
mg/Nm3	25-07-2025 04:47:40	7/25/2025 4:46
Deg C	25-07-2025 04:33:39	7/25/2025 4:31
mg/Nm3	25-07-2025 04:33:10	7/25/2025 4:31
Deg C	25-07-2025 04:18:21	7/25/2025 4:16
mg/Nm3	25-07-2025 04:17:54	7/25/2025 4:16
Deg C	25-07-2025 04:03:28	7/25/2025 4:01
mg/Nm3	25-07-2025 04:02:53	7/25/2025 4:01
Deg C	25-07-2025 03:48:35	7/25/2025 3:46
mg/Nm3	25-07-2025 03:48:13	7/25/2025 3:46
Deg C	25-07-2025 03:34:26	7/25/2025 3:31
mg/Nm3	25-07-2025 03:33:13	7/25/2025 3:31
Deg C	25-07-2025 03:19:18	7/25/2025 3:16
mg/Nm3	25-07-2025 03:18:32	7/25/2025 3:16
Deg C	25-07-2025 03:04:29	7/25/2025 3:01
mg/Nm3	25-07-2025 03:03:32	7/25/2025 3:01

Deg C	25-07-2025 02:48:36	7/25/2025 2:46
mg/Nm3	25-07-2025 02:47:57	7/25/2025 2:46
Deg C	25-07-2025 02:33:45	7/25/2025 2:31
mg/Nm3	25-07-2025 02:33:25	7/25/2025 2:31
Deg C	25-07-2025 02:19:46	7/25/2025 2:16
mg/Nm3	25-07-2025 02:18:11	7/25/2025 2:16
mg/Nm3	25-07-2025 02:04:20	7/25/2025 2:01
Deg C	25-07-2025 02:03:58	7/25/2025 2:01
mg/Nm3	25-07-2025 01:49:22	7/25/2025 1:46
Deg C	25-07-2025 01:48:32	7/25/2025 1:46
Deg C	25-07-2025 01:33:39	7/25/2025 1:31
mg/Nm3	25-07-2025 01:33:11	7/25/2025 1:31
Deg C	25-07-2025 01:18:55	7/25/2025 1:16
mg/Nm3	25-07-2025 01:18:08	7/25/2025 1:16
Deg C	25-07-2025 01:04:10	7/25/2025 1:01
mg/Nm3	25-07-2025 01:02:59	7/25/2025 1:01
Deg C	25-07-2025 00:49:20	7/25/2025 0:46
mg/Nm3	25-07-2025 00:48:21	7/25/2025 0:46
Deg C	25-07-2025 00:34:47	7/25/2025 0:31
mg/Nm3	25-07-2025 00:33:39	7/25/2025 0:31
Deg C	25-07-2025 00:18:09	7/25/2025 0:16
mg/Nm3	25-07-2025 00:17:46	7/25/2025 0:16

Annexure-9 R-3⁷

SALES ORDER ACCEPTANCE CUM PROFORMA INVOICE



Seller : Forbes Marshall Pvt. Ltd.
B-85, PHASE-II, Chakan Industrial Area,
Sawardari, Chakan
Tal : Khed, Dist : Pune
CHAKAN-410501
Maharashtra, INDIA

BANK NAME : HDFC BANK LTD.(KANJUR MARG
BRANCH)
BANK ACC NO : FMPL66051109
BANK ADDR : I - THINK TECHNO CAMPUS, OPP
CROMPTON GREAVES,
NEAR KANJUR MARG RLY STATION,
MUMBAI-400002, MAHARASHTRA
IFSC CODE : HDFC0004989

Above mentioned HDFC Bank details are for NEFT / RTGS
only & Cheque deposition is not allowed

Buyer : 51109
Mr. GANESH SINGH
KAMESHWAR ALLOYS AND STEELS PVT.
LTD.
KUSUMDIH, RAJRAPPA ROAD
GOLA
RAMGARH
RAMGARH 829110
Jharkhand
GSTIN : 20AADCK6558K1ZF
PAN : AADCK6558K
PLACE OF SUPPLY Jharkhand

Thank you for your order. Please quote our Sales Order Acceptance cum Proforma Invoice Number(OA) and
Date in all future correspondence.

Proforma Invoice No : 5525107884

Our OA No : 5525107884

Your PO No : KASPL/FMPL/13/2024-25

Dated : 20-Dec-24

Dated : 20-DEC-24

Dated : 07-DEC-2024

Ship To,
Mr. GANESH SINGH
KAMESHWAR ALLOYS AND STEELS PVT. LTD.
KUSUMDIH, RAJRAPPA ROAD
GOLA
RAMGARH
RAMGARH 829110

GSTIN:20AADCK6558K1ZF

Please DO mention your Purchase Order No /
our Sales Order No while making payment
through DD/RTGS/NEFT.

Payment Terms : PROFORMA 100%
Ship Instructions : DOOR DELIVERY THROUGH TCI FREIGHT
Transporter : TRANSPORT CORPORATION OF INDIA LTD
Freight Terms : To pay
Inspection : Not Applicable
Insurance By : By Us
Insurance Policy Details : Transit Policy number 0830015522 valid from 1 April 2024 to 31 March 2025, TATA AIG
General Insurance Company Limited
Order type : C4N Standard
Packing Instruction: PROPER AND SAFE PACKING
Mode of Dispatch : TRANSPORT CORPORATION OF INDIA LTD

QA SR/ CUST PO SR	Item	Request Date	UOM	Quantity	Price	Amount

Signature Not Verified

Digitally Signed By:
DS FORBES MARSHALL PVT LTD 2
Fri 20-Dec-2024 14:06:57 IST

SALES ORDER ACCEPTANCE CUM PROFORMA INVOICE


**FORBES
MARSHALL**

Seller : Forbes Marshall Pvt. Ltd.
B-85, PHASE-II, Chakan Industrial Area,
Sayardari, Chakan
Tal : Khed, Dist : Pune
CHAKAN-410501
Maharashtra, INDIA

BANK NAME : HDFC BANK LTD.(KANJUR MARG
BRANCH)
BANK ACC NO : FMPL66051109
BANK ADDR : I - THINK TECHNO CAMPUS, OPP
CROMPTON GREAVES,
NEAR KANJUR MARG RLY STATION,
MUMBAI-400002, MAHARASHTRA
IFSC CODE : HDFC0004989

Above mentioned HDFC Bank details are for NEFT / RTGS
only & Cheque deposit/ on is not allowed

Buyer : 61109
Mr. GANESH SINGH
KAMESHWAR ALLOYS AND STEELS PVT.
LTD.
KUSUMDIH, RAJRAPPA ROAD
GOLA
RAMGARH
RAMGARH 829110
Jharkhand
GSTIN : 20AADCK6558K1ZF
PAN : AADCK6558K
PLACE OF SUPPLY Jharkhand

Thank you for your order. Please quote our Sales Order Acceptance cum Proforma Invoice Number(OA) and
Date in all future correspondence.

Proforma Invoice No : 5525107884

Our OA No : 5525107884

Your PO No : KASPL/FMPL/13/2024-25

Dated : 20-Dec-24

Dated : 20-DEC-24

Dated : 07-DEC-2024

1/1	Q4N-8CHSCANNER EMISSION MONITORING EQUIPMENTS,8 CHANNEL SCANNER WITH DISPLAY AND RS485 OUTPUT HSN/SAC : 90278990 Tag No :	21-DEC-24	EA	2	30,000.00	60,000.00
2/2	C4N-TEMPTXPWRJB-1500 EMISSION MONITORING EQUIPMENTS,RTD,PRECISION,S IMPLEX,GROUNDED,PT 100,3 WIRE,6MM OD,SS304,CABLE ENT.-M20X1.5,BAR STOCK,STR,TW- SS304,INSTRU.CONN-1/2" BSP(F),FLG (RF),DN25(1"),ANSI #150,0-300 HSN/SAC : 90278990 Tag No :	21-DEC-24	EA	2	12,600.00	25,000.00
					Net Sales :	85,000.00
Tax Type		Taxable Amount	Rate(%)		Tax Amount	
IGST		85,000	18		15,300	
					Total Taxes :	15,300
					Gross Amount :	100,300
					Net Payables :	100,300

Signature Not Verified

Digitally Signed By:
DS FORBES MARSHALL PVT LTD 2
Fri 20-Dec-2024 14:06:57 IST

SALES ORDER ACCEPTANCE CUM PROFORMA INVOICE



Seller : Forbes Marshall Pvt. Ltd.
B-85, PHASE-II, Chakan Industrial Area,
Sawardari, Chakan
Tal : Khed, Dist : Pune
CHAKAN-410501
Maharashtra, INDIA

BANK NAME : HDFC BANK LTD.(KANJUR MARG
BRANCH)
BANK ACC NO : FMPL66051109
BANK ADDR : I - THINK TECHNO CAMPUS, OPP
CROMPTON GREAVES,
NEAR KANJUR MARG RLY STATION,
MUMBAI-400002, MAHARASHTRA
IFSC CODE : HDFC0004989

Above mentioned HDFC Bank details are for NEFT / RTGS
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Buyer : 51109
Mr. GANESH SINGH
KAMESHWAR ALLOYS AND STEELS PVT.
LTD.
KUSUMDIH, RAJRAPPA ROAD
GOLA
RAMGARH
RAMGARH 829110
Jharkhand
GSTIN : 20AADCK6558K1ZF
PAN : AADCK6558K
PLACE OF SUPPLY Jharkhand

Thank you for your order. Please quote our Sales Order Acceptance cum Proforma Invoice Number(OA) and
Date in all future correspondence.

Proforma Invoice No : 5525107884
Our OA No : 5525107884
Your PO No : KASPL/FMPL/13/2024-25

Dated : 20-Dec-24
Dated : 20-DEC-24
Dated : 07-DEC-2024

Amount Payable Indian Rupees One Lakh Three Hundred only *****
(in Words) :
GSTIN : 27AAACF2630E1Z5

6579 Branch : Engr. SINGH, ROUSHAN 100
Branch : Branch: JAMSHEDPUR 100

Customer Contact Details :

Name : MR. GANESH SINGH
Email Address : kaspl.ranchi@gmail.com
Phone No. : MOBILE: () 7295902559

This Sales Order Acceptance shall be subject to the "Standard Terms and Conditions of Sale of Goods /
Services" ("Terms") which are annexed herewith and shall be treated as an integral part of this Sales
Order Acceptance.

It is expressly understood by the Buyer that the Seller's acceptance of the Buyer's Purchase Order is
conditional to the Buyer's acceptance of the Terms and that these Terms will supersede any and all
documents issued by the Buyer, including the Buyer's Purchase Order.

In the event of an agreement or mutual understanding in writing between the Buyer and Seller, the terms
of such agreement or understanding shall prevail.

This is a computer generated document and hence no signature is required.

For Forbes Marshall Pvt. Ltd.

Signature Not Verified
Digitally Signed By:
DS FORBES MARSHALL PVT LTD 2
Fri 20-Dec-2024 14:06:57 IST

ANNEXURE

STANDARD TERMS & CONDITIONS FOR SALE OF GOODS / SERVICES

A. DEFINITIONS

In this document ("Terms and Conditions") the following words shall have the meanings as defined below:

- 1 "Buyer" means the company or person who buys the Goods;
- 2 "Goods" mean and include the products, services and / or software(s) to be supplied to the Buyer by the Seller;
- 3 "Seller" means the company which supplies the Goods;
- 4 "Parties" or "Party" means the Buyer and/or the Seller, such that "Party" means either the Buyer or the Seller and "Parties" means the Buyer and Seller jointly;
- 5 "Offer" means a quotation for the Goods given by the Seller which shall constitute an invitation by the Seller to the Buyer to place an order by submitting a Purchase Order. Offer shall only be valid for a period of thirty (30) business days from its date of issuance unless otherwise specified or extended in writing by the Seller;
- 6 "Purchase Order" means the Buyer's order or work order or letter of award, as the case may be (including amendments if any) issued to the Seller for the Goods;
- 7 "Sales Order Acceptance cum Proforma" means sales order of the Seller raised subsequent to the issuance of the Purchase Order by the Buyer (hereinafter referred to as "OA");
- 8 "Warranty Period" shall mean warranty provided on the Goods by the Seller for a period of twelve (12) months from the date of installation or eighteen (18) months from the date of invoice, whichever is earlier, unless otherwise specifically stated in the Offer.

B. GENERAL

- 1 Unless expressly otherwise agreed by the parties in writing, these Terms and Conditions shall be applicable to all the Offer(s), OA(s) and invoice(s) raised by the Seller upon the Buyer and to the sale of Goods by the Seller to the Buyer, to the exclusion of all other terms and conditions referred to, offered or relied upon by the Buyer whether in negotiation or at any stage in the dealings between the Parties, including any standard or printed terms tendered by the Buyer in its Purchase Order or other document.
- 2 No trade custom or usage less favourable to the Buyer than the Terms and Conditions shall be applicable to the Purchase Order or binding on the Buyer, unless specifically agreed to in writing by the Buyer.
- 3 The Parties agree that a binding contract amongst the Seller and the Buyer for the sale of the Goods shall be deemed to have been constituted upon (i) the delivery of the Goods against the OA, whether in part or full; or (ii) receipt of payment of Price against the OA, whether in part or full; or (iii) after expiry of 7 days from the date of issuance of the OA, whichever is earlier, and which contract shall be governed by these Terms and Conditions.

C. PRICE AND PAYMENT

- 1 The price of the Goods shall be the price as set out in the Offer unless otherwise agreed in writing between the Parties. The price shall be exclusive of Goods and Services Tax ("GST"), duties or levies, wherever applicable (hereinafter referred to as "Price"). Any other charges/costs related to transportation, freight, packing, forwarding, inspection, documentation and insurance shall be applicable as stated in the Offer. Bill discounting, bank and other charges shall be borne as per the agreed terms.

- 2 If the Buyer is required to pay any advance to the Seller, the said advance payment shall be treated as inclusive of applicable GST unless the Buyer separately adds GST on advance amount. The Seller shall give necessary adjustment of advance paid by the Buyer while raising invoice to the Buyer.
- 3 The payment shall be made by the Buyer as per the payment terms stated in the invoice raised by the Seller upon the Buyer.
- 4 If the Buyer has not paid the amount due to the Seller on or before the due date calculated as per the agreed payment terms set forth in the invoice, the Seller shall be entitled (without prejudice to any rights that it may have under law or these Terms and Conditions) to terminate the order as accepted under the OA (and all its obligations under these Terms and Conditions in relation thereto) immediately by notice in writing to the Buyer and without any liability and further obligations of the Seller, notwithstanding any other terms agreed between the Parties in any other document, communication or otherwise.
- 5 In the event of default of any obligations on part of the Buyer, the Seller shall be entitled to forfeit any advance payment that may have been made by the Buyer for or in relation to the order as accepted under the OA, and all its obligations under these Terms and Conditions in relation thereto shall be deemed to be terminated without any liability and further obligations of the Seller, notwithstanding any other terms agreed between the Parties in any other document, communication or otherwise.
- 6 For Goods sold against the payment term 'Cheque on Delivery', any failure on the part of the Buyer to make the payment due to any reason shall entitle the Seller (without prejudice to any rights that it may have under law or these Terms and Conditions) to take back the Goods supplied to the Buyer. Taking back of the Goods shall in no way relieve the Buyer from any liabilities that may have arisen under these Terms and conditions including the cost of Goods, transportation costs and any other incidental costs.
- 7 The Seller shall be entitled to charge interest on overdue payments from the due date till the date of payment at a rate of 18 % (Eighteen per cent) only per annum.
- 8 The Seller reserves the right by giving written notice to the Buyer at any time before delivery or provision, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any change in delivery dates, quantities or specifications for the Goods which are requested by the Buyer or delay by the Buyer in taking delivery of the Goods, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
- 9 Any changes requested by the Buyer in the agreed specifications, drawings or design, after the issuance of the Purchase Order shall be valid only if confirmed in writing by the Seller and additional costs, if any, shall be borne by the Buyer. The Seller shall also be entitled to extension in time for delivery for such amendments without any liability.
- 10 In case the Buyer has any payment related query, the same shall be addressed to collections@forbesmarshall.com and any queries related to these Terms shall be addressed to orderacceptance@forbesmarshall.com.

D. GOODS AND SERVICES TAX (GST)

- 1 Seller shall charge GST, at such rate as may be applicable at the time of supply, on all supplies of Goods to the Buyer. The Seller shall provide to the Buyer such information and documents as may be reasonably required by the Buyer to enable the Buyer to claim an input tax credit under the GST law, provided that the Buyer has provided the Seller necessary correct information about the GST registration and any other required details under the GST law, to the Seller.
- 2 The Seller and the Buyer shall always co-operate to each other in providing necessary information/documents for enabling the procedural requirements under the GST laws.

E. DELIVERY

ANNEXURE

STANDARD TERMS & CONDITIONS FOR SALE OF GOODS / SERVICES

- 1 Unless otherwise agreed in writing, the Goods shall be delivered at the place as stated within the Purchase Order. Any time or date stated for delivery is an estimate only and the Seller shall not be liable for any failure to deliver at the specified time or on the specified date unless agreed in writing between the Parties. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- 2 If any liquidated damages or penalty for any delay in delivery or performance has been agreed in writing between the Parties, such liquidated damages or penalty shall be the sole and exclusive financial remedy of the Buyer in respect of such failure. However the Seller shall not be held liable for such damages or penalty if the Buyer has failed to fulfil its payment obligations under this Purchase Order or any other purchase orders or for any reason attributable to the Buyer.
- 3 If the Seller is unable to deliver the Goods due to reasons attributable to the Buyer or if the Buyer fails to lift the Goods beyond 30 days from the agreed delivery schedule, the Seller may, at its discretion, place the Goods in storage. In such event, the Buyer shall be liable to pay to the Seller, 1% per week, with a maximum up to 10% in aggregate, of net Purchase Order value, towards such storage and any other incidental charges. Further, the Buyer agrees that the Seller shall have the right to adjust, such storage charges from any advance paid by the Buyer to the Seller or any amount lying to the credit of the Buyer with the Seller, whether under these Terms and Conditions or any other contract between the Buyer and the Seller (or the Seller's affiliates).
- 4 Any damages, shortages, wrong supplies or excess deliveries in respect of the Goods supplied by the Seller to the Buyer shall be reported to the Seller within thirty (30) days from the date of delivery of the Goods for necessary action. Once the 30 day period lapses, the Goods will be deemed to have been received in a good condition, in correct quantity and in due compliance with the obligations of the Seller and any such claims reported thereafter will not be accepted.
- 5 In the event that the Seller agrees to deliver the Goods to the Buyer subsequent to any repair or replacement of such Goods, the Goods will be redelivered to the location as originally stated in the Purchase Order. The Buyer will not have the right to demand the Goods to be redelivered to the site of its end user or to any other location.
- 6 Partial / part delivery shall be permitted, unless otherwise agreed between the Parties.
- 7 In case of international transactions where the Buyer is located outside India and Goods are delivered outside India, any agreed trade term shall be construed in accordance with the INCOTERMS in force and as stated in the Invoice.
- 8 Unless otherwise agreed in writing by the Seller, it shall be the responsibility of the Buyer to arrange for the Erection All Risk Insurance Policy.

F. RISK

Risk in the Goods shall pass to the Buyer according to the terms of delivery as stated within the Purchase Order. Where the Buyer opts to collect the Goods from the factory of the Seller, risk will pass when the Goods are handed over to the Buyer or set aside for its collection, whichever happens first.

G. TITLE

- 1 Title in the Goods shall not pass to the Buyer until the Seller has been paid in full for the Goods. The retention of the title shall not affect passing of risk of the Goods to the Buyer in terms of these Terms and Conditions.
- 2 The Buyer is not entitled to create any encumbrances, charge, lien or transfer as security any Goods on which the title has not passed to the Buyer.
- 3 In case the Buyer is an Original Equipment Manufacturer (OEM) /

trader/ reseller, the risk and title to the Goods shall pass upon the delivery; however, the Seller shall have the right to lien on such Goods till full payment is received by the Seller.

H. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary stated herein or in any other agreement, communication or documentation exchanged between the Parties:

- 1 The Seller's aggregate liability to the Buyer in respect of sale of any Goods (as sold pursuant to issuance of an OA) for all losses, claims, damages arising out of, or in connection with such sale of Goods or otherwise under these Terms and Conditions, its performance or breach of these Terms and Conditions, whether such liability arises in contract, tort (including negligence), breach of statutory duty or otherwise shall be limited to 100% (one hundred percent) of the Price paid for the Goods supplied pursuant to such OA, and that such liability shall cease entirely upon the expiry of the Warranty Period;
- 2 The Seller's liability in respect to any claims raised by the Buyer shall be payable to the Buyer only when any such claim of the Buyer is finally adjudicated by a competent court to have been actually suffered, sustained, incurred or paid for by the Buyer, and then too, the liability of the Seller shall be limited to the amount mentioned in clause H(1) above; and
- 3A Neither Party shall be liable for loss of production, loss of profit, loss of use, loss of contracts, loss of revenue, loss of goodwill, loss of reputation, loss of interest, loss of finance costs, or otherwise suffered in connection with such sale of Goods or otherwise under these Terms and Conditions
- 3B. Neither Party shall be liable for any indirect, special, incidental, consequential, or punitive damages, costs, charges, losses suffered in connection with such sale of Goods or otherwise under these Terms and Conditions ("Indirect Damages") even if advised in advance of the possibility of such Indirect Damages.

I. TERMINATION

- 1 If for any reason the Buyer decides to terminate the contract for sale then the Seller shall be entitled to be compensated for the losses suffered and/or cost / charges incurred by the Seller for the performance of such sale of Goods.
- 2 If for any reason which is not attributable to the Seller, the Buyer fails to accept delivery as per the agreed terms of delivery, the Seller may by notice in writing terminate the order as accepted under the OA (and all its obligations under these Terms and Conditions in relation thereto) immediately in whole or in part. The Seller shall then be entitled to be compensated for the losses/charges suffered by the Seller and other costs incurred by the Seller by reason of the Buyer's default.
- 3 The Seller may terminate the order as accepted under the OA (and all its obligations under these Terms and Conditions in relation thereto)
 - (i) If the Buyer commits a breach of the provisions of these Terms and Conditions or any additional terms and conditions mutually agreed upon by both Parties, including but not restricted to, failure / delay in making payment of Price (either in full or part) as per the agreed terms of payment, or
 - (ii) in case the Buyer becomes bankrupt or insolvent or goes into liquidation
 - (iii) If the Buyer ceases to carry on its business
 - (iv) If the Buyer fails to comply with any applicable laws.

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(v) If the Buyer has entered into this contract by way of misrepresentation to engage in activities against the business interests of the Seller.

(vi) If the Buyer requests any changes in the specifications, drawings or design after issuing the Purchase Order, which are not feasible according to the Seller.

4. In the event that the Buyer delays or fails to make payment for the Goods, the Seller shall have the right to suspend the contract of sale until such time that all due payments have been made by the Buyer.

5. If, for any reason, the Buyer decides to suspend the contract of sale for reasons not attributable to the Seller and such suspension exceeds a period of sixty (60) days, the Seller shall be entitled to terminate the contract of sale without any liability. The Buyer will be liable to pay the Seller all costs incurred by the Seller as a result of such suspension.

6. Termination, or suspension of the contract of sale by either Party under this clause, for any reason whatsoever, shall not affect any of the rights and remedies that have accrued to the Seller as on the date of such termination or suspension, including the right to claim any additional costs and charges incurred till the date of termination or suspension and damages in respect of any breach of these Terms and Conditions which existed at or before the date of termination or suspension.

J. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

1. "Intellectual Property Rights" means all patents, designs, copyright, trademarks, know-how and all other forms of intellectual property whether registered or not and wherever enforceable in the world;

2. Each Party shall retain ownership of all Intellectual Property Rights it had prior to the issuance of the OA. All new Intellectual Property Rights conceived or created by the Seller in the performance of its obligations under these Terms and Conditions, whether alone or with any contribution from Buyer, shall be owned exclusively by the Seller. Buyer agrees to deliver assignment documentation as may be necessary to vest such rights in the Seller.

3. Data / drawings / documentation furnished by Seller which is confidential in nature or any other information furnished by the Seller that is considered to be confidential by the Seller shall not be reproduced or used for any purpose other than the purpose for which it is or was furnished and shall not be disclosed to third parties without the prior written permission of the Seller. If the Buyer violates any of the terms of this clause, it shall indemnify the Seller. The Buyer agrees that any breach of the confidentiality obligations under this clause, may cause the Seller irreparable harm for which monetary damages would be inadequate. Accordingly, in the event of such a breach, the Seller shall be entitled to injunctive or other equitable relief to enforce the provisions of these Terms and Conditions without the necessity of proving the inadequacy of damages, in addition to any available legal remedies.

4. In case any software is incorporated into the Goods, the use of such software shall be governed exclusively by Seller's and/or applicable third-party owner's license terms. The Buyer shall have no objection if the Seller refers to the Buyer as one of the Seller's valued customers.

K. FORCE MAJEURE

The Seller shall not be liable for any delay or failure to perform

any of its obligations if the delay or failure results from events or circumstances outside Seller's reasonable control, including but not limited to, acts of God, strikes, lock outs, natural disasters, pandemics, epidemics, acts of terrorism, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials. If the delay persists for such time as the Seller considers unreasonable, it may, without liability on its part, terminate the order as accepted under the OA (and all its obligations under these Terms and Conditions in relation thereto).

Notwithstanding the above, the Seller shall not be obliged to provide any cost reductions to the Buyer in an event of Force Majeure. In no event shall the provisions of Force Majeure be used by the Buyer to delay, suspend or stop payments that are due to the Seller under the Purchase Order.

L. RELATIONSHIP OF PARTIES

Nothing contained in these terms and conditions shall be construed as establishing or implying any partnership or joint venture between the Parties and nothing in these terms and conditions shall be deemed to construe either of the Parties as the agent or distributor of the other Party.

All representative (s) of the Seller (employee, directors, promoters, consultants, agents of the Seller) whether or not directly involved in any negotiations, acknowledgements and/or contract discussions as well as signing, and acting for the Seller shall be free from any personal duty, obligation and/or liability which might arise due to the execution of the transactions and any related document, activity, procedure and/or process.

M. ASSIGNMENT AND SUB-CONTRACTING

The Parties may be entitled to assign any of their rights or obligations under these Terms and Conditions to any person upon the prior written consent of the other Party.

N. WARRANTIES

1. Subject to the terms and conditions mentioned herein, Seller shall be responsible for providing warranty for the Warranty Period.

2. The Seller warrants that for the Warranty Period, the Goods are free from any material defects and workmanship.

3. Seller makes no representation or warranty of any kind other than those explicitly stated herein, and hereby expressly disclaims, any and all other warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, as well as any and all warranties arising out of course of performance, course of dealing or usage or trade.

4. Seller disclaims any responsibility or liability for any defects or deficiencies or any other liability during the Warranty Period, if any, for the Goods, if the Goods are: (i) used in any manner that is inconsistent with the intended purpose or design of the Goods as described in user manual / product literature / documentation provided by the Seller for the Goods; (ii) altered in any way; (iii) used or maintained in any manner that is inconsistent with Seller's instructions or warnings ("User Instructions") provided along with the Goods; and/or (iv) subjected to any other misuse, lack of proper maintenance, faulty repair, neglect, accident or servicing by persons other than Seller's authorised person. The Seller shall neither be liable for normal wear and tear nor for deterioration. Seller shall not be liable for any loss, damages or

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claims which are attributable to the negligence of the Buyer while storing, maintaining or operating the Goods. Responsibility for suitability, selection, installation, use, safety, operation or maintenance of the Goods rests solely with the Buyer.

Wherever there is an express warranty provided with the Goods,

(i) the Buyer shall, without undue delay, up to the date of the Warranty Period notify the Seller in writing of any defect which appears in the Goods. The notice shall contain a description of the defect. If the Buyer fails to notify the Seller in writing of a defect within the Warranty Period, the Buyer shall lose his right to have the defect remedied.

(ii) repair shall be carried out at the place where the Goods are located unless the Seller deems it more appropriate that the Goods be sent to the Seller or a destination specified by the Seller.

(iii) defective parts which have been replaced shall be made available to the Seller and shall be the property of the Seller.

(iv) upon the Buyer intimating the Seller about the defects in the Goods, warranty adjudication shall be completed by either repairing the Goods (rectification of defects) or replacement of faulty part(s) at the discretion of the Seller.

The Seller shall not be liable for defects arising out of materials provided or a design stipulated or specified by the Buyer.

Any energy / fuel savings or any payback period calculated by the Seller in its Offer or other documentation shall be only indicative in nature and shall not be construed in any way as a guarantee by the Seller. Such energy / fuel savings or any payback period calculated by the Seller are contingent upon Buyer's continued maintenance of necessary plant parameters, operating conditions, production capacity and usage of the Seller's Goods in accordance with the User Instructions provided by the Seller. The Seller disclaims any liability arising out of any non-attainment of energy / fuel savings or any payback period calculated by the Seller.

Where the Goods have a benefit of the manufacturer's warranty, the Buyer shall claim under the manufacturer's warranty in preference to the Seller's warranty and the Seller shall assist the Buyer in claiming against the manufacturer's warranty, and to the extent requested by the Buyer shall act as administrator in respect of any claim against the manufacturer's warranty.

Subject as expressly provided in these terms and conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

The Buyer expressly understands that any gesture of goodwill by the Seller towards the repair or rectification of Goods after the expiry of the Warranty Period shall not, in any event, be construed as an extension or recommencement of such Warranty Period. The Seller's liability pertaining to the Goods supplied under these Terms and Conditions shall cease entirely upon the expiry of the Warranty Period.

ADHERENCE TO APPLICABLE LAW

The Buyer shall perform its obligations hereunder in compliance with all applicable laws including but not limited to anti-bribery laws, anti-money laundering laws, anti-corruption laws, environment laws and labour laws in any jurisdiction in connection with its activities pursuant to these Terms and Conditions.

The Buyer declares that it is not subject to any economic sanctions ("Sanctions") administered by the Government of India, the Office of Foreign Assets Control of the United States, Her Majesty's Treasury (UK), the European Union, or any other relevant Government Authority, and has not and will

not conduct business with any party subject to such Sanctions.

The Buyer will from time to time, at the reasonable request of the Seller, confirm in writing that it has complied with its covenants under this clause hereinabove and will provide any information reasonably requested by the Seller in support of such compliance.

To the extent that the Seller processes personal data on behalf of the Buyer under or in connection with these Terms and Conditions, it is hereby agreed between the Seller and Buyer, that:

(i) The parties will process personal data in compliance with all applicable data privacy laws.

(ii) Each party consents to the use of the other's personal data in order to fulfill the purpose of this agreement and for the continuation of the business transaction between the parties unless the consent is explicitly withdrawn at any time during or after the term of this agreement.

The Seller may provide sensors, analysers, monitors, gauges and/or process control systems for the purposes of emission monitoring, diagnostics, plant operations efficiency and predictive maintenance and to comply with environmental regulations. The Buyer consents to the collection, storage on a third party cloud server and use of such data by the Seller, which (i) will be kept confidential by the Seller, (ii) will not be disclosed to any third party without the consent of the Buyer and (iii) will not be used for any purpose except for the purposes of providing services to the Buyer, improvement of products and services of the Seller and/or to comply with applicable law, including any environmental regulations. The Buyer also consents that such data may reside on a third party cloud server which will be available for the access by the Buyer and the Seller. The Seller disclaims any and all liability arising (whether directly or indirectly) out of any data loss, breach or incident in relation to such data stored on such third party cloud server. In case the Buyer has contracted for an annual maintenance contract for transmission of its emission data to the environmental authorities as required by law, the Seller disclaims any liability for any non transmission of such emission data to the environmental authorities in case the Buyer has not paid the Price for such annual maintenance contract and such liability shall solely rest with the Buyer.

WAIVER

The failure by either Party to enforce at any time or for any period, any of the terms and conditions stated herein shall not be construed as a waiver of such term(s) and condition(s) or of the right to enforce such terms and conditions of these Terms and Conditions subsequently.

SEVERABILITY

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed to with the invalid, illegal or unenforceable provision eliminated.

ENTIRE AGREEMENT

These Terms and Conditions supersede all previous agreements,

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correspondence and understandings between the Parties concerning the sale of Goods to be supplied pursuant to the order as accepted under the OA. Upon issuance of the OA, no modification to these Terms and Conditions shall be of any force or effect between the Parties.

The Parties agree that the legal doctrine of Contra Proferentem will not apply to the contract of sale or these Terms and Conditions. Consequently, any ambiguity that may exist in these Terms and Conditions will not be construed against the Party who drafted these Terms and Conditions.

S. GOVERNING LAW AND DISPUTE RESOLUTION

- 1 These Terms and Conditions shall be construed and interpreted in accordance with the laws of India. All disputes arising between the Parties out of or in connection with the performance and/or breach of these Terms and Conditions or otherwise in relation to supply of Goods by the Seller to the Buyer shall be amicably settled between the Parties. Where the Parties fail to settle the dispute amicably within 60 (sixty) days of written notice of its existence given by either Party to the other then such disputes shall be settled by arbitration by submitting the dispute to the decision of a sole arbitrator as may be mutually appointed by the Parties in accordance with the provisions of Arbitration and Conciliation Act 1996, as amended from time to time. The seat of the Arbitration shall be Mumbai and venue shall be Pune. The language of the arbitral proceedings shall be English.
- 2 Unless otherwise agreed in writing between the Parties, in case of International transactions where the Buyer is located outside India and Goods are delivered outside India, the UN Convention on the International Sale of Goods (CISG) shall not apply.

T. SURVIVAL

The provisions of these Terms and Conditions in relation to Limitation of Liability, Intellectual Property and Confidentiality, Governing Law and Dispute Resolution and all obligations that are capable of having effect after the expiry or termination of the order as accepted under the OA shall survive such expiry or termination, and shall be without prejudice to the rights and remedies of the Parties up to and including the date of such expiry or termination.

END OF STANDARD TERMS & CONDITIONS

"Annexure-R-4"



MANSHIRA
ENGINEERING WORK
MFRS. OF POLLUTION CONTROL SYSTEM

Plot No. 14/F, Heavy Industrial Area
Hathkhoj, Bhilai, Durg, C.G., 490026



kkjais@manshira.com
+91-8965832349

CONSULTANCY SERVICE

DATE: 27-06-2025

M/S. KAMESHWAR ALLOYS AND POWER PVT LTD.
RAMGARH, JHARKHAND

Dear Sir

We have commissioned your plant today with an existing capacity of 100000 m³/Hr., with an ID fan average current 223Amps. at 700 RPM with a moderate suction efficiency.

Please remit our consultancy charges worth Rs. 100000/- as per bill attached herewith.

Thanks & Regards,

Manshira Engineering Work

K.K. Jaiswara (CEO)

Mob.: +91-89658 32349

Email: kkjais@manshira.com

GSTIN : 22BFIPJ8965F1Z9

Plot no. 14/F, Heavy Industrial Area
Hathkhoj, Bhilai, Durg
Chhattisgarh, 490026

Customer satisfaction is our prime concern and engineering design is our utmost priority

Id fan, Bag filter.



**KAMESHWAR
ALLOYS & STEELS
PRIVATE LIMITED**

①+91 651 2562156, 2563517

✉ kasplmetal@gmail.com

✉ kaspl ranchi@gmail.com

To,

Date - 17/07/2025

Sri Jitendra Prasad Singh,
Regional Officer,
Jharkhand Pollution Control Board,
Regional Officer, Hazaribagh,

Sub :- Request to revoke your closer direction.

Sir,

With reference to your notice No. 1425 dated 23/05/2025 for the direction of closer of our unit we would like to inform you that we had immediately complied with your direction further we would like to bring your kind notice that our unit is closed since 09/05/2025 for updating the complete air pollution control system and repair & maintenance work. We have already communicated the same vide letter dated - 07/05/2025 through mail to JSPCB Ranchi office & JSPCB Regional office, Hazaribagh we are enclosing here with photographs of furnace and electrical control room showing nonfunctional of production of our plant.

We would like to bring to your kind notice that all our air pollution device such as fume extraction system, Bag filter and heat exchanger are updated as per norms and your direction, completely repaired and properly functioning. We are attaching work completion certificate and black box commissioning confirmation and images of bag filter heat exchanger, panel and all other equipment / devices in support of the same. We have already submitted to you a letter dated on 27/05/2025 regarding work completion confirmation.

Therefore request you to kindly allow us to operate our plant as usual and for this we shall remain highly obliged to you.

With Regards, Kameshwar Alloys & Steels(P) Ltd.

[Signature]
Kameshwar Alloys & Steels Pvt. Ltd.
Authorised Signatory



[Signature]
17/7/25

Factory : Kusumdihi, Rajrappa Road, Gola, Ramgarh, Jharkhand, Pin- 829110
Admin Office : 301, Sunrise Forum, 3rd Floor, 100, Burdwan Compound, Circular Road, Lalpur, Ranchi - 834001

 kneo.co.in/rtn/



KAMESHWAR ALLOYS & STEELS PRIVATE LIMITED

Factory Address :
Ghasi Kenka, Kusumdihi,
Rajrappa Road, Gola - 829110
Dist - Ramgarh, Jharkhand

Date: 27.05.2025

To,
The Member Secretary,
Jharkhand State Pollution Control Board,
T.A. Building, H.E.C Dhurwa,
RANCHI

Sub: Closure Direction under section 31A of the Air (Prevention and Control of Pollution) Act, 1981 and 33A of the Water (Prevention and Control of Pollution) Act, 1974.

Sir,

With reference to your letter No.1425 dated 23.05.2025 on the subject cited above; we would like to bring to your kind notice that our unit is already closed since 09.05.2025 for updating the complete air pollution control system and repair & maintenance work. We have already communicated the same vide letter dated 07.05.2025 through mail to JSPCB, Ranchi Office and JSPCB, Regional Office, Hazaribagh mailed copy attached. We are enclosing herewith photographs of Furnace and electrical control room showing non functional of production of our plant.

We would like to bring to your kind notice that all our Air Pollution Devices such as Fume extraction system, Bag filter and heat exchanger are updated as per norms, completely repaired and properly functioning. We are attaching images of bag filter, heat exchanger, panel and all other equipment/devices in support of the same.

We would also like to mention that our online continuous stack emission monitoring system is now properly functioning and transmission of data to JSPCB and CPCB are updated.

We, therefore, request you to kindly allow us to operate our plant as usual from 29.05.2025 and for this we shall remain highly obliged to you.

With regards,

Yours faithfully,

For KAMESHWAR ALLOYS & STEELS PVT. LTD.

(AUTHORISED SIGNATOR)

Attach: As above.



X

BEFORE THE HON'BLE NATIONAL
GREEN TRIBUNAL EASTERN ZONE
BENCH, KOLKATA ORIGINAL
APPLICATION NO.204/2024/EZ
(Earlier O. A. No. 954/2024/PB)

In The Matter of:-

Binu Kumar Mehto

..... Applicant

- Versus-

State of Jharkhand

...Respondent(s)



COUNTER AFFIDAVIT ON BEHALF OF
RESPONDENT **NUMBER**
08,KAMESHWAR ALLOYS & STEELS
PRIVATE LIMITED

Filed by:

Mr. SIBOJYOTI CHAKRABARTI,
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C/o DIPANJAN GHOSH
Advocate
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