

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL SOUTHERN ZONE AT
CHENNAI**

ORIGINAL APPLICATION No. 70 of 2023(SZ)

Mr. K. Shanmugam

...Applicant

Vs

1) The Member Secretary,
Tamil Nadu Pollution Control Board,
Guindy, Chennai – 600104 & 14 others

.....Respondents

TYPED SET OF PAPERS - INDEXFILED BY THE 6TH RESPONDENT

S.No.	DATE	PARTICULARS OF DOCUMENTS	Pg. No.
1.	25.10.2021	Registration and License for Factory	1
2.	05.05.2020	Consent order issued under Water (Prevention and control of Pollution) Act,1974 amended in 1988	2
3.	05.05.2020	Consent order issued under Air (Prevention and control of Pollution) Act,1981 amended in 1987	5
4.	-	Process Flow Diagram	8
5.	11.05.2023	Work order issued for Eco care Engineering Private limited	10
6.		Sewage Treatment Plant Process Chart	14
7.	10.08.2023 & 12.09.2023	Test Report	15
8.	-	Photographs	19

It is certified that the abovementioned documents are true copies of its originals.

Dated at Chennai this the 5th day of January, 2024

Counsel for 6th Respondent



Form No.4 - Registration and Licence to work a factory
[Prescribed under Rule 4 (G) of the Tamil Nadu Factories Rules 1950]



Registration Number : KPM09501

Licence Fee : ₹ 1,080,000

Licence is hereby granted / renewed to Mr. CHIKARA MORIGUCHI valid only for the premises detailed below for use as a factory employing not more than 1000 workers on any one day during the year and using installed horse power inclusive of mobile equipment not exceeding 1000 horse power subject to the provisions of the Factories Act, 1948 and the Rules made thereunder.

This licence shall remain in force till the 31st day of December 2022 unless such licence is cancelled before that date under rule 109.

Name of the factory : HI-LEX INDIA PRIVATE LIMITED

Description of Licensed Premises

The licensed premises shown on Plan No. R.Dis D/6579/2014 dated 24/12/2014 are situated in Door No. / Plot No.: PLOT NO.B1, SIPCOT-INDUSTRIAL PARK, PILLAIPAKKAM PHASE-2, vengudu village, Sriperumbudur Taluk, Kancheepuram District - 602105.

This License renewal is auto Generated through Portal. Hence no signature required.

Date : 25/10/2021

Joint Director of Industrial Safety and Health, Kancheepuram

Renewals				
Sl.No.	Date of Renewal	Fee for Renewal	Date of Expiry	Signature of Joint Director
1	25/10/2021	1,080,000/-	31/12/2026	
Amendments				
Sl.No.	Amended to Install horse power	Amended to Employ maximum number of workers	Additional fee	Signature of Joint Director
1.				
2.				
Transfers				
Sl.No.	Name of the person to whom transferred	Name of the factory	Signature of Joint Director	
1.				
2.				

**TAMIL NADU POLLUTION CONTROL BOARD**

Category of the Industry :

ORANGE**CONSENT ORDER NO. 2008131567483 DATED: 05/05/2020.****PROCEEDINGS NO.F.0049SPR/OL/DEE/TNPCB/SPR/W/2020 DATED: 05/05/2020**

SUB: Tamil Nadu Pollution Control Board - RENEWAL OF CONSENT – M/s. HI-LEX INDIA PVT. LTD.,, S.F.No. Plot No: B1, VENKADU village, Sriperumbudur Taluk and Kancheepuram District - Renewal of Consent for the operation of the plant and discharge of sewage and/or trade effluent under Section 25 of the Water (Prevention and Control of Pollution) Act, 1974 as amended in 1988 (Central Act 6 of 1974) – Issued- Reg.

REF: 1. B.P.No.6 dated 02.08.2016 and B.P.No.63 dated 28.11.2017
2. CTO PROC. NO.T11/TNPCB/F.0049SPR/RL/SPR/W&A/2015 DATED: 26/05/2015
3. RCO PROC. NO.F.0049SPR/OL/DEE/TNPCB/SPR/W&A/2017 DATED: 20/04/2017
4. Unit's Application No. 31567483 dated 04.03.2020.
5. IR.No : F.0049SPR/OL/AE (M)/SPR/2020 dated 05/05/2020

RENEWAL OF CONSENT is hereby granted under Section 25 of the Water (Prevention and Control of Pollution) Act, 1974 as amended in 1988 (Central Act, 6 of 1974) (hereinafter referred to as "The Act") and the rules and orders made there under to

The Managing Director
M/s.HI-LEX INDIA PVT. LTD.,,
S.F.No. Plot No: B1,
VENKADU village,
Sriperumbudur Taluk,
Kancheepuram District.

Authorising the occupier to make discharge of sewage and /or trade effluent.

This is subject to the provisions of the Act, the rules and the orders made there under and the terms and conditions incorporated under the Special and General conditions stipulated in the Consent Order issued earlier and subject to the special conditions annexed.

This RENEWAL OF CONSENT is valid for the period ending March 31, 2024

**District Environmental Engineer,
Tamil Nadu Pollution Control Board,
SRIPERUMBUDUR**

SPECIAL CONDITIONS

1. This renewal of consent is valid for operating the facility for the manufacture of products/byproducts (Col. 2) at the rate (Col 3) mentioned below. Any change in the product/byproduct and its quantity has to be brought to the notice of the Board and fresh consent has to be obtained.

Sl. No.	Description	Quantity	Unit
Product Details			
1.	Automobile cables for Two Wheeler and Four Wheeler such as Parking Brake Cable, Manual Transmission Cable, Fuel Lid Opener Cable, Hood Opener Cable, Break Cable, Throttle Cable, etc	10,81,750	Nos/Month
2.	Window Regulators	67,000	Nos/Month

2. This renewal of consent is valid for operating the facility with the below mentioned outlets for the discharge of sewage/trade effluent. Any change in the outlets and the quantity has to be brought to the notice of the Board and fresh consent has to be obtained.

Outlet No.	Description of Outlet	Maximum daily discharge in KLD	Point of disposal
Effluent Type : Sewage			
1.	Sewage 1	12.0	Utilizing for Toilet flushing
2.	Sewage 2	25.0	On land for gardening
Effluent Type : Trade Effluent			
1.	Trade Effluent	0.025	Solar Evaporation Pans

Additional Conditions:

1. The unit shall operate and maintain the STP provided efficiently and continuously so as to treat the same to satisfy the standards prescribed by the Board.
2. The unit shall dispose the trade effluent arising from scrubber bleed off after treatment through impervious Solar Evaporation Pan and ensure that the SEP is maintained without overflow/ seepage.
3. The unit shall adhere to the Hazardous and other Waste [MTB] Rules, 2016.
4. The unit shall dispose the non-hazardous solid wastes then and there without accumulation in the unit premises.
5. The unit shall comply with the applicable conditions as stipulated in the Environmental Clearance issued to the SIPCOT Industrial Park, Pillaipakkam, vide ref. No. SEIAA/TN/EC/8(b)/112/F-411/2010 dated 11.02.2011.
6. The unit shall not use and throwaway plastic such as plastic sheets used for food wrapping, spreading on dining table etc., plastic plates, plastic coated tea cups, plastic tumbler, water pouches and packets, plastic straw, plastic carry bag and plastic flags irrespective of thickness, within the industry premises. Instead unit shall encourage use of eco friendly alternative such as banana leaf, arecanut palm plate, stainless steel, glass, porcelain plates/cups, cloth bag, jute bag etc..
7. The unit shall comply with the E-Waste Management Rules 2016. E-Waste as listed in Schedule I, generated by them shall be channelized through collection centre or dealer of authorized producer or dismantler or recycler or through the designated take back service provider of the producer or authorized dismantler or recycler. The unit shall maintain records of e-waste generated by them in Form-2 and make such records available for scrutiny by the TNPCB. The unit shall file annual returns in Form-3, to the TNPCB on or before the 30th day of June following the financial year.

**District Environmental Engineer,
Tamil Nadu Pollution Control Board,
SRIPERUMBUDUR**

To
The Managing Director,
M/s.HI-LEX INDIA PVT. LTD.,,
M/S HI-LEX INDIA PVT. LTD.,
Plot No. B1, Sipcot Industrial Park,
Vengadu Village, Pillaipakkam ph-2,
Sriperumbudur Tq.,
Kanchipuram District.,
Pin: 602105

Copy to:

1. The Commissioner, SRIPERUMBUDUR-Panchayat Union, Sriperumbudur Taluk, Kancheepuram District .
 2. Copy submitted to the Member Secretary, Tamil Nadu Pollution Control Board, Chennai for favour of kind information.
 3. Copy submitted to the JCEE-Monitoring, Tamil Nadu Pollution Control Board, Chennai for favour of kind information.
 4. File
-

** This consent order is computer generated by OCMMS of TNPCB and no signature is needed**

**TAMIL NADU POLLUTION CONTROL BOARD**

Category of the Industry :

ORANGE**CONSENT ORDER NO. 2008231567483****DATED: 05/05/2020.****PROCEEDINGS NO.F.0049SPR/OL/DEE/TNPCB/SPR/A/2020 DATED: 05/05/2020**

SUB: Tamil Nadu Pollution Control Board - RENEWAL OF CONSENT -M/s. HI-LEX INDIA PVT. LTD.,, S.F.No. Plot No: B1, VENKADU village, Sriperumbudur Taluk and Kancheepuram District - Renewal of Consent for the operation of the plant and discharge of emissions under Section 21 of the Air (Prevention and Control of Pollution) Act, 1981 as amended in 1987 (Central Act 14 of 1981) -Issued- Reg.

REF: 1. B.P.No.6 dated 02.08.2016 and B.P.No.63 dated 28.11.2017
2. CTO PROC. NO.T11/TNPCB/F.0049SPR/RL/SPR/W&A/2015 DATED: 26/05/2015
3. RCO PROC. NO.F.0049SPR/OL/DEE/TNPCB/SPR/W&A/2017 DATED: 20/04/2017
4. Unit's Application No. 31567483 dated 04.03.2020.
5. IR.No : F.0049SPR/OL/AE (M)/SPR/2020 dated 05/05/2020

RENEWAL OF CONSENT is hereby granted under Section 21 of the Air (Prevention and Control of Pollution) Act, 1981 as amended in 1987 (Central Act 14 of 1981) (hereinafter referred to as "The Act") and the rules and orders made there under to

The Managing Director
M/s.HI-LEX INDIA PVT. LTD.,,
S.F.No. Plot No: B1,
VENKADU village,
Sriperumbudur Taluk,
Kancheepuram District.

Authorizing the occupier to operate the industrial plant in the Air Pollution Control Area as notified by the Government and to make discharge of emission from the stacks/chimneys.

This is subject to the provisions of the Act, the rules and the orders made there under and the terms and conditions incorporated under the Special and General conditions stipulated in the Consent Order issued earlier and subject to the special conditions annexed.

This RENEWAL OF CONSENT is valid for the period ending March 31, 2024

**District Environmental Engineer,
Tamil Nadu Pollution Control Board,
SRIPERUMBUDUR**

SPECIAL CONDITIONS

1. This renewal of consent is valid for operating the facility for the manufacture of products (Col. 2) at the rate (Col. 3) mentioned below. Any change in the products and its quantity has to be brought to the notice of the Board and fresh consent has to be obtained.

Sl. No.	Description	Quantity	Unit
Product Details			
1.	Automobile cables for Two Wheeler and Four Wheeler such as Parking Brake Cable, Manual Transmission Cable, Fuel Lid Opener Cable, Hood Opener Cable, Break Cable, Throttle Cable, etc	10,81,750	Nos/Month
2.	Window Regulators	67,000	Nos/Month

2. This renewal of consent is valid for operating the facility with the below mentioned emission/noise sources along with the control measures and/or stack. Any change in the emission source/control measures/change in stack height has to be brought to the notice of the Board and fresh consent/Amendment has to be obtained.

I Point source emission with stack :				
Stack No.	Point Emission Source	Air pollution Control measures	Stack height from Ground Level in m	Gaseous Discharge in Nm ³ /hr
1	DG Set - 500 KVA	Acoustic enclosures with stack	15	
2	Gas fired hot Zinc Melting Furnace (12 kg) – 3 Nos	Suction with common exhaust followed by wet scrubber with stack	20	
II Fugitive/Noise emission :				
Sl. No.	Fugitive or Noise Emission sources	Type of emission	Control measures	
1.	DG Set 500 KVA	Noise	Acoustic enclosures are provided	

Special Additional Conditions:

The unit shall install retrofit emission control device, with atleast 70% Particulate matter reduction efficiency on all DG sets with rated capacity more than 125 KVA installed within the industrial premises before 30.06.2020 or otherwise the unit should be shifting to gas based generators by employing new gas based generators. The retrofit emission control device should be tested from one of the five laboratories recognised by CPCB.

Additional Conditions:

1. The unit shall operate and maintain the air pollution control measures provided efficiently and shall adhere to AAQ / Emission standards prescribed by the Board.
2. The unit shall conduct AAQ / Emission/ANL survey through TNPCB laboratory once in a year and shall furnish ROA of AAQ survey to Board.
3. The unit shall comply with the applicable conditions as stipulated in the Environmental Clearance issued to the SIPCOT Industrial Park, Pillaipakkam, vide ref. No. SEIAA/TN/EC/ 8(b)/112/F-411/2010 dated 11.02.2011.
4. The unit shall not 'use and throwaway plastic 'such as plastic sheets used for food wrapping, spreading on dining table etc., plastic plates, plastic coated tea cups, plastic tumbler, water pouches and packets, plastic straw, plastic carry bag and plastic flags irrespective of thickness, within the industry premises. Instead unit shall encourage use of eco friendly alternative such as banana leaf, arecanut palm plate, stainless steel, glass, porcelain plates/cups, cloth bag, jute bag etc.,.
5. The unit shall comply with the E-Waste Management Rules 2016.E-Waste as listed in Schedule I, generated by them shall be channelized through collection centre or dealer of authorized producer or dismantler or recycler or through the designated take back service provider of the producer to authorized dismantler or recycler. The unit shall maintain records of e-waste generated by them in Form-2 and make such records available for scrutiny by the TNPCB. The unit shall file annual returns in Form-3, to the TNPCB on or before the 30th day of June following the financial year.

**District Environmental Engineer,
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To
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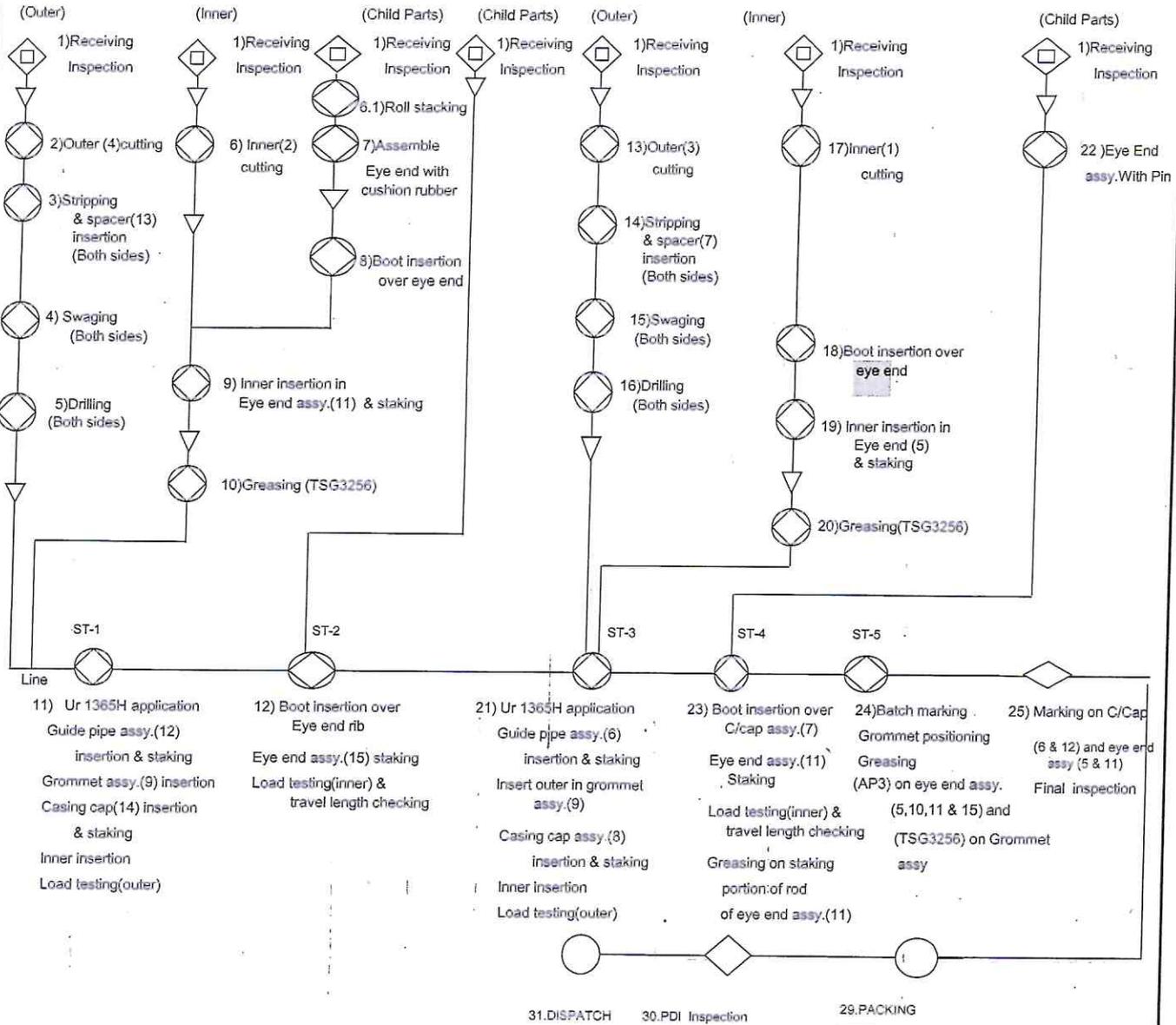
PART NAME	CABLE ASSEMBLY TRANSMISSION CONTROL
PART NO.	4TTC004
REV. NO.	1
DATE (orig):	19.03.15
DATE (REV.):	18.03.16

PROCESS FLOW DIAGRAM

PFD NO:	480W-MT-000	
CUSTOMER	TOYOTA	
MADE BY	CHKD. BY	APPD. BY
THIRUMAL	KARTHI	MANI

SELECT CABLE

SHIFT CABLE



Flow Chart Symbols (Combination of Symbols can be used to show Multiple Operation Processes)

○	PROCESSING	□	QUANTITY INSPECTION	↗	CROSSING LINE WITH NO INTERSECTION
○	TRANSFER	◇	QUALITY INSPECTION	⊗	MULTIPLE OPERATION — MAINLY PROCESSING PLUS QUALITY CHECK
▽	STORAGE	—	PROCESS FLOW	⊕	MULTIPLE OPERATION — MAINLY QUALITY CHECK PLUS COUNTING

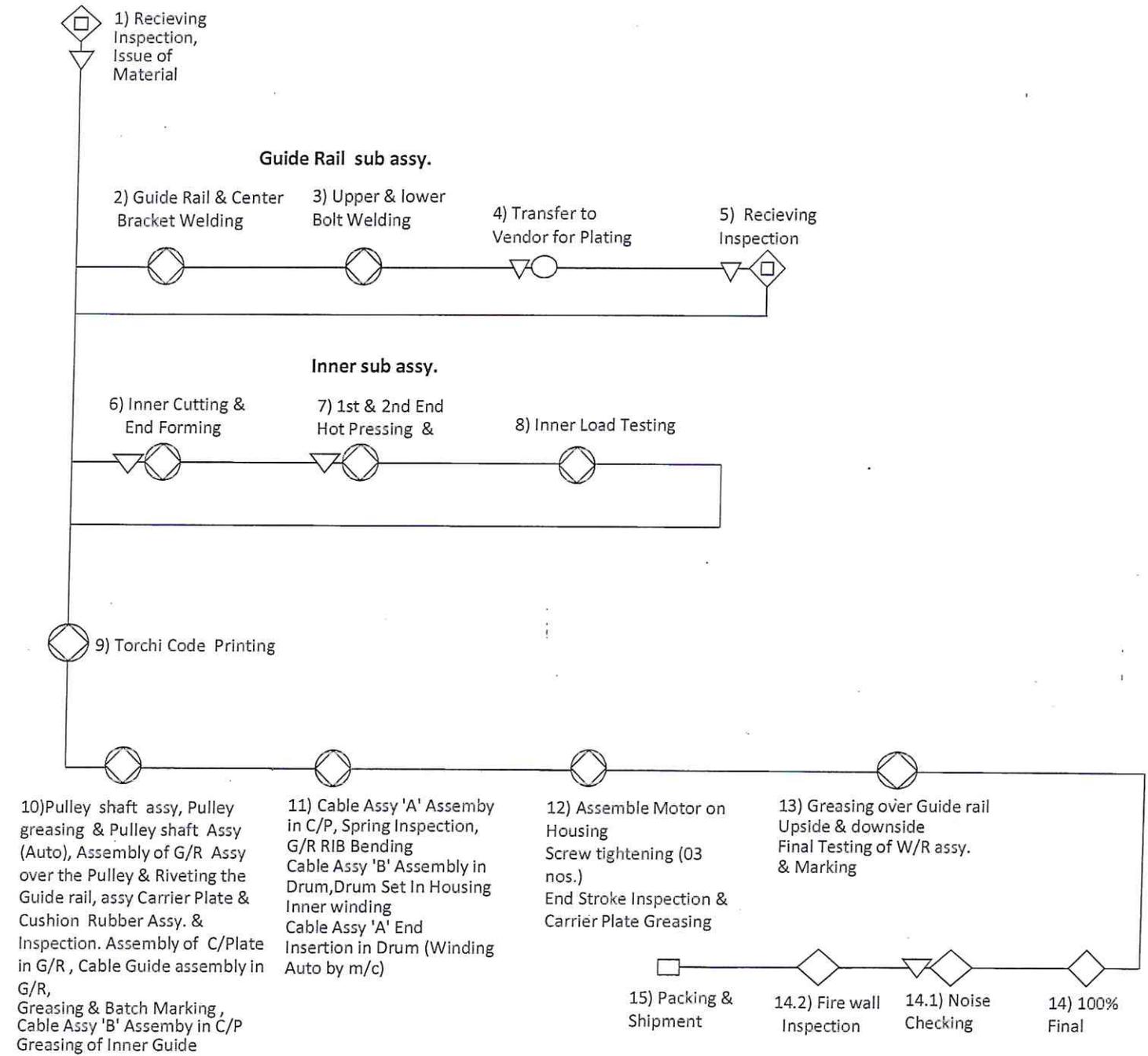
Hi-lex India Pvt. Ltd.

PART NAME	FR PWR-WR, R/L
PART NO.	4NWC007/8
REV. NO.	0
DATE (orig)	22.08.14

PROCESS FLOW DIAGRAM

PFD NO:	PFD-XBA-FR-PWR-C	REV.	0
CUSTOMER	NISSAN	MODEL	XBA
MADE BY	CHKD. BY	APPD. BY	
Karthikeyan	Karthikeyan	KV.Manikand	

Child Parts



* Chart Symbols (Combination of Symbols can be used to show Multiple Operation Processes)

PROCESSING	□	QUANTITY INSPECTION	↔	CROSSING LINE WITH NO INTERSECTION
TRANSFER	◇	QUALITY INSPECTION	⊗	MULTIPLE OPERATION --- MAINLY PROCESSING PLUS QUALITY CHECK
STORAGE	—	PROCESS FLOW	⊕	MULTIPLE OPERATION --- MAINLY QUALITY CHECK PLUS COUNTING

 Hi-Lex India Pvt. Ltd. (Unit-III) Works: Plot Nos. B-1, R & N Suppliers Park, Phase-II, SIPCOT Industrial Park, Pillaiakkam, Sriperumbudur, District-Kancheepuram, Tamilnadu India Tel : 044 37128000 Fax: GSTIN No. : 33AABCM9648Q1ZR State Code:33 [Tamil Nadu] CIN No. : U34300HR1998FTC035011 IEC No: 0598068881	Service/Job Work Order 24650015 W [Authorized] Date : 11/05/2023 Effective From : 11/05/2023 Valid Upto : 31/03/2024																													
To: Eco Care Engineering Private Limited Plot No.02, Door No.11 8th Street,Jai Nagar Arumbakkam, IND GSTINNo. : 33AABCE8536B1Z1 State Code:33 [Tamil Nadu] Vendor Code : V1027491	Remarks : STP PLANT MANPOWER PER MONTH CHARGE RS 20205 X 2 = 40410 / TWO SHIFT & TWO MANPOWER WITH TESTING 1500 RS PER MONTH.. (DA COST INCREASE) Ref : MONTH OF-01-04-2023 TO- 31-03-2024																													
PR No. HRD-2023-05-09-001,																														
Please supply the following items subject to terms & conditions stipulated in this order , along with annexure 'B' as attached.																														
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>S. NO.</th> <th>ITEM CODE</th> <th>[DESCRIPTION]</th> <th>QUANTITY</th> <th>U/M</th> <th>HSN/ SAC</th> <th>RATE INR</th> <th>DISCOUNT VALUE [%]</th> <th>TOOL COST</th> <th>TAXABLE RATE</th> <th>CGST AMOUNT [RATE]</th> <th>SGST AMOUNT [RATE]</th> <th>IGST AMOUNT [RATE]</th> <th>TOTAL AMOUNT</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>STP-OANDM-CHA NG</td> <td>[STP MANPOWER CHARGES]</td> <td>12.00</td> <td>DEF</td> <td>998719 SAC</td> <td>40,410.0000</td> <td>0.00</td> <td>0.00</td> <td>43,642.80</td> <td>43,642.80</td> <td>0.00</td> <td>0.00</td> <td>484,920.00</td> </tr> </tbody> </table>		S. NO.	ITEM CODE	[DESCRIPTION]	QUANTITY	U/M	HSN/ SAC	RATE INR	DISCOUNT VALUE [%]	TOOL COST	TAXABLE RATE	CGST AMOUNT [RATE]	SGST AMOUNT [RATE]	IGST AMOUNT [RATE]	TOTAL AMOUNT	1	STP-OANDM-CHA NG	[STP MANPOWER CHARGES]	12.00	DEF	998719 SAC	40,410.0000	0.00	0.00	43,642.80	43,642.80	0.00	0.00	484,920.00	
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Total Gross Amount	(INR)	572,206																												
SPECIAL INSTRUCTIONS : 1. All supplies must be accompanied by your original invoice and excise gate pass, where ever applicable. 2. Our Purchase Order No., Item Code, Description, and Vendor Code must appear on all your invoices/Challans 3. Material will be received in our Stores only in between 9 A.M. to 4 P.M. during working days. 4. All supplies/samples must be accompanied by your inspection report as per Hi-Lex India Pvt. Ltd. (Unit-III) inspection standard issued to you. 5. For any additional information or clarification please write to Purchase Deptt. 6. Kindly return confirmation copy duly signed & stamped as a token of acceptance of the P.O 7. For late delivery, penalty shall be imposed as per agreed terms and conditions. 8. Gas cylinders shall be supply with safety caps and without leakage. 9. Chemical/oil containers shall be supply in leak tight condition with all safety markings. 10. Personnel of jobworkers required to come Hi-LEX with safety shoes. 11. Supplier shall follow statutory and regulatory requirements to GADSL/REACH/SVHC/ROHS in addition to above related to chemical/materials if any. 12. Use Eco Friendly /Multi Cycle packaging for dispatching the material. 13. Supplier should mention correct GSTIN ID of Hi-LEX India Pvt. Ltd. 14. Supplier must ensure to timely deposit of due tax as per GST Act and timely file the applicable GST Returns. 15. Supplier would need to indemnify Hi-LEX for any loss happened due to non-compliance of GST by Supplier. 16. Supplier must submit the Challan copy for ESI/PF deposited for the month, along with Invoice raised for any Job Work/Service done at Hi-Lex India.																														
Regd. Office: Plot No.-55, Sector-3, IMT Manesar, Gurgaon, Haryana, INDIA	for Hi-Lex India Pvt. Ltd. (Unit-III) AUTHORISED SIGNATORY																													
This is system generated document, needs no signature.																														

Hi-Lex India Pvt. Ltd. (Unit-III)**Terms And Conditions - Annexure "B"****General conditions of the Order****1. General**

(1.1) This order including the terms and conditions specified herein constitute the sole and entire agreement between the Parties here to in respect of the subject matter of this transaction. The Seller shall acknowledge receipt of order within seven days of order date otherwise order shall be deemed to be accepted. Provided however that acknowledgment of Buyer of work done under the order and receipt by the Seller of any payment or consideration paid hereunder by the Buyer shall result in a binding contract and oblige the Seller to perform his obligations under the order even if the Seller has not expressly signed the Vendor Acknowledgment form.

(1.2) The seller shall not be entitled to make any change, alteration or modification to any of the terms, conditions, prices or schedules specified in the Order without the express written consent of the Buyer.

(1.3) No course of prior dealings between the Parties or past practice or usage of the trade shall be relevant to supplement or explain any of the terms of the Order.

(1.4) Payment of the consideration in the amount as set out in the Order shall be complete discharge of the Buyer of all its payment obligations towards the purchase of the goods set out in the order and the buyer shall not be required to pay other

or further sums of amounts to the Seller on any account whatsoever. No interest will be applicable for delayed payment if any.

(1.5) At any time prior to its shipment or even thereafter, the Buyer may require the Seller to produce the documents of title to the goods forming the subject matter of the Order.

2. Buyers Options

The Buyer reserves the right, at any time, to change or modify the specifications or delivery dates as also the quantity or quality of the products forming part of the Order. Any difference in price required by such change or modification shall be equitably adjusted and the Order shall be modified in writing accordingly. Buyer further reserves the right to terminate, without assigning any reason or incurring any liability to the Seller whatsoever, all or part of the work to be performed pursuant to this Order. In such an event the Buyer shall not be liable for any incidental or consequential damages or for loss of income or profit to the Seller.

3. Delivery

3.1 Time of delivery and performance by the Seller shall be of essence of the Order. If the Seller fails to deliver the goods in the quantity or quality or perform his obligations within

the time specified therefor in the Order, the Buyer may, without limiting its other rights and remedies provided by this Order or by law: -

(i) By writing, extend the time for supply of the products performance by the Seller of his obligations under the Order, or

(ii) Cancel this Order without any obligation to the Seller, or

(iii) Reject the goods in whole or in part; or

(iv) Purchase the goods from any other third party and charge the Seller any loss incurred in this regard; or

(v) Demand and recover from the Seller difference of an amount equivalent to the selling price of the goods that the Seller failed to deliver and price paid to third party in accordance with the Order, which amount shall be recovered as liquidated damages and not penalty.

3.2 The risk of loss of and title to the goods shall not pass to the Buyer unless the Buyer actually receives and accepts the goods at the point of destination. If the Buyer has made any advance payments to the Seller prior the delivery to the Buyer of the goods, then in such an event the title to the said goods shall pass to the Buyer, even if the same is in the possession of the Seller, but the risk of loss shall remain with the Seller until the actual delivery to and acceptance by the Buyer has been made.

(3.3) In the event that the Buyer agrees to accept early delivery of the products, the Buyer shall be entitled to withhold payment in respect of such deliveries until the required delivery date.

4. Shipping advice

Shipping advice shall be given and confirmed by the Seller to the Buyer, at least 1(one) week prior to the required date of delivery of the product, containing such information as loading and unloading port, brief description of the products shipped, name of the vessel, estimated time of deliver or arrival, invoice amount etc.

5. Intellectual Property Rights Indemnification

Seller agrees to indemnify, defend and hold harmless each of (i) the Buyer, (ii) each of Buyers Affiliates, assigns and successors in interest, as the case may be; and (iii) each of the respective directors, officer and employees of the Buyer from and against any and all losses which may be incurred or suffered by said party and which may arise out of or result

from any claim of infringement of any intellectual property rights occasioned by the manufacturer of the products or any other third party.

6. Inspection

(6.1) Buyer shall have a reasonable time after receipt and beneficial use, to inspect and or reject the goods. The Buyer shall, at the risk of the Seller, store all rejected goods for a maximum period of 20 days (subject to the clearance of gst formalities) from the date of such information to the seller within which the Seller shall, at his own cost and expense, arrange for its collection or disposal. If the rejected goods are not collected by the Seller within the aforesaid time, the Buyer shall be entitled to dispose off the same and remit the proceeds thereto the Seller after deduction of disposal cost or storing cost incurred by the Buyer in respect of the rejected goods. The costs of inspection of goods, which are rejected, shall be charged to the Seller. The Seller shall not replace the rejected goods without the express approval of the Buyer. Buyer shall be entitled to adjust expense incurred/paid for goods rejected.

(6.2) In the event that Seller desires to provide samples of the products, the Seller shall obtain Buyers approval in writing in respect of the samples of the products including the process, methods and tooling employed in the production of the products. Buyer shall then have the obligation to ensure that all bulk supplies confirm with the approved samples in all respects.

(6.3) if upon inspection, the Buyer finds that part of the goods received from the Seller are defective or non-confirming, Buyer shall have the right to cancel and terminate the unshipped 2 portions of the Order without incurring any liability to the Seller towards cancellation whatsoever. It is clearly understood between the Parties that any payment of the goods on this Order prior to its inspection shall not constitute acceptance thereof by the Buyer and shall be without prejudice to any claims that the Buyer may have against the Seller, it is also agreed between the Parties that the receipt of the goods by the Buyer for inspection and examination shall not amount to or be construed as acceptance of the same by the Buyer.

(6.4) The making or failure to make any inspection of or payment for the goods, shall not affect the rights of the Buyer to reject non-confirming or defective goods, recover damages exercise any other remedies to which the Buyer may be entitled notwithstanding the Buyers knowledge of the non-conformity or defect, its substantiality or the ease of its discovery.

(6.5) Buyer shall have the right, without any liability or obligation whatsoever, to cancel the Order or any part thereof if the Seller fails to comply with or fulfil any of the terms of the Order. Provided however that the Buyer reserves the right to carry out repairs of the defective goods, material and parts and

to claim and recover from the Seller all costs and expenses incurred in this regard including but not limited to labour costs, material costs and factory overheads.

7. Warranty

(7.1) The Seller represents and warrants to the Buyer and each of its successors, assigns, customers and users of the products that: -

- (a) The goods shall be of the quality and specifications set out in the best grades of their respective kinds if no quality is specified in the Order.
- (b) The goods shall conform to the specification, drawings, samples and other descriptions contained in the Order and all representations made by the Seller and or its representatives in this regard;
- (c) The goods shall be merchantable and be fit for the Buyers particular purpose;
- (d) The installation of the goods shall conform to and operate with the Buyers products without prejudicing the operations thereof;
- (e) At time when the goods are delivered to and accepted by the Buyer the same shall have been produced, produced sold and delivered in strict compliance with all applicable laws, municipal ordinances, regulations labour agreement and working conditions to which the goods are subject;
- (f) The goods supplied to the Buyer pursuant to the Order are free of any claims or liens or encumbrance of whatever nature in favour of any third party, which is not declared or known to the Buyer before or at the time when the Order was placed.

(7.2) The warranty obligations of the seller as per the P.O terms and conditions.

(7.3) The Seller shall have the obligation, at its own cost and expense, to repair, replace or supplement any defects, defective parts or shortage of the goods which arise due to defective materials or poor workmanship or design as may result upon inspection by the Buyer or its authorized representatives.

(7.4) In the event of restoration or replacement of the products, the Buyer shall extend the warranty period by a period of 6 months each time from the date the warranty works performed by the Seller is approved and accepted by the Buyer.

(7.5) Seller represents and warrants to Buyer to ensure availability of spare part for a period of 10 years from the date of supply.

8. Indemnification

Seller agrees to indemnify, defend and hold harmless each of

(i) the Buyer

(ii) Each of buyers affiliates, assigns and successors in interest, as the case may be; and

(iii) each of the respective directors, officers and employees of the Buyer from and against any and all losses which may be incurred or suffered by any such party and which may arise out of or result from) any negligence or wilful misconduct of the Seller, (b) any breach by the Seller of any of the provisions of the Order in respect of the manufacture and or supply and delivery of the products; (c) any defect in material or workmanship resulting in the failure of the goods to perform to its full capacity as specified in the Order, or

(d) Any breach by the Seller of any of the express or implied Warranties herein contained.

9. Contingencies

Performance of any obligations under the Order may be suspended by either party, without liability, to the extent that an act of God, war, riot, fire, explosion, accident, flood, sabotage, strike, lockout or injunction delays, prevents, restricts or limits the performance under the Order, or the consumption, sale or use of the goods or any products manufactured there from or therewith. The affected Party may invoke this provision by promptly notifying the other party of the nature and estimation duration of the suspension period. At the option of the Buyer, either the Order period shall be extended by the term of any such suspension and deliveries committed because of any such suspension shall be made during the extended period or the total Order quantity shall be reduced by the quantity not delivered during the suspension and in either even. The order shall otherwise remain unaffected. In the event that the Sellers performance is suspended for a period of more than 30 days during the term hereof, Buyer may, at its option cancel the Order upon written notice to the Seller. Provided however it is agreed between the Parties that any such contingency shall not entitle to the Seller to suspend the performance of or fail to supply the goods

- (a) For which the consideration, whether in part or in full, has already been paid by the Buyer, or
- (b) If the Seller is already in breach or default of any its obligation contained in the Order.

10. Assignment

No right or interest in the Order shall be assigned by the Seller without the prior written consent of the Buyer, and no delegation of any obligation of the Seller shall be made without the prior written consent of the Buyer. The Buyer shall however be free to assign or delegate this order in favour of any third party without obtaining approval from the Seller.

11. Arbitration

(11.1) All disputes, difference or disagreement arising out of, in connection with or in relation to this Order which cannot be amicably settled, shall be finally decided by arbitration to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996. Any arbitration pursuant hereunder shall be a domestic arbitration under the Applicable law.

(11.2) The venue of arbitration shall be Gurugram and the language of arbitration shall be English.

(11.3) The arbitration shall take place before a single arbitrator to be appointed by the Managing Director of the Buyer within thirty days of the invocation of the arbitration. The award shall be rendered in English Language and shall be final and binding between parties.

(11.4) Pending the selection of the arbitrator or pending the arbitrator's determination of the merits of any dispute, either Party may seek appropriate interim or provisional relief from any court of competent jurisdiction in Gurugram as necessary to protect the rights or property of such Party.

12. Governing laws

This Order shall be construed and the legal relations between the Parties here to shall be determined and governed according to the laws of India and the Courts of Gurugram shall have sole jurisdiction.

13. Code of Ethics

Seller agrees to conduct all its dealings with Buyer, its management, employees and other business associates, in a very ethical manner.

Seller agrees to comply with the requirements of Supplier Code of Conduct, including: (i) complying at all times with applicable law, including laws prohibiting collusion, conflicts of interests, corruption, and unfair competition; (ii) refraining (directly or indirectly) at all times from offering, promising, attempting to provide, or providing: any corrupt payment; or any Seller's employee or Government Official, any ownership or financial interest in Seller; (iii) promptly and accurately recording in its books and records all transactions and expenses related to its work for the seller.

Buyer, in its Code of Ethics strictly prohibits its employees from demanding/ accepting or payment of illegal gratification in the form of bribes or kickbacks either in cash or in kind in the course of all their dealings with outside parties. Buyer shall provide copy of. Code of Ethics. to Seller.

Seller shall refrain from giving or attempting to pay illegal gratification/ bribes/ kickbacks to any employee of Buyer. Any attempts to provide such personal gratification to any Buyer employee will be viewed in a very serious manner and where there is confirmation of such instances, it may lead to: Cessation of all business dealings with Buyer Blacklisting with seller and its associates for any future business. Reporting of matter to law enforcement agencies. Appropriate legal action, where necessary.

Seller will provide all possible assistance to investigate any possible instances of unethical behaviour or Code of Ethics violations by an employee of

Buyer or an employee of the Business Associate.

Seller will disclose forthwith any breach of Buyers Code of Ethics that comes to its knowledge.

Seller represents that it is not a denied party under any Indian. It shall notify the Buyer immediately if it breaches this representation. The Buyer has a right to suspend or terminate this Order in event of breach of this clause or if Seller becomes a denied party under abovementioned sanctions regime.

14 Validity of order

14.1 Upon happening of following events, Buyer shall be entitled to terminate this Order and be: (a) relieved of its obligation to make future payments to the Seller; and (b) entitled to recover damages arising from such breach, if:

(i) Seller fails to perform Services; or supply of material of goods

(ii) Seller fails to provide the services/supply of goods or fail to meet the time line agreed under this Order, or abandon services or plainly demonstrates an intention not to continue performance under this Order; or

(iii) Seller is in breach of its obligations under this Order, which breach has a material adverse effect on the Buyer and, if capable of remedy, is not remedied by Seller within 24 hours from the date of notice calling upon Seller to rectify the breach; or

(v) Seller is adjudged insolvent or bankrupt;

(vi) Any proceedings are instituted by or against the Seller seeking relief, reorganization or arrangement under any laws relating to insolvency, or upon any assignment for the benefits of creditors; and

(vii) A receiver, liquidator or trustee is appointed of Seller or its property or assets, or the liquidation, dissolution, or winding up of its business.

14.2 The Buyer may terminate this Order at any time with or without cause by written notice to the Seller. In such circumstance, the Buyer shall pay undisputed amount due to be paid for services satisfactorily performed till the date of termination.

14.3 The Buyer may also terminate the Agreement immediately in any of the following events: (i) Seller or any of its directors, officers, or employees becomes for any reason

persona non-grata in jurisdiction where services/material are performed or to any Government, Government Official; or (ii) Seller fails or refuses to cooperate with any audit or investigation by the Buyer. In such circumstance, the buyer shall be: (a)relieved of its obligation to make any future payments to Seller; and (b) entitled to recover damages arising from such breach.

14.4 Upon expiration/termination, Seller shall not make any use whatsoever of the information disclosed or communicated to them by the Buyer hereunder or acquired by Seller in connection with or generated by Seller or as a result of the implementation of this Order and shall return any document/ consignment/ paper/writings in its possession.

14.5 The terms provided in this Order which need to survive shall so survive after termination or expiration of this Order.

15. Audit:

Seller agrees to provide upon reasonable notice, or an authorized representative of Buyer, with sufficient access to its operating sites, personnel, and Books and Records (inspection and reproduction) for Buyer to assess and verify Seller's: (i) compliance with agreement; and (ii) accounting and business practices relating to the work performed for Buyer



Eco Care Engineering Pvt. Ltd.

Plot No. 2, Door No. 11, 8th Street, Jai Nagar, Arumbakkam, Chennai - 600 106

E-mail : lab@ecocareenggprivtltd.in Website : www.ecocareenggprivtltd.in

Ph : 044 2363 5886 CIN : U90002TN2007PTC065204



TEST REPORT

Issued To:

M/s.HILEX INDIA PVT. LTD,
Vengadu Village, Sriperumbudur Taluk,
Kanchipuram Dist, Tamil Nadu, India

Report No : ECE 2303898

Discipline : Chemical Group : Pollution & Environment

Sample Description : Sewage Water

Sample Identification : STP Inlet

Sample drawn by : Eco Care Engineering

Sample ID : 2308010.1

Customers Reference : O&M Sample

Sample Quantity : 1 L

Report date : 10.08.2023

Received on : 03.08.2023

Commenced on : 03.08.2023

Completed on : 09.08.2023

Sample Collected On:03.08.2023

Sampling Plan : ECE/SOP/Water/01

Sample Received Condition: Good

Sl. No	Test Parameters	Test Methods	Units	Results
1	pH@ 25°C	IS3025 Part 111983(RA:2017)	-	6.20
2	Total Dissolved Solids@ 180°C	IS3025Part 16 1984(RA:2017)	mg/L	1029
3	Total Suspended Solids@105°C	IS3025Part 17 1984(RA:2017)	mg/L	86
4	Chloride	IS3025 Part 32 1988(RA:2019)	mg/L	201
5	Sulphate	IS3025 Part 24 1986 (RA:2019)	mg/L	66
6	Chemical Oxygen Demand	IS3025Part 58 2006(RA:2017)	mg/L	312
7	BOD3 days @ 27°C	IS3025 Part 44 1993 (RA:2019)	mg/L	100
8	Oil & Greases	IS3025 Part 391991 (RA:2019)	mg/L	29

K. Madhavan
Verified by



End of Report

For Eco Care Engineering Pvt. Ltd.,

P. Vaithianathan
P.Vaithianathan - Quality Manager
Authorized signatory



Page 01 of 01

TERMS AND CONDITIONS:

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- Any complaints about the report should be intimated with in 7 days through mail
- *indication does not come under the scope of NABL accreditation
- **indicates subcontracted to NABL accredited Laboratory
- All the tested samples shall not be retained for more than 10 days from the date of issue of test report unless it is required by the applicable regulations



Eco Care Engineering Pvt. Ltd.

Plot No. 2, Door No. 11, 8th Street, Jai Nagar, Arumbakkam, Chennai - 600 106

E-mail : lab@ecocareenggprivtld.in Website : www.ecocareenggprivtld.in

Ph : 044 2363 5886 CIN : U90002TN2007PTC065204



TEST REPORT

Issued To:

M/s.HILEX INDIA PVT. LTD,
Vengadu Village, Sriperumbudur Taluk,
Kanchipuram Dist, Tamil Nadu, India

Report No : ECE 2303899

Discipline : Chemical Group : Pollution & Environment
Sample Description : Sewage Water
Sample Identification : STP Outlet
Sample drawn by : Eco Care Engineering
Sample ID : 2308010.2
Customers Reference : O&M Sample
Sample Quantity : 1 L

Report date : 10.08.2023
Received on : 03.08.2023
Commenced on : 03.08.2023
Completed on : 09.08.2023
Sample Collected On:03.08.2023
Sampling Plan : ECE/SOP/Water/01
Sample Received Condition: Good

Sl. No	Test Parameters	Test Methods	Units	Results	TNPCB Tolerance Limits	
					Min	Max
1	pH@ 25°C	IS3025 Part 111983(RA:2017)	-	6.85	5.5	9.0
2	Total Dissolved Solids@ 180°C	IS3025Part 16 1984(RA:2017)	mg/L	805	-	-
3	Total Suspended Solids@105°C	IS3025Part 17 1984(RA:2017)	mg/L	22	-	30
4	Chloride	IS3025 Part 32 1988(RA:2019)	mg/L	191	-	1000
5	Sulphate	IS3025 Part 24 1986 (RA:2019)	mg/L	64	-	1000
6	Chemical Oxygen Demand	IS3025Part 58 2006(RA:2017)	mg/L	86	-	250
7	BOD@ 27°C for 3 days	IS3025 Part 44 1993 (RA:2019)	mg/L	15	-	20
8	Oil & Grease	IS3025 Part 391991 (RA:2019)	mg/L	BDL (DL:1.0)	-	10

BDL-Below Detection limit, DL-Detection limit,

Remarks: Max limits indicates general standards of discharge of Treated Sewage water as per TNPCB. The above STP Treated Water sample is complies the TNPCB discharge limit against the above tested parameters for which the limit has been Provided in the specification.

K. Madhavan
Verified by



End of Report

for Eco Care Engineering Pvt. Ltd.

P. Vaithianathan
P.Vaithianathan - Quality Manager
Authorized signatory

Page 01 of 01

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E-mail : lab@ecocareenggprivtltd.in Website : www.ecocareenggprivtltd.in

Ph : 044 2363 5886 CIN : U90002TN2007PTC065204



TEST REPORT

Issued To:

M/s.HILEX INDIA PVT. LTD,
Vengadu Village, Sriperumbudur Taluk,
Kanchipuram Dist, Tamil Nadu, India

Report No : ECE 2304447

Discipline : Chemical Group : Pollution & Environment

Sample Description : Sewage Water

Sample Identification : STP Inlet

Sample drawn by : Eco Care Engineering

Sample ID : 2309008.1

Customers Reference : O&M Sample

Sample Quantity : 1 L

Report date : 12.09.2023

Received on : 04.09.2023

Commenced on : 04.09.2023

Completed on : 11.09.2023

Sample Collected On:04.09.2023

Sampling Plan : ECE/SOP/Water/01

Sample Received Condition: Good

Sl. No	Test Parameters	Test Methods	Units	Results
1	pH@ 25°C	IS3025 Part 111983(RA:2017)	-	6.26
2	Total Dissolved Solids@ 180°C	IS3025Part 16 1984(RA:2017)	mg/L	928
3	Total Suspended Solids@105°C	IS3025Part 17 1984(RA:2017)	mg/L	86
4	Chloride	IS3025 Part 32 1988(RA:2019)	mg/L	241
5	Sulphate	IS3025 Part 24 1986 (RA:2019)	mg/L	80
6	Chemical Oxygen Demand	IS3025Part 58 2006(RA:2017)	mg/L	288
7	BOD3 days @ 27°C	IS3025 Part 44 1993 (RA:2019)	mg/L	90
8	Oil & Greases	IS3025 Part 391991 (RA:2019)	mg/L	29

P. Vaithianathan
Verified by -



End of Report

For Eco Care Engineering Pvt. Ltd.,

P. Vaithianathan
P.Vaithianathan- Quality Manager
Authorized signatory



Page 01 of 01

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Ph : 044 2363 5886 CIN : U90002TN2007PTC065204



18

TEST REPORT

Issued To:

M/s.HILEX INDIA PVT. LTD,
Vengadu Village, Sriperumbudur Taluk,
Kanchipuram Dist, Tamil Nadu, India

Report No : ECE 2304448

Discipline : Chemical Group : Pollution & Environment
Sample Description : Sewage Water
Sample Identification : STP Outlet
Sample drawn by : Eco Care Engineering
Sample ID : 2309008.2
Customers Reference : O&M Sample
Sample Quantity : 1 L

Report date : 12.09.2023
Received on : 04.09.2023
Commenced on : 04.09.2023
Completed on : 11.09.2023
Sample Collected On:04.09.2023
Sampling Plan : ECE/SOP/Water/01
Sample Received Condition: Good

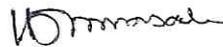
Sl. No	Test Parameters	Test Methods	Units	Results	TNPCCB Tolerance Limits	
					Min	Max
1	pH@ 25°C	IS3025 Part 111983(RA:2017)	-	6.87	5.5	9.0
2	Total Dissolved Solids@ 180°C	IS3025Part 16 1984(RA:2017)	mg/L	881	-	-
3	Total Suspended Solids@105°C	IS3025Part 17 1984(RA:2017)	mg/L	21	-	30
4	Chloride	IS3025 Part 32 1988(RA:2019)	mg/L	251	-	1000
5	Sulphate	IS3025 Part 24 1986 (RA:2019)	mg/L	83	-	1000
6	Chemical Oxygen Demand	IS3025Part 58 2006(RA:2017)	mg/L	84	-	250
7	BOD@ 27°C for 3 days	IS3025 Part 44 1993 (RA:2019)	mg/L	15	-	20
8	Oil & Grease	IS3025 Part 391991 (RA:2019)	mg/L	BDL (DL:1.0)	-	10

BDL-Below Detection limit, DL-Detection limit,

Remarks: Max limits indicates general standards of discharge of Treated Sewage water as per TNPCCB. The above STP Treated Water sample is complies the TNPCCB discharge limit against the above tested parameters for which the limit has been Provided in the specification.

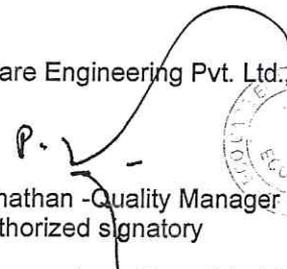

Verified by





End of Report

For Eco Care Engineering Pvt. Ltd.,


P.Vaithianathan -Quality Manager
Authorized signatory



Page 01 of 01

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Miyawaki forest maintained by Hi-Lex with STP treated

water



Midsized banana tree –Using STP treated water



Garden & Trees –Using STP treated water



Front side garden –Using treated STP water



Flower garden –Using STP treated water



Big size Banana tree –Using STP treated water



Small size banana trees –Using STP treated water



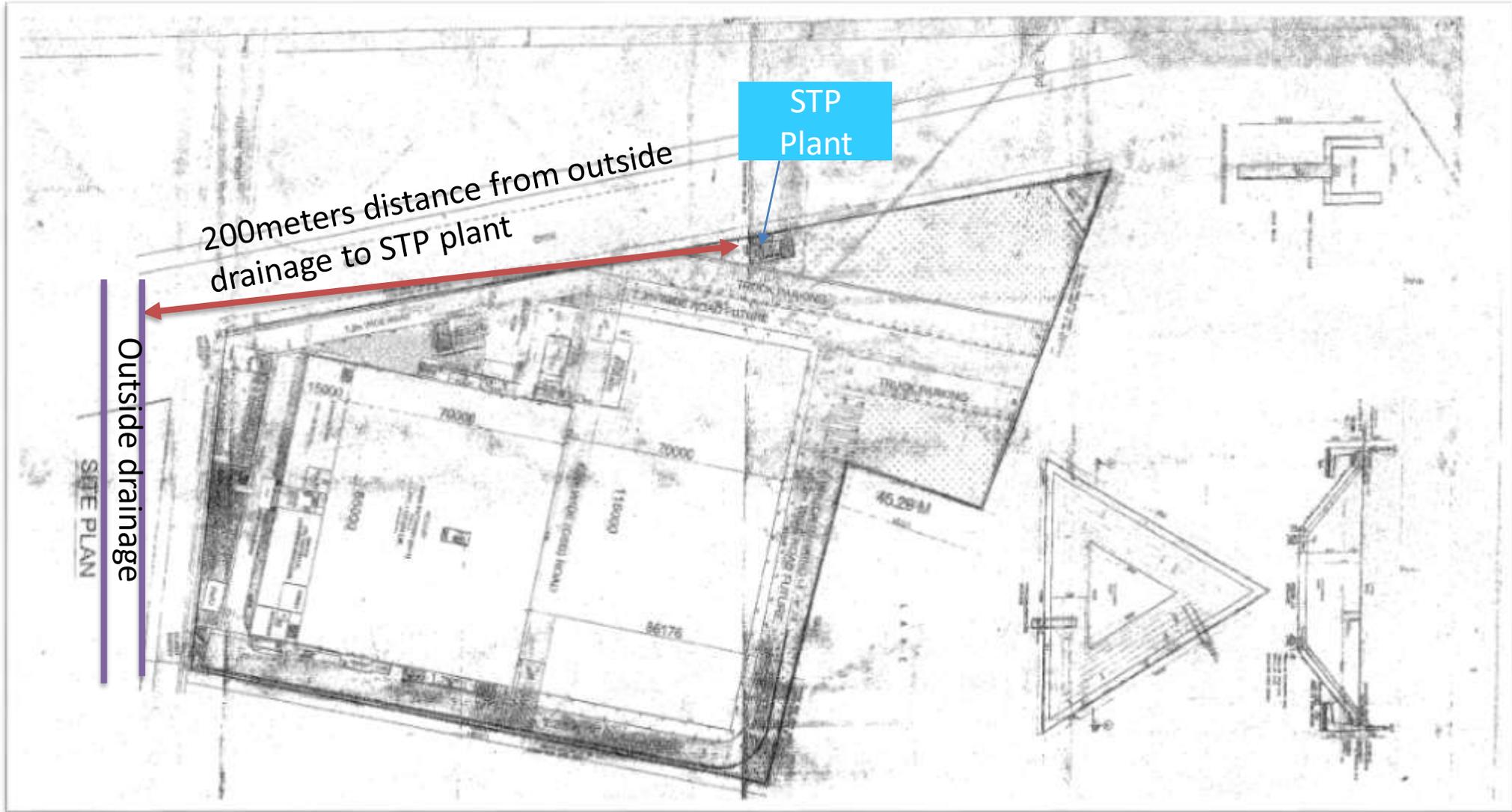
Vegetable cultivation using STP treated water



Garden & Trees –Using STP treated water



SITE PLAN



**BEFORE THE HON'BLE NATIONAL
GREEN TRIBUNAL SOUTHERN ZONE
AT CHENNAI**

O.A. No. 70 OF 2023 (SZ)

**TYPED SET OF PAPERS
FILED BY 6th RESPONDENT**

M/s.V.Anandhamurthy(1988/03)

**Counsel for 6th Respondent
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