ADDITIONAL REPORT OF JOINT COMMITTEE IN THE MATTER OF ORIGINAL APPLICATION NO. 58/2022 (WZ)

(Aryavart Foundation Vs M/s. RIA CETP Co-Op. Society Ltd. & Ors.)

IN COMPLIANCE WITH ORDER OF HON'BLE NGT, WESTERN ZONE BENCH, PUNE, DATED 31.03.2023 REGARDING NON-COMPLIANCE OF M/S. RIA CETP CO. OP. SOCIETY LTD., MIDC ROHA DIST. RAIGAD MAHARASHTRA

FOR SUBMISSION TO

HON'BLE NATIONAL GREEN TRIBUNAL,

WESTERN ZONE BENCH, PUNE

July 2023

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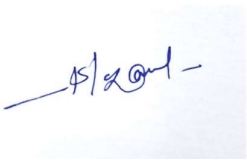
REGARDING NON-COMPLIANCE OF M/S. RIA CETP CO. OP. SOCIETY LTD., MIDC ROHA DIST. RAIGAD MAHARASHTRA

Name	Department/ Organization	Signature
Shri. E. Thirunavukkarasu Scientist 'E'	Ministry of Environment, Forests & Climate Change (MoEF&CC), Integrated Regional Office, Nagpur	
Shri. Pratik Bharne Scientist 'E'	Central Pollution Control Board, Regional Directorate, Pune	
Shri. Jaywant Hajare Regional Officer	Maharashtra Pollution Control Board, Raigad	

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ADDITIONAL REPORT OF JOINT COMMITTEE IN COMPLIANCE WITH ORDER OF HON'BLE NGT DATED 31.03.2023 IN THE MATTER-ORIGINAL APPLICATION NO.58/2022 (WZ) (ARYAVART FOUNDATION V/S M/S RIA CETP CO-OP SOCIETY LTD & ORS.)

01. BACKGROUND:

Hon'ble NGT vide order dated 31.03.2023 in the matter OA 58 of 2022 (WZ) (Aryavart Foundation Vs M/s RIA CETP Co-Op Society Ltd. & Ors.) directed to submit additional report on clarifications regarding who should be held responsible for paying environmental compensation for the period for which the CETP was not functioning according to consented parameters and violation period. The copy of the aforesaid order is provided as **Annexure-I.**

The relevant para 10 of the said order is reproduced as below-
"10. After having heard the arguments of the learned Counsel for the parties, who are present today, we are of the view that lot of ambiguities are there in this case, ***which need to be clarified before we arrive at a final conclusion as to who should be held responsible for paying environmental compensation for the period for which the CETP was not functioning according to consented parameters and in this regard, we find that the Joint Committee Report is also very vague because it is not indicated in it as to from which date, the violation has started happening and till when.*** *Therefore, we deem it appropriate to order that the Joint Committee shall submit an additional report in this regard before us before the next date or within a period one month positively, whichever is earlier."*

2.0 APPROACH:

The committee convened meeting and requested MPCB for the compilation of data required for the Additional Report on following points -

- Analysis reports of the monitoring carried out by MPCB at Inlet and Outlet of CETP to verify the violations of CETP.
- Operator of the CETP.

MPCB is carrying out weekly sampling at the inlet and outlet of CETP since 2009. However, on few instances sampling could not be carried out weekly. The period considered for the verification of the violations is **five years** (2017-18 (from April 2017) to 2021-22 (up to March 22) considering the registration of this Original Application (i.e. 30.05.2022) referring Rule-15 (3) The NGT Act, 2010 under relief, compensation & restitution and current financial year 2022-2023 (one **year**). Thus, total six years are considered. Accordingly, the results for the parameters viz pH, BOD, COD & TSS are compiled and given at **Annexure-II.** The yearly average, minimum & maximum values are given in **Table-01** as below-

TABLE-01 ANALYSIS RESULTS- INLET & OUTLET OF CETP-ROHA

(Yearly Average, Minimum & Maximum values)

Year(S)		Inlet to CETP					Outlet of CETP				
	Design parameter/ Standards	pH	BOD*	COD*	SS	TDS	pH	BOD	COD	SS	TDS
		5.5-9.0	1000	2500	500	NS	5.5-9.0	100	250	100	NS
01.04.2017 TO 31.03.2018	Av	7.48	910	2625	257	2877	7.58	260	732	142	2079
	Min	6.4	210	640	88	13056	7.3	**55**	212	48	5882
	Max	8.9	2200	6000	792	25494	7.9	**1100**	**2912**	**380**	19011
01.04.2018 TO 31.03.2019	Av.	7.53	931	2930	495	5153	7.5	253	797	109	1569
	Min	6.6	320	1104	118	7107	7	**78**	228	26	2390
	Max	8.5	2800	7240	7240	21014	8	**1050**	**2912**	**262**	5315
01.04.2019 TO 31.03.2020	Av	7.45	423	1350	219	10164	7.47	132	428	115	5146
	Min	5.9	85	280	2	3130	6.9	**34**	116	48	1727
	Max	8.6	1250	3344	816	26472	8	**1000**	**3312**	**484**	21318
01.04.2020 TO 31.03.2021	Av	7.6	794	2607	323	16088	7.58	227	711	111	7831
	Min	6.1	190	592	4.2	5075	**5.3**	**46**	160	3	2287
	Max	8.4	3100	9680	980	39212	8	**825**	**2640**	**294**	27344
01.04.2021 TO 31.03.2022	Av	7.53	790	2390	335	3753	7.7	197	580	159	5259
	Min	6.1	72	272	56	9186	7.1	25	88	28	329
	Max	8.5	1700	4880	1408	23309	8.9	**950**	**2096**	**816**	16336
01.04.2022 TO 31.03.2023	Av	7.02	1007	2965	317	-	7.46	154	470	126	1774
	Min	2.1	450	1456	68	-	5.6	**34**	108	16	1128
	Max	8.4	2900	10720	1278	-	8.4	**750**	**2432**	**996**	17351

(Note- All the values are expressed in mg/l except pH, Av-Average, Min-Minimum, Max-Maximum,
*Design parameters/Design Inlet Standards, NS- Not Specified)

3.0 OBSERVATIONS & FINDINGS:

3.1 PERIOD OF VIOLATION:

It is observed from the analysis results (**Annexure-II, Also Table-01** as given above) that CETP was not complying with discharge standards for the duration taken in to consideration (based on **para 2.0** above) i.e. April 2017 to March 2023 (274 sampling) (total six years). However, at few instances (27 out of 274) of sampling in between, the CETP was found complied with outlet standards for the analyzed parameters including pH, SS, BOD & COD. Therefore, the period of violation is April 2017 to March 2023 (274 sampling) (total six years).

It is also to mention here that the CETP was not conforming to the discharge standards mostly since 2009, as informed by MPCB. MPCB has taken various actions including directions are already enumerated in earlier Joint Committee Report. It is informed by MPCB that the work of up-gradation of CETP is still not completed as per visit of the MPCB official on 02.05.2023. The copy of the MPCB visit report is given at **Annexure-III.**

CETP violated the discharge standards due to-

- Inadequate treatment and improper operation of treatment units/process installed in CETP.
- Discharge of effluent not conforming to the discharge standards by member industries i.e. defaulting industries.

3.2 RESPONSIBILITY FOR PAYING ENVIRONMENTAL COMPENSATION FOR THE PERIOD FOR WHICH THE CETP WAS NOT FUNCTIONING ACCORDING TO CONSENTED PARAMETERS

3.2.1 Responsibility of CETP operator on account of inadequate treatment and improper operation of treatment units/process installed in CETP that led for the violation of the discharge standards -

CETP was operated by the M/s. RIA Co. Op. Society Ltd since its establishment in the year 2005. In view of continuous non-compliance of outlet norms, MPCB initiated actions against the non-complying CETPs, including RIA CETP in 2017 (06.03.2017, **Annexure-IV**) with directions to Chief Executive Officer (CEO), MIDC, under Section-33 A of Water (Prevention and Control of Pollution) Act, 1974., to comply with the following directions-
“

i) MIDC shall take over the non-conforming CETPs namely, TEPS-CETP, D-CETP Chemical, Additional Ambernath CETP, RIA CETP, PRIA CETP and Lote CETP located in MIDC areas, within a period of 3 months i.e., on or before 31.05.2017.

ii) ***MIDC shall operate & maintain these CETPs by its own or otherwise through an Expert Agency.***

iii) *In case, the MIDC appoint an Expert Agency for operation & maintenance of the above CETPs, then the Member industries/CETP Association shall not directly pay the cost of operation & maintenance to the Expert Agency. MIDC shall collect the said cost from the Member Industries of the aforesaid CETPs.*

iv) ***MIDC being the infrastructure/nodal agency, shall take up the job of operation & maintenance of above non-conforming CETPs within a period of 3 months from the date of receipt of these directions.***

v) *MIDC shall submit the time bound program to take over the non-conforming CETPs in MIDC area within a period of one month from the date of receipt of these directions.*"

Pursuant to the directions of MPCB, the CETP under the possession of M/s RIA CETP Co-Op. Society Ltd. was handed over to Deputy Engineer, MIDC, Sub-Division, Roha, and further MIDC handed over to operator/contractor- M/s R&B Infra Projects Pvt. Ltd. Hydroair Tectonics (PCD) Ltd. (JV) for up-gradation, and Operation & Maintenance (O & M) on 01.02.2020. The copy of the Handing over letter dtd 01.02.2020 is given at **Annexure-V**. The responsibilities of MIDC, RIA CETP Co-op Soc Ltd and Operator are mentioned in the aforesaid letter.

In the **Tri-Party Agreement (Annexure-VI)** between MIDC (facilitator), Operator or Contractor- M/s R&B Infra Projects Pvt. Ltd. Hydroair Tectonics (PCD) Ltd. (JV) and Member Industry, under –

Clause-10-. Indemnity: *MIDC's role in this agreement is that of a facilitator only. It is the responsibility of the Member Industry to discharge the effluent in its outlet as per consent granted by MPCB and as per CETP inlet parameters. The effluent received in CETP is to be treated according to the disposal standards of MPCB by the Contractor as per Consent issued by MPCB.* ***Thus, the responsibility of treatment and compliances at the source rests with the Member Industry and responsibility of treatment and compliances at CETP rests with the Contractor. The Contractor and the Member Industry shall indemnify and hold harmless MIDC from any dispute resulting out of treatment standards and compliances.*** *MIDC shall promptly notify the, Contractor / the Member Industry of any such claims upon receiving notice or being informed of the existence thereof. Upon such notice from the MIDC, the Contractor and the Member Industry shall promptly take such action as may be necessary to protect and defend MIDC against such claims, and herewith undertakes and indemnifies MIDC against any losses, costs or expenses incurred in connection therewith. MIDC reserves its right to recover such losses, costs or expenses incurred in connection therewith from the Member industry and /or the Contractor.*

Therefore, considering the change in operator of the CETP, handover letter dtd 01.02.2020, Tri-Party Agreement and based on the consideration of the violation period i.e. April 2017 to March 2023, the responsible operator of the CETP for paying Environmental

Compensation for which the CETP was not functioning according to consented parameters are given in following **Table-02** -

TABLE-02 CETP OPERATOR AND PERIOD OF VIOLATION

Name of Operator(s)	Period of Violation
RIA CETP Co-Op. Society Ltd.	01.04.2017 to 31.01.2020
M/s R&B Infra Projects Pvt. Ltd. Hydroair Tectonics (PCD) Ltd. (JV) where MIDC (Facilitator)	01.02.2020 to 31.03.2023

3.2.2 Responsibility of Member Industries due to discharge of effluent to CETP without conforming standards for the violation of the discharge standards by CETP-

The member industries sometimes discharge effluent without meeting with their respective outlet standards due to inadequate and improper operation of their ETP which can be observed from the concentrations of BOD & COD at Inlet of CETP (**Annexure-II** and **Table-01** above). The maximum concentration of pH, BOD, COD and SS are reported in the **Table-03.**

It is observed that the Inlet Design Standards are grossly violated and the maximum concentration of COD at the inlet is in the range of **3344 mg/l to 10720 mg/l** which are grossly exceeding the Inlet Design Standard i.e. **2500 mg/l.**

TABLE-03, MAXIMUM CONCENTRATION OF PARAMETERS AT THE INLET OF CETP

Year(S)		Inlet to CETP			
	Design parameter/ Standards	pH	BOD*	COD*	SS
		5.5-9.0	1000	2500	500
01.04.2017 TO 31.03.2018	Max	8.9	2200	6000	792
01.04.2018 TO 31.03.2019	Max	8.5	2800	7240	7240
01.04.2019 TO 31.03.2020	Max	8.6	1250	3344	816
01.04.2020 TO 31.03.2021	Max	8.4	3100	9680	980
01.04.2021 TO 31.03.2022	Max	8.5	1700	4880	1408
01.04.2022 TO 31.03.2023	Max	8.4	2900	10720	1278

As per Tri-Party Agreement, Member Industry is to discharge treated effluent to CETP (through MIDC network as per consented discharge standards. The responsibilities of MIDC, RIA CETP Co-op Soc Ltd and Operator are also mentioned in the Handover letter dtd 01.02.2020 (Annexure-**IV)** and some relevant conditions are reproduced here ……

"9. Incase COD of influent crosses 3000 ppm, Contractor will report to RIA CETP and MIDC to take further action. Any consequence for that purpose from MPCB/CPCB/NGT will be RIA CETP's responsibility.

……

…….

12. RIA CETP will collect samples of effluent being discharged from member industries as vigilant sampling. Quality of these samples will form a parameter for determining treatment charges, which will be decided by RIA CETP and MIDC.

…….

…….

16. It will be sole responsibility of RIA CETP to meet the designed parameters (consented by MPCB) of effluent at the inlet of CETP."

As per conditions mentioned above, monitoring of member industries and responsibility of the meeting of the inlet design norms is of M/s RIA CETP Co-Op. Society Ltd. during the violation period considered i.e. 01.04.2017 to 31.03.2023. RIA CETP Co-Op Society Ltd., is carrying out the surveillance/monitoring of the member industries.

M/s RIA CETP Co-Op. Society Ltd. was asked to provide the list of defaulting industries, who is responsible for monitoring of member industries and meet inlet design parameters, number of times through letters and directions by MPCB. However, M/s RIA CETP Co-Op Society Ltd has not provided the list. Instead, communicated vide letter dated 15.05.2023 (**Annexure-VIII**) to MPCB RO Raigad regarding clarification on applicability of Sampling and Analysis results under the applicable Water Act or any other legal provisions carried out in In-House lab, said Co-Op. Society Ltd., do not entrust with the power to identify the defaulting units and intimate to MPCB being formed under the Maharashtra Co-Operative Societies Act, 1960 and mentioned that member industries have connected their ETP outlet to SCADA & OCEMS servers to the online portals of MPCB & CPCB, hence, the data is available online also.

Regarding consideration of online data for violation, it is submitted that as per the mandate given by CPCB, for self-regulatory mechanism, only 17 categories of industries are required to install On-line Effluent Continuous Monitoring system (OCEMS) to monitor various physico-chemical parameters based on nature/category of industry. Further, as per the mandate given by CPCB, the industry falls in 17 category industries which are member of CETP are required only to install flow meter and web camera. Data reporting may have practical limitations related to duration to be considered, functioning of sensors, adequate

operations, maintenance of sensors and its calibrations etc. In view of the above online data is not considered by the committee.

3.3 Environmental Compensation for the Non-compliance of the CETP:

Considering the non-compliance of discharge standards and other directions of MPCB, the committee finds it appropriate to compute environmental compensation by using methodology/formula given in **"Report of the CPCB In-house Committee on Methodology for Assessing Environmental Compensation and Action Plan to Utilize the Fund"**. The same has also been referred by the Hon'ble NGT in its order (para 14 to 16) dated 28/8/2019 in the matter of Original Application No. 593/2017 titled Paryavaran Suraksha Samiti & Anr. Versus Union of India & Ors., and also used by various other Committees constituted by Hon'ble NGT in various other matters, such as-

- Original Application (OA) No. 38 of 2019 (WZ) (Aryavart Foundation Vs M/s Green Environment Services Co.op Society Ltd. (CETP) and Ors)-Hon'ble National Green Tribunal, Principal Bench, New Delhi
- Original Application No.510/2019 (WZ) (Aditya Singh Chauhan Vs State of Gujarat & Ors), Hon'ble NGT, PB, New Delhi,
- I.A. No. 94/2020 In Original Application No. 7/2020 (WZ) (Aryavart Foundation Vs M/s Naroda Enviro Projects Ltd. (CETP) & Ors.), Hon'ble NGT, PB, New Delhi

Environmental Compensation (EC) in Rupees - EC=PI x N x R x S x LF

Where,

EC	*Environmental Compensation in Rs. (INR)*
PI	*Pollution Index of industrial sector. It was suggested that the average pollution index of 80, 50 and 30 may be taken for calculating the Environmental Compensation for Red, Orange and Green categories of industries, respectively.*
N	*Number of days of violation that took place*
R	*R is a factor in Rupees, which may be a minimum of 100 and maximum of 500. It is suggested to consider R as 250, as the Environmental Compensation in cases of violation.*
S	*Factor for scale of operation S could be based on small/medium/large industry categorization, which may be 0.5 for micro or small, 1.0 for Medium and 1.5 for large units.*
LF	*Location factor could be based on population of the city/town and location of the industrial unit. For the industrial unit located within municipal boundary or up to 10 km distance from the municipal boundary of the city/town, following factors (LF) may be used:*

Sl.	*No. Population* (million)*	*Location Factor# (LF)*
1	*Less than 1*	*1.0*
2	*1 to <5*	*1.25*
3	*5 to <10*	*1.5*
4	*10 and above*	*2.0*

**Population of the city/town as per the latest Census of India*
#LF will be 1.0 in case unit is located >10km from municipal boundary
For critically polluted areas / Ecologically Sensitive areas,
the scope of LF may be examined further.

The factors, considered for calculating Environmental Compensation for CETP-Roha, are given in the following **Table 04.**

TABLE 04
FACTORS CONSIDERED FOR CALCULATING ENVIRONMENTAL COMPENSATION

	Factor	**Value**
PI	Pollution Index of the Industrial Sector	80 (Red Category as per Consent issued by the MPCB)
N	Number of days the violation has taken place	899- Operator- M/s RIA CETP Co-Op. Society Ltd 897 (01.04.2017-31.01.2020) 940 – Operator- MIDC through M/s R&B Infra Projects Pvt. Ltd. Hydroair Tectonics (PCD) Ltd. (JV) (01.02.2020- 31.03.2023)
R	Factor of EC in Rupees	Rs. 500* Committee consider- R-Rs. 500/- referring order dated 06.02.2020 of Hon'ble NGT, Principal Bench, New Delhi in Original Application (OA) No. 510 of 2019 in the matter of Aditya Singh Chauhan v/s State of Gujarat related to non-compliance of CETP at Narol operated by M/s Narol Textile Infrastructure and Enviro Management (NTIEM), Ahmedabad. The same is considering that the majority of industries are in 'Red' category, CETP itself is 'Red' category, and almost continuous non-compliance of consented parameters i.e. discharge standards for more than six years, and still incomplete up-gradation, therefore, instead of R-250 which may be normal factor, present situation require the factor to be higher. The copy of the aforesaid order dated 06.02.2020-Hon'ble NGT, Principal Bench, New Delhi in Original Application (OA) No. 510 of 2019 is provided as **Annexure-VII.**

S	Factor for scale of operation of industrial unit	1.5 (CETP- large scale operation as per consent issued by MPCB)
LF	Location Factor	1.0 (Population of Roha & nearby villages less than 1 million as per Census-2011)

Thus, Environmental Compensation (EC) calculated as:

Name of Operator(s)	Period of Violation	Env Compensation
RIA CETP Co-Op. Society Ltd.	01.04.2017 to 31.01.2020 (899 days)	EC (Rs)= PI x N x R x S x LF EC (Rs)= 80x899x500x1.5x1 EC (Rs)= 5,39,40,000
MIDC (facilitator) through M/s R&B Infra Projects Pvt. Ltd. Hydroair Tectonics (PCD) Ltd. (JV) (Operator or contractor)	01.02.2020 to 31.03.2023 (940 days)	EC (Rs)= PI x N x R x S x LF EC (Rs)= 80x940x500x1.5x1 EC (Rs)= 5,64,00,000
	Total (five + one year) = Six years	Total EC (Rs)= 11,03,40,000

Therefore,
Environmental Compensation Rs. 5,39,40,000 (Rs. Five crore thirty-nine lakh forty thousand) and Rs. 5,64,00,000 (Rs. Five crore sixty-four lakh) may be imposed on M/s RIA CETP Co-Op. Society Ltd., and MIDC through M/s R&B Infra Projects Pvt. Ltd. Hydroair Tectonics (PCD) Ltd. (JV) respectively for causing environmental damage to the environment, as detailed above.

4.0 CONCLUSION & RECOMMENDATIONS -

4.1 Hon'ble NGT vide order dated 31.03.2023 directed to submit additional report on clarifications regarding who should be held responsible for paying environmental compensation for the period for which the CETP was not functioning according to consented parameters and violation period.

4.2 The period considered for the verification of the violations is total six years (April, 2017 to March 2023) are considered i.e. five years (2017-18 (from April 2017) to 2021-22 (up to March 22) considering the registration of this Original Application referring Rule-15 (3) The NGT Act, 2010 under relief, compensation & restitution and current financial year 2022-2023 (one year).

4.3 Accordingly, the results for the parameters viz pH, BOD, COD & TSS are compiled (**Annexure-II**). During the above period, it is observed that CETP was found not complying with the discharge standards except for few instances (27 out of total 274 sampling). It is worth to mention here that prior the April 2017, also, CETP was not conforming with the discharge standards, as informed by MPCB.

4.5 CETP violated the discharge standards due to inadequate treatment and improper operation of treatment units/process installed in CETP and/or due to discharge of effluent not conforming to the discharge standards by member industries i.e. defaulting industries.

4.6 Responsibility for paying compensation for the period for which the CETP was not functioning according to consented parameters i.e. non-compliance of the CETP, the responsibility lies with the CETP Operator and Member Industries.

4.7 The CETP was earlier operated by M/s. RIA CETP Co. Op. Society Ltd. up to 31.01.2020. The CETP was handed over to MIDC on 01.02.2022 and further to Operator/Contractor- M/s. R & B Infra Project Pvt. Ltd. Hydroair Tectonics (PCD) Ltd. (JV) by MIDC for upgradation and O & M, as per direction issued by MPCB (**Annexure-IV**) under Section-33 A of Water (Prevention and Control of Pollution) Act, 1974. in view of continuous non-compliance of outlet norms. The responsibilities of MIDC, RIYA-CETP Co-op Soc Ltd and Operator are mentioned in the Handover letter dtd 01.02.2020. There is also a Tri-Party Agreement (**Annexure-VI**) between MIDC (facilitator), Operator or Contractor- M/s R&B Infra Projects Pvt. Ltd. Hydroair Tectonics (PCD) Ltd. (JV) and Member Industry.

Therefore, considering the change in operator of the CETP [RIA CETP Co-op Soc Ltd to MIDC (Facilitator) (Operator-M/s R & B Infra Projects Pvt Ltd & Hydroair Tectonics (PCD) Ltd (JV)], MIDC handover letter dtd 01.02.2020, Tri-Party Agreement and based on the consideration of the violation period i.e. April 2017 to March 2023, the responsible operator of the CETP for paying Environmental Compensation for which the CETP was not functioning according to consented parameters are given as below-

TABLE-02 CETP OPERATOR AND PERIOD OF VIOLATION

Name of Operator(s)	**Period of Violation**
RIA CETP Co-Op. Society Ltd.	**01.04.2017 to 31.01.2020**
M/s R&B Infra Projects Pvt. Ltd. Hydroair Tectonics (PCD) Ltd. (JV) where MIDC (Facilitator)	**01.02.2020 to 31.03.2023**

4.8 Whereas as per Handover letter and Tri-Party Agreement, monitoring of member industries and responsibility of the meeting of the inlet design norms is of M/s RIA CETP Co-Op. Society Ltd. during the violation period considered i.e. 01.04.2017 to 31.03.2023. RIA CETP Co-Op Society Ltd., carry out the surveillance/monitoring of the member industries. Member Industry is to discharge treated effluent to CETP (through MIDC network as per consented discharge standards (**para 3.2.2**, as above).

4.9 Though the operators of the CETP are overall responsible for the violation and thus for paying compensation, the operators may identify defaulting industries those were responsible for the non-compliances of Inlet and Outlet of CETP, and consider to collect part of compensation from them in consultation with MPCB.

4.10 Committee computed Environmental Compensation towards non-compliances of consented parameters by CETP based on the CPCB methodology which is referred in the Hon'ble NGT in its order dated 28/8/2019 in the matter of Original Application No. 593/2017 (Paryavaran Suraksha Samiti & Anr. Vs UoI & Ors., and used by various committees in the Hon'ble NGT matters (**para 3.3** above).

A total Environmental Compensation of Rs. 11,03,40,000 (Rs. Eleven crore three lakh and forty thousand), out of which Rs. 5,39,40,000 (Rs. Five crore thirty-nine lakh forty thousand) may be imposed on M/s RIA CETP Co-Op. Society Ltd., and Rs. 5,64,00,000 (Rs. Five crore sixty-four lakh) may be imposed on Operator/Contractor- M/s R&B Infra Projects Pvt. Ltd. Hydroair Tectonics (PCD) Ltd. (JV) considering Handover letter dtd 01.02.2020 and Tri-Party Agreement, for causing environmental damage to the environment.

5.2 MPCB needs to direct MIDC/Operator- M/s R&B Infra Projects Pvt. Ltd. Hydroair Tectonics (PCD) Ltd. (JV) for urgently completing the up-gradation of CETP and ensure compliance of the CETP w.r.t to the discharge standards.

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Annexure-I

Item No. 8 (Pune Bench)

BEFORE THE NATIONAL GREEN TRIBUNAL
WESTERN ZONE BENCH, PUNE

(By Video Conferencing)

Original Application No. 58/2022 (WZ)
I.A. No. 73/2022

Aryavart Foundation

.....Applicant

Versus

M/s Ria CEPT Co-Op Society Ltd. & Ors.

....Respondent(s)

Date of hearing: 31.03.2023

CORAM: HON'BLE MR. JUSTICE DINESH KUMAR SINGH, JUDICIAL MEMBER
HON'BLE DR. VIJAY KULKARNI, EXPERT MEMBER

Applicant	:	Shri Raj Panjwani, Sr. Advocate along-with Dr. Surendra Singh Hooda, Advocate
Respondent(s)	:	Mr. Saurabh Kulkarni, Advocate for R-1/PP Mr. Vilas A. Jadhav, Advocate for R-2/MPCB Mr. V. V. Killedar, R.O. MPCB for R-2 Mr. Aniruddha Kulkarni, Advocate for R-3/CPCB Ms. Shyamali along-with Ms. Harshita Bhanushali, Advocates for R-4/MIDC

ORDER

1. From the side of Applicant, learned Senior Counsel Shri Raj Panjwani along-with learned Counsel Dr. Surendra Singh Hooda have appeared.

2. From the side of Respondent No. 2/MPCB, learned Counsel Mr. Vilas Jadhav has appeared. He has pointed out that Respondent No. 4/MIDC was directed by the Answering Respondent to take over the CETP at Roha Industrial Area and the letter regarding handing over of the said CETP is annexed at page no. 700 of the paper book, where-in it is mentioned that "as per the directions of MPCB, the CETP at Roha Industrial Area, which is in possession of M/s. RIA CETP Co. Op. Society

Ltd. is handed over to Deputy Engineer, MIDC, Sub-Division, Roha and further the same is handed over to M/s. R & B Infra Projects Pvt. Ltd. Hydroair Tectonics (PCD) Ltd. (JV) for upgradation and O&M (Operation & Management). The inventory of structures/installations in the CETP premises is as per annexure-I enclosed."

3. Thereafter learned Counsel for Respondent No. 2/MPCB has drawn our attention to page no. 501 of the paper book, which is a direction issued by the Answering Respondent to the Chief Executive Officer, MIDC under Section 33A of the Water (Prevention and Control of Pollution) Act, 1974, where-in at Serial No. 4, the matter of RIA CETP has been dealt with, where-in it has been recorded that "the concentrated pollution load is received at Inlet of CETP. The Board has issued various directions, imposed bank guarantees, increased vigilance among individual industries and CETP. The Board has closed down industries which are grossly violating disposal standards to the inlet of CETP. The CETP has proposed the upgradation and expansion of existing CETP. Accordingly, Board has granted Consent to Establish for upgradation and expansion of CETP on 26.03.2015" and at page no. 505 of the paper book, following is recorded:-

> *" 1) You shall take over the non-conforming CETPs namely, TEPS-CETP, D-CETP Chemical, Additional Ambernath CETP, RIA CETP, PRIA CETP and Lofe CETP located in MIDC areas, within a period of 3 months i.e. on or before 31/05/2017.*
>
> *2) You shall operate & maintain these CETPs by your own or otherwise through an Expert Agency.*
>
> *3) In case the MIDC appoint an Expert Agency for operation & maintenance of the above CETPs, then, the Member Industries/CETP Association shall not directly pay the cost of operation & maintenance to the Expert Agency. MIDC shall collect the said cost from the Member Industries of the aforesaid CETPSs.*
>
> *4) MIDC being the infrastructure/nodal agency, shall take up the job of operation & maintenance of above non-conforming CETPs within a period of 3 months from the date of receipt of these directions.*

5) *You shall submit the time bound program to take over the non-conforming CETPs in MIDC area within a period of one month from the date of receipt of these directions.*

In case of failure, the Maharashtra Pollution Control Board will initiate appropriate legal action against the MIDC, which please note."

4. As per the above, the learned Counsel for the Respondent No. 2 has also drawn our attention to page no. 343 of the paper book, which contains the EC granted to M/s. RIA-CETP Co. Operative Society Ltd. while at page no. 716 of the paper book, the Regional Officer of the MPCB, Raigad had issued direction dated 08.08.2022 under Section 33(A) of the Water (Prevention and Control of Pollution) Act, 1974 to M/s. Roha Industrial Association, MIDC Dhatav, Taluka: Roha, District: Raigad. We enquired from the learned Counsel for the Respondent No. 2/MPCB as to why the said direction was issued to M/s. Roha Industrial Association instead of the RIA-CETP Co. Op. Housing Society Ltd., no appropriate reply could be given by him. Therefore, we direct the learned Counsel to file an additional affidavit clarifying this position.

5. Our attention is also drawn by the learned Counsel for the Respondent No. 2/MPCB to page no. 703 of the paper book, which contains the Renewal of Consent to Operate granted to M/s. RIA CETP Co. Op. Society Ltd. dated 30.07.2022, which is valid from 31.12.2021 till 31.12.2026.

6. From the side of Respondent No. 4/MIDC, learned Counsel Ms. Shyamali has appeared, who has drawn our attention to page no. 427 of the paper book, where-in in para no. 24, it is submitted that in view of the directions of the MPCB, MIDC has appointed M/s. CH2M Hill (India) Pvt. Ltd., (now Jacobs) ("expert agency") as a Project Management Consultant (PMC) to carry out assessment of the condition of RIA CETP

as well as for developing water resiliency through recycling of water in the MIDC areas and associated infrastructures.

7. It is further submitted in this affidavit that the rehabilitation and upgradation work of Roha CETP is going on, which is planned to be completed and commissioned by 31st January 2023, which date has now been shifted to 30.04.2023 (as apprised orally by the learned Counsel). It has been orally submitted by the learned Counsel that after the completion of this work, they are ready to handover to the Respondent No. 1-M/s. RIA CETP after 60 months from the date of commissioning but this fact may be brought on record by the learned Counsel for the Respondent No. 4 by filing an additional affidavit, if so desired.

8. From the side of Respondent No. 1/Project Proponent, it has been brought to our notice that one M/s. Sudarshan Chemicals is generating 14.40 MLD effluent, which is also going to the collection tank of the CETP outlet point. Therefore, the same is a necessary party in this case. We are convinced with this argument and are of view that M/s. Sudarshan Chemicals should be impleaded as one of the Respondents i.e. as Respondent No. 5 and amended memo of parties shall also be placed on record forthwith. After the amendment, we direct the Registry to issue notice to the said newly impleaded Respondent, returnable within 04(four) weeks.

9. From the side of Applicant, learned Senior Counsel has drawn our attention to page nos. 94-95 of the paper book, which is a visit report dated 20.01.2021 conducted by the Respondent No. 2/MPCB, where-in at serial no. 11, it is recorded that “after repetitive instructions to CETP in-charge to inform the list of defaulting industries, whereas CETP Authority failed to comply the same”. In this very report, at serial no. 6, it is

recorded that “mechanical bridge and secondary clarifier were not in operation”, at serial no. 7, it is recorded that “sand filter and carbon filter were found not in operation” and at serial no. 8, it is recorded that “filter press was found not in operation, sludge handling was found poor in condition”. Having drawn our attention to this, it is vehemently argued by the learned Senior Counsel that no such information till date has been collected as to who were the defaulting industries.

10. After having heard the arguments of the learned Counsel for the parties, who are present today, we are of the view that lot of ambiguities are there in this case, which need to be clarified before we arrive at a final conclusion as to who should be held responsible for paying environmental compensation for the period for which the CETP was not functioning according to consented parameters and in this regard, we find that the Joint Committee Report is also very vague because it is not indicated in it as to from which date, the violation has started happening and till when. Therefore, we deem it appropriate to order that the Joint Committee shall submit an additional report in this regard before us before the next date or within a period one month positively, whichever is earlier.

Put up this matter for hearing on 26.05.2023

Dinesh Kumar Singh, JM

Dr. Vijay Kulkarni, EM

March 31, 2023
Original Application No. 58/2022 (WZ)
I.A. No. 73/2022
P.Kr

Annexure-II

Annexure-II

ANALYSIS RESULTS OF MONITORING CARRIED OUT BY MPCB AT CETP –M/S RIA CETP CO. OP. SOCIETY LTD., MIDC DHAVAT, TALUKA- ROHA, DIST- RAIGAD.

PERIOD- 01.04.2017 TO 31.03.2018

Date Of Monitoring	Inlet (mg/l except pH)					Outlet (mg/l except pH)				
	pH	BOD	COD	SS	TDS	pH	BOD	COD	SS	TDS
Design Values* /Standards→	5.5-9.0	1000*	2500*	-	-	6.0-9.0	100	250	100	-
26-03-2018	8	925	2592	180	-	7.8	1050	2912	110	-
19-03-2018	8	950	2202	186	-	7.6	280	788	118	-
12-03-2018	7.7	1050	3232	172	-	7.3	320	824	82	-
05-03-2018	7.9	750	2128	168	-	7.5	675	1904	118	-
26-02-2018	7.9	550	1568	158	-	7.3	220	492	92	-
20-02-2018	8	800	2528	172	-	7.7	580	1872	160	-
12-02-2018	7.6	800	2336	162	-	7.3	650	1776	120	-
05-02-2018	7.6	450	1424	166	-	7.4	270	692	78	-
29-01-2018	8	550	1808	88	-	7.5	200	676	70	-
22-01-2018	7.6	1300	2912	180	-	7.4	1100	2336	110	-
15-01-2018	7.7	1200	3280	142	-	7.7	150	388	68	-
08-01-2018	7.5	1650	4640	112	-	7.3	115	256	48	-
01-01-2018	7.3	1600	4560	166	-	7.7	120	320	76	-
26-12-2017	8.3	1800	4840	380	-	7.8	650	1712	240	-
18-12-2017	7.5	1000	3216	158	-	7.5	140	352	68	-
11-12-2017	7.4	950	2680	132	-	7.7	170	460	76	-
04-12-2017	7.4	1950	3680	138	-	7.6	140	332	72	-
27-11-2017	7.8	900	2288	148	-	7.5	350	968	112	-
20-11-2017	6.8	2200	6000	144	-	7.6	250	460	68	-
13-11-2017	7.5	900	2528	194	-	7.5	130	288	52	-
30-10-2017	7.7	260	864	142	-	7.8	120	412	118	-
23-10-2017	7.6	975	3136	304	-	7.8	110	312	60	-
25-09-2017	6.8	320	1032	116	-	7.5	55	212	70	-
18-09-2017	6.7	950	2992	372	-	7.5	110	336	128	-

Date Of Monitoring	Inlet (mg/l except pH)					Outlet (mg/l except pH)				
	pH	BOD	COD	SS	TDS	pH	BOD	COD	SS	TDS
Design Values* /Standards→	**5.5-9.0**	**1000***	**2500***	**-**	**-**	**6.0-9.0**	**100**	**250**	**100**	**-**
11-09-2017	7.7	925	2816	442	-	7.6	110	384	294	-
04-09-2017	7.2	658	2048	200	-	7.6	120	372	140	-
28-08-2017	6.9	210	640	180	-	7.6	110	336	140	-
24-08-2017	6.4	390	1216	518	-	7.4	110	348	110	-
17-08-2017	6.9	850	2656	172	-	7.6	260	816	288	-
14-08-2017	7.2	950	3008	556	-	7.3	120	392	266	-
07-08-2017	7.8	775	2384	558	-	7.9	110	348	204	-
31-07-2017	7.5	500	1200	240	-	7.6	150	392	176	-
24-07-2017	6.4	390	1216	518	-	7.4	110	348	110	-
10-07-2017	7.6	1000	3040	792	-	7.6	250	984	152	-
03-07-2017	7.9	675	2064	170	-	7.7	240	744	122	-
27-06-2017	7.1	675	2080	252	-	7.4	320	960	336	-
19-06-2017	7	925	2920	274	25494	7.9	290	928	74	18200
12-06-2017	6.9	750	2304	172	16595	7.4	320	976	168	5882
05-06-2017	8.9	950	3040	368	15537	7.7	120	396	48	8588
29-05-2017	8.8	650	2000	262	21963	7.8	150	496	126	19011
22-05-2017	7.6	750	2600	300	14332	7.7	110	392	136	10050
24-04-2017	7.2	440	1312	622	16750	7.5	170	520	380	14129
17-04-2017	6.8	1800	5480	234	13056	7.8	180	576	214	13522
10-04-2017	7.3	1100	3360	346	-	7.4	200	544	326	-
03-04-2017	7.4	800	2256	116	-	7.8	180	600	266	-
Average	**7.48**	**909.84**	**2624.58**	**257.16**	**2877.37**	**7.58**	**259.67**	**731.82**	**142**	**2078.65**
Minimum	**6.4**	**210**	**640**	**88**	**13056**	**7.3**	**55**	**212**	**48**	**5882**
Maximum	**8.9**	**2200**	**6000**	**792**	**25494**	**7.9**	**1100**	**2912**	**380**	**19011**

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PERIOD-01.04.2018 TO 31.03.2019

Date Of Monitoring	Inlet (mg/l except pH)					Outlet (mg/l except pH)				
	pH	BOD	COD	SS	TDS	pH	BOD	COD	SS	TDS
Design Values* /Standards	5.5-9.0	1000*	2500*	-	-	6.0-9.0	100	250	100	-
25-03-2019	7.9	700	1912	408	8958	7.7	190	512	116	5315
18-03-2019	7.3	775	2352	396	9343	7.8	92	272	70	3280
11-03-2019	8.5	550	2448	344	13921	7.4	155	544	118	4927
05-03-2019	7.7	950	3440	228	10019	7.5	105	360	84	4292
18-02-2019	6.6	950	3472	386	16245	7.6	115	400	88	3437
11-02-2019	7	825	2816	708	18277	7.3	120	388	86	3259
04-02-2019	7.5	1100	3552	676	19125	7.6	150	464	110	3531
28-01-2019	7.7	1050	3680	432	7107	7.5	110	464	72	4525
21-01-2019	7.7	400	1376	118	-	7.6	80	344	76	3260
14-01-2019	7.7	650	2192	890	13142	7.2	210	768	84	4984
07-01-2019	7.7	725	2448	616	15550	8	160	536	70	4219
31-12-2018	7.5	1100	3720	918	18876	7.4	140	488	200	4032
17-12-2018	7.9	850	3000	428	21014	7.7	195	704	84	4474
10-12-2018	7.4	580	1952	322	14051	7.6	90	260	62	3455
03-12-2018	7.1	950	2672	412	13644	7.7	105	340	56	4579
26-11-2018	7.1	2200	6320	762	12312	7.5	110	344	60	2741
19-11-2018	7	1900	6600	280	14310	7.5	150	508	60	5031
12-11-2018	7.2	900	3024	650	10980	7.2	180	592	70	5175
29-10-2018	7.1	975	2640	306	15609	7.3	84	228	30	2390
22-10-2018	7.5	1150	4720	334	-	7.2	210	704	66	-
15-10-2018	7.3	1100	3800	720	-	7.1	110	388	200	-
08-10-2018	7.3	1150	2944	334	-	7.5	650	2160	262	-
01-10-2018	7.6	430	1216	324	-	7.2	190	528	120	-
24-09-2018	6.8	1600	3680	516	-	7.4	115	300	76	-
17-09-2018	7.6	1025	3400	700	-	7.7	105	376	56	-
10-09-2018	7	750	2080	350	-	7.3	150	512	78	-
03-09-2018	7.2	975	3280	350	-	7.1	110	308	58	-

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Date Of Monitoring	Inlet (mg/l except pH)					Outlet (mg/l except pH)				
	pH	BOD	COD	SS	TDS	pH	BOD	COD	SS	TDS
Design Values* /Standards	**5.5-9.0**	**1000***	**2500***	**-**	**-**	**6.0-9.0**	**100**	**250**	**100**	**-**
27-08-2018	8.5	390	1392	180	-	7.4	78	272	66	-
20-08-2018	7.4	320	1104	276	-	7.6	240	816	88	-
13-08-2018	6.7	390	1248	202	-	7	110	392	26	-
06-08-2018	7.4	875	2960	424	-	7.8	110	352	152	-
30-07-2018	7.8	1150	3600	290	-	7.4	410	1440	206	-
23-07-2018	7.6	1350	4400	200	-	7.7	410	1376	150	-
16-07-2018	7.5	390	1632	236	-	7.7	210	744	188	-
09-07-2018	7.1	675	2448	224	-	7.7	210	704	176	-
02-07-2018	8.1	800	2352	128	-	7.6	490	1552	176	-
25-06-2018	7.9	875	2480	162	-	7.6	650	1512	146	-
18-06-2018	7.9	750	2080	184	-	7.4	600	1568	240	-
11-06-2018	7.4	1400	4360	130	-	7.6	350	1192	100	-
04-06-2018	7.6	700	2336	146	-	7.6	180	404	80	-
28-05-2018	7.7	U.P.	2912	160	-	7.8	U.P.	1240	120	-
21-05-2018	7.7	1150	1150	148	-	7.4	190	608	86	-
14-05-2018	7.1	975	3184	162	-	7.7	325	808	120	-
07-05-2018	7.5	2800	7240	7240	-	7.9	1000	2832	174	-
02-05-2018	8.2	1275	3680	178	-	7.7	1050	2912	118	-
23-04-2018	7.7	650	1904	148	-	7.7	1050	2912	118	-
16-04-2018	8	650	1520	144	-	7.8	180	500	88	-
09-04-2018	8.2	1125	3296	220	-	7.5	130	448	110	-
02-04-2018	8.1	625	1568	182	-	7.7	250	680	98	-
Average	**7.53**	**931.12**	**2930.24**	**495.35**	**5152.71**	**7.53**	**253.14**	**797.06**	**108.94**	**1569.51**
Minimum	**6.6**	**320**	**1104**	**118**	**7107**	**7**	**78**	**228**	**26**	**2390**
Maximum	**8.5**	**2800**	**7240**	**7240**	**21014**	**8**	**1050**	**2912**	**262**	**5315**

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PERIOD-01.04.2019 to 31.03.2020

Date Of Monitoring	Inlet (mg/l except pH)					Outlet (mg/l except pH)				
	pH	BOD	COD	SS	TDS	pH	BOD	COD	SS	TDS
Design Values* /Standards→	5.5-9.0	1000*	2500*	-	-	6.0-9.0	100	250	100	-
16-03-2020	7.7	410	1440	184	11587	7.6	120	408	152	9388
11-03-2020	8.6	410	1440	332	10823	7.8	150	400	250	13204
02-03-2020	5.9	290	912	118	10944	7.6	300	952	310	13326
25-02-2020	7.9	410	1344	176	11121	7.3	110	440	272	12000
04-02-2020	7.4	650	1920	380	12858	7.7	108	320	204	8100
28-01-2020	7.7	700	1872	192	21365	7.8	160	400	112	6468
20-01-2020	7.8	500	1360	226	13015	7.4	64	232	86	3381
13-01-2020	6.6	190	624	142	5796	7.5	80	264	82	4027
06-01-2020	6.9	550	1712	188	15227	7.5	90	304	94	3095
23-12-2019	8.4	700	2336	186	11320	7.7	280	816	84	5966
16-12-2019	7.2	390	1200	206	9818	7.5	110	312	118	3629
09-12-2019	7.7	380	1216	256	10987	7.4	70	248	94	3818
03-12-2019	7.5	180	656	118	6049	7.3	240	880	110	7408
25-11-2019	7.8	220	832	194	5965	7.6	120	328	88	4447
18-11-2019	7.4	280	656	184	5589	7.6	46	164	76	2952
13-11-2019	7.1	170	520	152	3900	7.5	60	208	76	2562
04-11-2019	7.6	290	952	186	6805	7.8	50	184	68	4266
30-10-2019	7.1	110	352	86	4876	7.5	70	264	112	3217
22-10-2019	7	500	1680	176	6175	7.6	36	128	72	1727
14-10-2019	7.2	260	904	188	6279	7.1	56	180	68	2318
07-10-2019	7	400	1248	184	11205	7.4	120	384	86	4052
30-09-2019	7.4	400	1256	154	11768	7.6	130	496	118	6031
23-09-2019	7.4	450	1488	168	13378	7.6	80	284	72	3325
16-09-2019	7.9	450	1528	162	14092	7.5	50	200	82	2655
09-09-2019	7.1	450	1520	164	9816	7.5	34	116	62	2094

Date Of Monitoring	Inlet (mg/l except pH)					Outlet (mg/l except pH)				
	pH	BOD	COD	SS	TDS	pH	BOD	COD	SS	TDS
Design Values* /Standards→	**5.5-9.0**	**1000***	**2500***	**-**	**-**	**6.0-9.0**	**100**	**250**	**100**	**-**
02-09-2019	7.4	950	3344	232	12858	7.5	80	288	94	3168
26-08-2019	8.4	725	2288	148	26472	7.5	140	496	124	4011
19-08-2019	7.9	700	2496	210	16007	7.4	80	276	68	3676
13-08-2019	7	240	752	164	11544	7.1	45	160	62	2980
06-08-2019	7	140	468	2	4109	7.3	42	156	BDL	2506
29-07-2019	7.6	400	1344	124	10398	7	88	212	68	2744
22-07-2019	6.8	480	1552	312	11384	7.1	110	324	124	3895
15-07-2019	7.5	270	828	188	8186	7.2	100	264	68	3925
08-07-2019	7.3	220	668	136	5207	7.4	110	304	76	3574
01-07-2019	7.2	260	868	154	6202	7.3	42	216	48	2750
24-06-2019	7.6	85	280	68	3130	7.1	1000	3312	484	21318
17-06-2019	7.6	110	376	76	3509	6.9	390	1248	304	11010
10-06-2019	7.7	350	1168	368	11563	7.6	95	308	78	3625
03-06-2019	8.1	460	1544	374	11080	8	130	456	128	4588
27-05-2019	8.2	550	1712	268	11708	7.6	110	348	84	3851
20-05-2019	7.2	300	1016	342	10397	7.3	106	332	92	3057
13-05-2019	7.8	320	1008	262	6997	7.9	110	352	60	4571
06-05-2019	7.6	875	2832	264	18010	7.8	190	608	118	7979
29-04-2019	7.6	255	784	158	7420	7.4	70	276	66	3375
22-04-2019	6.7	625	2048	816	7655	7.6	90	316	78	3958
08-04-2019	7.8	575	2080	340	12264	7.7	140	500	112	4389
01-04-2019	6.9	1250	3024	592	10836	7.1	190	452	120	3463
Average	**7.45**	**422.98**	**1349.96**	**219.15**	**10163.7**	**7.47**	**131.74**	**428**	**114.98**	**5146.15**
Minimum	**5.9**	**85**	**280**	**2**	**3130**	**6.9**	**34**	**116**	**48**	**1727**
Maximum	**8.6**	**1250**	**3344**	**816**	**26472**	**8**	**1000**	**3312**	**484**	**21318**

PERIOD-01.04.2020 to 31.03.2021

Date Of Monitoring	Inlet (mg/l except pH)					Outlet (mg/l except pH)				
	pH	BOD	COD	SS	TDS	pH	BOD	COD	SS	TDS
Design Values* /Standards→	5.5-9.0	1000*	2500*	-	-	6.0-9.0	100	250	100	-
31-03-2021	7.7	1050	3232	112	39212	8	110	404	78	2764
23-03-2021	7.3	700	2448	120	15164	7.8	180	412	82	8456
16-03-2021	7.6	750	2016	180	15936	7.8	530	1840	90	11248
09-03-2021	8	1225	3920	138	22026	7.8	290	720	58	7028
17-02-2021	8.2	475	2720	140	15806	7.8	200	688	90	10192
09-02-2021	8.3	1075	2736	360	15660	7.9	280	840	110	8212
03-02-2021	8.4	475	1872	120	12712	7.6	210	408	80	-
28-01-2021	7.4	850	2680	240	12338	7.8	230	672	70	6102
18-01-2021	7.8	550	2304	300	14462	7.8	310	904	120	27344
13-01-2021	7.2	750	3440	400	16034	7.8	130	584	120	6264
05-01-2021	8.3	975	2520	160	15320	7.8	270	880	110	7860
29-12-2020	7.8	1050	3040	380	16588	7.4	450	1344	294	14850
15-12-2020	8	675	2144	290	14578	5.3	825	2640	106	11771
14-12-2020	7.2	875	2928	980	16604	7.5	360	1240	128	12218
07-12-2020	8.1	1250	4720	662	22667	7.6	240	728	186	7121
02-12-2020	8	575	1744	280	16920	8	130	536	38	5230
23-11-2020	7.2	700	2432	4.2	21270	7.6	525	1536	3	15580
17-11-2020	7.3	3100	9680	744	20570	7.7	135	416	140	5830
10-11-2020	7.8	1300	4360	630	16411	7.7	230	648	140	9951
03-11-2020	7.7	575	1792	138	16372	7.2	290	904	224	14386
26-10-2020	7.3	750	2368	310	17740	7.4	195	688	104	7635
15-10-2020	7.9	240	848	300	10990	7.5	80	288	86	3390
05-10-2020	7.5	500	1680	238	13880	7.7	140	472	120	5660
28-09-2020	7.6	430	1456	312	16450	7.6	46	284	88	3190
07-09-2020	7.3	950	3024	836	19707	7.4	110	296	98	4057

Date Of Monitoring	Inlet (mg/l except pH)					Outlet (mg/l except pH)				
	pH	BOD	COD	SS	TDS	pH	BOD	COD	SS	TDS
Design Values* /Standards→	**5.5-9.0**	**1000***	**2500***	**-**	**-**	**6.0-9.0**	**100**	**250**	**100**	**-**
18-08-2020	7.8	410	1392	390	13041	7.6	50	160	200	4410
12-08-2020	7.4	650	1856	340	7941	8	62	204	110	4343
29-07-2020	7.5	550	1776	246	11422	7.4	105	312	84	3242
14-07-2020	6.3	270	856	180	6701	7.3	88	280	62	2287
07-07-2020	6.1	190	592	162	5075	7.3	115	340	124	4887
15-06-2020	7.7	700	2240	320	19143	7.8	120	384	110	7258
Average	**7.6**	**794.03**	**2606.97**	**322.97**	**16088.39**	**7.58**	**226.97**	**711.35**	**111.39**	**7831.16**
Minimum	**6.1**	**190**	**592**	**4.2**	**5075**	**5.3**	**46**	**160**	**3**	**2287**
Maximum	**8.4**	**3100**	**9680**	**980**	**39212**	**8**	**825**	**2640**	**294**	**27344**

PERIOD-01.04.2021 TO 31.03.2022

Date Of Monitoring	Inlet (mg/l except pH)					Outlet (mg/l except pH)				
	pH	BOD	COD	SS	TDS	pH	BOD	COD	SS	TDS
Design Values* /Standards→	5.5-9.0	1000*	2500*	-	-	6.0-9.0	100	250	100	-
28-03-2022	8	800	2304	354	-	7.6	65	220	62	1738
23-03-2022	7.8	600	1704	878	-	7.2	160	420	234	2630
15-03-2022	7.1	600	1696	156	-	7.7	40	140	50	1686
07-03-2022	7.2	1050	3008	456	-	7.2	45	176	52	1603
28-02-2022	6.1	1700	4880	470	-	7.1	55	204	112	1574
23-02-2022	7.8	525	1480	360	-	7.4	110	268	108	2473
14-02-2022	6.3	750	2160	300	-	7.2	130	344	112	2555
08-02-2022	6.4	775	2176	348	-	7.4	120	296	154	1818
31-01-2022	8	875	2528	616	-	7.6	65	216	140	16336
25-01-2022	8	750	2160	344	-	8.1	46	172	144	1198
17-01-2022	6.4	1550	4480	268	-	7.6	85	244	130	1887
11-01-2022	7.5	950	3312	880	-	7.7	450	1448	364	10327
03-01-2022	8.2	1200	3424	1408	-	8	180	464	816	1998
28-12-2021	6.7	950	3232	140	-	7.8	370	1248	136	2569
20-12-2021	7	700	2352	140	-	7.6	110	336	74	2054
15-12-2021	7.7	725	2200	56	-	7.6	45	160	34	1734
07-12-2021	8.1	600	2016	120	-	8.7	84	264	28	3760
29-11-2021	8	800	2544	140	-	7.4	60	184	32	2720
24-11-2021	7.7	700	2120	240	-	7.4	74	248	46	2930
15-11-2021	7.5	975	3296	220	-	7.3	230	704	28	4444
08-11-2021	7.2	650	2096	160	-	7.6	120	416	82	3100
01-11-2021	8.5	850	2928	160	-	7.7	25	112	74	4820
28-10-2021	7.5	600	1984	220	-	7.6	100	344	74	4080
22-10-2021	8.5	750	2416	66	-	7.3	25	88	54	329

Date Of Monitoring	Inlet (mg/l except pH)					Outlet (mg/l except pH)				
	pH	BOD	COD	SS	TDS	pH	BOD	COD	SS	TDS
Design Values* /Standards→	**5.5-9.0**	**1000***	**2500***	**-**	**-**	**6.0-9.0**	**100**	**250**	**100**	**-**
12-10-2021	7.5	850	2752	120	-	7.6	110	336	48	2817
04-10-2021	8.1	72	272	94	-	8	240	792	120	4620
28-09-2021	7.5	800	2848	68	-	8.1	215	696	130	5270
20-09-2021	7.7	625	2224	66	-	8.2	120	416	110	9965
16-09-2021	7.7	825	1920	140	-	8.1	150	480	110	4730
06-09-2021	7.8	925	2672	238	-	7.4	370	1072	140	6683
30-08-2021	7.9	825	2384	1148	-	7.3	300	816	614	7349
23-08-2021	8.1	1500	4320	188	-	7.8	310	856	-	6441
17-08-2021	7.4	750	2032	384	-	8.9	360	960	220	7275
10-08-2021	8	550	1240	228	-	7.8	950	2096	396	15749
03-08-2021	7.7	850	2432	536	-	7.5	425	1224	288	9129
27-07-2021	7	650	1840	288	-	7.5	300	864	168	6324
22-07-2021	7.5	550	1560	340	-	7.2	260	696	196	5269
12-07-2021	6.8	875	2736	154	-	7.2	460	1424	112	8800
05-07-2021	7.6	775	2176	498	15676	7.7	470	1328	220	9467
29-06-2021	8.1	600	1664	358	14779	7.6	220	624	194	5307
21-06-2021	7.5	775	2192	408	14823	8.2	290	832	248	7205
08-06-2021	8.2	700	2032	378	16179	7.8	150	400	198	6629
01-06-2021	7.7	400	1008	388	18507	7.5	65	156	208	8447
24-05-2021	7.6	1400	4520	396	23309	8	55	184	92	6087
19-05-2021	7.4	530	1560	284	12637	7.4	180	600	220	5560
11-05-2021	7.1	675	2176	324	16438	8.4	320	896	208	8703
04-05-2021	7.4	575	1808	882	15510	7.8	250	704	340	7506
27-04-2021	7.7	850	2496	122	16162	8.6	54	224	58	3004
22-04-2021	7.3	800	2576	120	14470	7.9	310	1152	80	10084
08-04-2021	6.9	360	1592	122	9186	7.7	110	448	112	4184
Average	**7.53**	**790.24**	**2390.56**	**335.44**	**3753.52**	**7.7**	**196.76**	**579.84**	**159.4**	**5259.34**
Minimum	**6.1**	**72**	**272**	**56**	**9186**	**7.1**	**25**	**88**	**28**	**329**
Maximum	**8.5**	**1700**	**4880**	**1408**	**23309**	**8.9**	**950**	**2096**	**816**	**16336**

888

PERIOD-01.04.2022 TO 31.03.2023

Date Of Monitoring	Inlet (mg/l except pH)					Outlet (mg/l except pH)				
	pH	BOD	COD	SS	TDS	pH	BOD	COD	SS	TDS
Design Values* /Standards→	5.5-9.0	1000*	2500*	-	-	6.0-9.0	100	250	100	-
28-03-2023	2.1	1600	5840	68	-	7.8	106	316	48	-
20-03-2023	4.9	1750	5720	78	-	7.3	260	788	110	-
13-03-2023	5.6	1050	3424	130	-	8.3	195	624	140	-
09-03-2023	7.4	775	3024	94	-	7.3	130	624	120	-
01-03-2023	6.1	1250	4160	110	-	7.4	225	756	92	-
21-02-2023	6.1	650	2320	130	-	7.2	106	416	42	-
16-02-2023	2.6	1150	3360	140	-	7.4	110	392	40	-
06-02-2023	6.1	650	2320	130	-	7.2	106	416	42	-
30-01-2023	6.4	1750	5440	774	-	7.3	140	364	68	-
25-01-2023	5.7	575	1792	140	-	7	240	672	76	-
20-01-2023	7.6	700	2096	182	-	7	320	856	88	-
11-01-2023	7	950	2416	120	-	5.6	260	632	72	-
03-01-2023	7.9	750	2032	132	-	7.6	140	408	68	-
28-12-2022	5.3	875	2368	112	-	6.8	76	236	56	-
19-12-2022	6.5	925	3480	278	-	7.3	180	568	78	-
12-12-2022	6.9	1850	5040	138	-	7.5	150	440	68	-
05-12-2022	7.6	725	2288	138	-	7.5	250	632	82	-
28-11-2022	7.4	625	1456	132	-	7.6	270	648	74	-
23-11-2022	8.2	825	2672	144	-	7.5	185	440	72	-
15-11-2022	5.8	750	2112	138	-	8.4	135	360	72	-
07-11-2022	5.6	775	2224	140	-	7.3	120	288	84	-
03-11-2022	6.2	1250	3760	140	-	7.3	140	396	74	-
25-10-2022	7.6	700	2360	116	-	7.4	160	460	78	-
20-10-2022	7.6	850	2000	110	-	7.5	140	376	80	-
11-10-2022	7.2	650	1456	112	-	7.8	160	420	58	-
03-10-2022	8	580	1504	116	-	7.6	74	224	76	-
26-09-2022	7.5	875	2576	140	-	7.5	140	408	72	-
20-09-2022	6.2	480	1472	140	-	7.2	140	392	80	4145

Date Of Monitoring	Inlet (mg/l except pH)					Outlet (mg/l except pH)				
	pH	BOD	COD	SS	TDS	pH	BOD	COD	SS	TDS
Design Values* /Standards→	**5.5-9.0**	**1000***	**2500***	**-**	**-**	**6.0-9.0**	**100**	**250**	**100**	**-**
12-09-2022	7.7	540	1752	320	-	7.6	150	464	110	-
29-08-2022	7.9	875	2896	278	-	7.6	420	1840	788	13889
23-08-2022	7	975	3088	988	-	7.4	750	2432	996	17351
17-08-2022	7.3	525	2304	422	-	7.7	90	340	112	5705
08-08-2022	8.2	575	1872	112	-	7.2	34	108	32	1128
01-08-2022	7.7	2900	10720	342	-	7.9	70	344	120	2378
25-07-2022	6.4	700	1920	314	-	7.4	80	272	110	2548
19-07-2022	6.9	1800	3400	364	-	7.4	90	220	108	2653
11-07-2022	5.2	775	3200	256	-	7.1	64	148	28	1698
04-07-2022	8.4	850	2592	302	-	7.6	65	188	42	1313
27-06-2022	8.3	1650	3360	464	-	7.6	190	628	122	1935
20-06-2022	6.8	750	2440	345	-	7.4	68	256	160	2332
16-06-2022	7.3	825	1936	602	-	7.3	150	476	30	2258
06-06-2022	7.8	750	1920	730	-	7.4	80	248	36	1812
30-05-2022	8.1	1900	4640	866	-	7.8	120	400	120	2324
24-05-2022	7.7	2900	6120	1278	-	7.8	175	344	316	2061
20-05-2022	7.4	1050	3120	538	-	7.4	110	344	338	1691
17-05-2022	7.7	450	1456	368	-	7.3	50	256	128	1817
09-05-2022	7.3	1150	3552	566	-	7.8	75	252	158	8103
03-05-2022	7.9	900	2680	248	-	7.4	95	236	16	2185
28-04-2022	7.6	675	2128	756	-	7.5	120	276	110	2532
19-04-2022	7.5	575	1640	390	-	7.4	50	244	84	1890
12-04-2022	7.8	825	2368	272	-	7.9	50	184	16	1536
04-04-2022	7.9	525	1480	498	-	8	65	216	106	1652
Average	**7.02**	**1006.63**	**2965.22**	**317.16**	**-**	**7.46**	**154.02**	**470.29**	**125.96**	**1774.2**
Minimum	**2.1**	**450**	**1456**	**68**	**-**	**5.6**	**34**	**108**	**16**	**1128**
Maximum	**8.4**	**2900**	**10720**	**1278**	**-**	**8.4**	**750**	**2432**	**996**	**17351**

Annexure-III

MAHARASHTRA POLLUTION CONTROL BOARD

SUB-REGIONAL OFFICE-RAIGAD-2

Tel. No. 2757 2620
Fax No. 2756 2132

Email: sroraigad2@mpcb.gov.in
Visit us at: http://mpcb.gov.in

Raigad Bhavan, 6th Floor,
Sec-11, C.B.D. Belapur,
Navi Mumbai 400 614.

VISIT REPORT

Name of Industry	:	**M/s. RIA CETP Co-Op. Society Ltd., Plot No. 06, 09 and 11, MIDC Dhatav, Tal. Roha, Dist. Raigad.**
Date of visit	:	02.05.2023
Industry representative	:	Himanshu Shrivastava, CETP incharge
Consent status	:	Valid upto 31.12.2026

Visit was paid to verify the present status of up-gradation and revamping of CETP, Roha. During visit following observations were made;

1. During visit, CETP was found in operation.
2. A design capacity of CETP is 22.5 MLD.
3. As informed by the CETP, at present, 09-10 MLD effluent is being received from member industry by the CETP for treatment and disposal.
4. The online monitoring system was found in operation.
5. Status of the up gradation/revamping work of CETP is as below.

S.N.	Unit name	New /Existing	Scope of work	Status of the work as on 30.04.2023	Operational Status
1	Low COD Coarse Screen Chamber	New	1. Civil Work 2. Mechanical screen 3. Sluice Gate 4. Piping	1. Completed 2. Installed 3. Installed 4. Completed	**Not in operation yet.**
2	Low COD Equalization Tank-1&2	Existing	1. Civil Upgrade 2. Submersible Mixer 3. Submersible Pumps 4. Piping	1. Completed 2. Installed 3. Installed 4. Completed	In Operation
3	SSI Effluent Screen Chamber, Oil & Grease separation chamber	New	1. Civil Work 2. Mechanical screen 3. Sluice Gate 4. Piping	Work in progress	**Not in operation yet.**

S.N.	Unit name	New /Existing	Scope of work	Status of the work as on 30.04.2023	Operational Status
4	High COD Equalization Tank	Existing	1. Civil Upgrade 2. Submersible Mixer 3. Submersible Pumps 4. Piping	1. Completed 2. Installed 3. Installed 4. Completed	In Operation
5	pH Correction tank	Existing	1. Civil Upgrade	1. Completed	In Operation
6	Flash Mixer -1&2	Existing	1. Civil Upgrade	1. Completed	In Operation
7	Primary CLF	Existing	1. Civil Upgrade 2. Primary Clarifier mechanism 3. Railing	1. Completed 2. Completed 3. Completed	In Operation
8	Aeration Feed Sump	Existing	1. Civil Upgrade	1. Completed	In Operation
9	Bioreactor feed pump shed	Existing	1. Civil Upgrade	1. Completed	In Operation
10	Anoxic Tank	New	1. Civil Work 2. Submersible Mixer 3.pH,ORP Meter 4. Railing 5. Piping	1. Completed 2. Completed 3. Completed 4. Completed 5. Completed	In Operation
11	Distribution Chamber for Aeration Tank	New	1. Civil Work 2. Piping 3. Valve	1. Completed 2. Completed 3. Completed	In Operation
12	Aeration Tank 1&2	Existing	1. Civil Upgrade 2. Diffuser Installation 3. Air flow meter 4. Railing 5. DO meter	1. Completed 2. Completed 3. Completed 4. Completed 5. Completed	In Operation
13	Aeration Tank -3	Existing	1. Civil Upgrade 2. Diffuser Installation 3. Air flow meter 4. Railing 5. DO meter	Work in progress	**Not in operation yet.**
14	MLR for AeraionTank-1&2	New	1. Civil Work 2. Pump installation 3. Piping & Valve	1. Completed 2. Completed 3. Completed	In Operation
15	MLR for AeraionTank-3	New	1. Civil Work 2. Pump installation 3. Piping & Valve	Work in progress	**Not in operation yet.**

S.N.	Unit name	New /Existing	Scope of work	Status of the work as on 30.04.2023	Operational Status
16	Distribution Chamber For Secondary CLF	New	1. Civil Work 2. Piping	1. Completed 2. Completed	In Operation
17	Secondary CLF1	Existing	1. Civil Upgrade 2. New RAS & WAS Pump Installation 3. Piping	1. Completed 2. Completed 3. Completed	In Operation
18	Secondary CLF-2	Existing	1. New RAS WAS pump Installation 2. Piping	1. Completed 2. Completed	In Operation
19	Filter Feed Sump	Existing			In Operation
20	Filter Feed Pump Shed	New	1. Civil Work	1. Completed	In Operation
21	PSF & ACF	Existing	1. Upgradation 2. Piping And Instruments 3. Valve Installation 4. Media Filling 5. Air Scouring	1. Completed 2. Completed 3. Completed 4. Work in progress 5. Work in progress	**Not in operation yet.**
22	Primary Sludge Sump & Pump house	New	1. Civil Work 2. Pump Installation 3. Piping & Valve	1. Completed 2. Completed 3. Completed	In Operation
23	Distribution Chamber for Sludge Thickener	New	1. Civil Work 2. Piping & Valve	1. Completed 2. Completed	In Operation
24	Sludge Thickener 1&2	New	1. Civil Work 2. Sludge thickener Mechanism 3. Motorized Gate Valve for Valve Chamber 4. Piping	1. Completed 2. Completed 3. Completed 4. Completed	In Operation
25	Thickened Sludge Sump & Pump House	New	1. Civil Work 2. Submersible Mixer 3. Filter Press feed Pumps installation 4. Piping & Valve	1. Completed 2. Completed 3. Completed 4. Completed	In Operation
26	Filter Press	Exisiting	1. Filter Press Upgradation 2. Piping	1. Completed 2. Completed	In Operation
27	MCC Room-1	New	1. Civil Work 2. MCC Panel installation	1. Completed 2. Completed	In Operation

S.N.	Unit name	New /Existing	Scope of work	Status of the work as on 30.04.2023	Operational Status
28	MCC Room-2	New	1. Civil Work 2. MCC/VFD/RIO Panel installation	1. Completed 2. Completed	In Operation
29	MCC Room-3	New	1. Civil Work 2. Panel Installation	1. Completed 2. Completed	In Operation
30	MCC Room-4	New	1. Civil Work 2. Panel Installation	1. Completed 2. Completed	In Operation
31	Substation Building	New	1. Civil Work 2. Panel Installation	1. Completed 2. Completed	In Operation
32	Transformer	New	1. Civil Foundation & Yard 2. Transformer Commissioning	1. Completed 2. Completed	In Operation
33	DG Set	New	1. Civil Foundation & Yard 2. DG Commissioning	1. Completed 2. Completed	In Operation
34	Blower House	New	1. Civil Work 2. Turbo blower commissioning 3. Air Condition in Room	1. Completed 2. Completed 3. Completed	In Operation

6. From the above status of upgradation of CETP, it is observed that CETP authority has not yet completed the work of Tertiary treatment i.e., Pressure Sand Filters and Sand filters in all respect.

7. The work of MLR for AeraionTank-1&2 and Aeriation tank 3 is found in progress.

8. The piping and electrical work in Low COD Coarse Screen Chamber and SSI Effluent Screen Chamber, Oil & Grease separation chamber is found in progress.

(Himanshu Srivastava)
Plant In-charge.

02/05/23.
(Uttam Mane)
FO

BHEL HYDRO AIR (I) Mumbai-92

Annexure-IV

MAHARASHTRA POLLUTION CONTROL BOARD

Tel: 24010437/24020781/24014701
Fax: 24023516/24024068/24044531
Website: http://mpcb.gov.in
E-mail: enquiry@mpcb.gov.in

Kalpataru Point, 2nd - 4th Floor
Opp. Cine Planet Cinema,
Near Sion Circle, Sion (E)
Mumbai- 400 022.

No. MPCB/JD(WPC)/B:962 Date: 6 /03/2017.

To,
The Chief Executive Officer,
Maharashtra Industrial Development Corporation,
UdyogSarathi, Mahakali Caves Road,
Andheri, Mumbai.

Sub: Directions under Section 33 A of Water (Prevention and Control of Pollution) Act, 1974.

Ref:
1. Circular issued by MPCB dated 21/09/2015.
2. Discussions held in various meetings of State Level CETP Co-ordination Committees.
3. Minutes of the Meeting extended to non-performing CETPs on 8/6/2016.
4. Joint meeting of the Officials of MIDC, MPCB and representative of the CETP operators held on 22/02/2017 in World Trade Centre.

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WHEREAS, the Maharashtra Industrial Development Corporation is the Planning Authority for providing infrastructure facilities for the MIDC area and also to ensure that the industries situated in the MIDC area should have been provided with proper water supply, roads, drainage lines including proper collection and sewerage line as well as treatment and disposal system to the waste water generated from their activities.

AND WHEREAS, the Common Effluent Treatment Plants was introduced with an enthusiasm approach to solve the problem of pollution caused by effluent discharge by small scale industries. These industries lack technical expertise and are not financially viable for implementation and maintenance of pollution control devices. The main object of the CETP is to solve the problem of cost, lack of trained staff and space to reduce the problems of monitoring and to organize the disposal treated waste and sludge.

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AND WHEREAS, the non-conforming CETPs have now become threat to the environment due to various reasons and fail to cater their primary goal. The majority of the CETP managements have failed to control administration of CETPs, they don't have proper vigilance on their member industries. The industries are changing their production activities from time to time without intimating to the CETP Associations leading to receiving excess load at inlet. The major flaws such as maintenance of the hydraulic flow, online measurement, effluent quality, sludge quality, unit design, maintenance and working issues with laboratory facilities were observed in the CETPs. The similar kind of the outputs were also given by member institutes appointed by MPCB for assessment of the CETPs in Maharashtra.Hence, theIndustries Association/CETP associations have failed to perform their duties of extending support to the non viable and small scale industries for overcoming on technological and financial constraints.

AND WHEREAS, the Central Pollution Control Board had issued directions u/s 18(1)(b) of the Water (Prevention & Control of Pollution) Act, 1974 that not to permit expansion / establishment of the industrial units in the areas where the associated CETPs are not complying with the required standards and where such CETPs do not have adequate hydraulic load capacities. AND WHEREAS, these directions were brought to the notice by the Maharashtra Pollution Control Board vide Circular dated 21/09/2015 to all the concern including MIDC.

AND WHEREAS, 24 CETPs are working in the State of Maharashtra and one recently started at Nandgaon, Amravati. The said CETPs are catering the need of 7880 no of industries and about 191 MLD of effluent treated and disposed to the environment. The MPCB has taken into consideration the revised standards laid down by Ministry of Environment and Forest, Govt. of India for CETPs and Board is monitoring the standards from time to time and accordingly, consents are issued stipulating the stringent effluent disposal standards.

AND WHEREAS, now, it was observed that out of 24 CETPs, 17 CETPs are complying to the standards stipulated in the consent. At present 7 CETPs are continuously non-conforming to the disposal standards, namely TEPS CETP MIDC Tarapur, D-CETP (Chemical) MIDC Dombivali, Addl. Ambernath CETP MIDC Ambernath, RIA CETP MIDC Roha, PRIA CETP MIDC Patalganga, Loteparshuram CETP MIDC Lote, CETP Akkalkot Road Solapur. In view of the continuous non-

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compliance, the MPC Board has initiated actions against the following non-conforming CETPs.

1. Tarapur CETP – The CETP was receiving more effluent i. e. about 37 to 42 MLD against its capacity of 25 MLD, hence CETP was not in position to take extra hydraulic load and disposal is happening in violation to stipulated standards. The Board has issued various directions, imposed bank guarantees, increased vigilance among individual industries and CETP. But no improvement was observed. The Board has issued closure directions to 43 industries in year 2016-17 which are grossly violating disposal standards to the inlet of CETP. In addition to this Board has issued directions to all industries for curtailing 40% of effluent generation. The CETP has undertaken construction for expansion by 50 MLD. Accordingly, Board has granted Consent to Establish for Expansion of CETP on 05.06.2014.The work of expansion of CETP is in progress. At present the CETP is not conforming with the consented disposal standards.

2. D-CETP Chemical, Dombivali – There are two CETPs in Dombivali MIDC area, the one 16 MLD DBESA CETP (Textile) located in Phase-I pocket is dedicated to treat effluent of textiles units, and the other 1.5 MLD D-CETP (Chemical) located in Phase-II pocket is dedicated to treat effluent of chemical units. But, there is no arrangement for segregation of textile and chemical effluent, about 4.5 MLD mixed effluent (Textile + Chemical) from Phase-II is sent to the 16 MLD DBESA CETP in Phase-I, and the remaining 1.5 MLD mixed effluent (Textile + Chemical) is left for treatment in the 1.5 MLD D-CETP in Phase-II. The Board has issued various directions, imposed bank guarantees, increased vigilance among individual industries and CETP. Board has also issued letter to MIDC for curtailment of water supply of Member Industries of CETP by 25%. But no improvement was observed in spite of the warnings. Therefore, Board has issued Closure Directions to the D-CETP on 02.07.2016. The said CETP is closed and directions were issued to 88 D-CETP member Industries for not to discharge effluent to D CETP

3. Additional Ambernath CETP – The CETP is owned by MIDC and was operated by M/s. Bharat Udyog Ltd. till 21.02.2016. Due to mismanagement issue by the operator, the MIDC has handed over the CETP to the Additional

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Ambernath Manufacturing Association (AMMA) for operation & maintenance. The Board has issued various directions, imposed bank guarantees, increased vigilance among individual Industries and CETP. However, no improvement was observed in spite of warnings. The Board has also issued letter to MIDC for curtailment of water supply of Member Industries of CETP by 25%. Board issued directions on dt. 02.07.2016 to Additional Ambernath Manufacturing Association, Additional Ambernath CETP directing them to stop receiving effluent from member industries within 72 hours or till AAMA CETP submit concrete time bound proposal for up-gradation, operation and maintenance of existing CETP. Also 66 member industries were issued direction on 02.07.2016 and 13.07.2016 regarding not to discharge treated effluent into CETP / MIDC drainage system.

4. RIA CETP – The concentrated pollution load is receiving at Inlet of CETP. The Board has issued various directions, imposed bank guarantees, increased vigilance among individual industries and CETP. The Board has closed down industries which are grossly violating disposal standards to the inlet of CETP. The CETP has proposed the upgradation and expansion of existing CETP. Accordingly, Board has granted Consent to Establish for upgradation and Expansion of CETP on 26.03.2015.

5. PRIA CETP – The Board has issued various directions, imposed bank guarantees, increased vigilance among individual industries and CETP. CETP was not in operation due to legal matter, now resumed operation. MIDC has taken possession of CETP and floated tender for Operator for CETP.

6. Lote CETP – The Board has issued various directions, imposed bank guarantees, increased vigilance among individual industries and CETP. But no improvement was observed. The Board has closed down industries which are grossly violating disposal standards to the inlet of CETP. Board has issued direction to CETP for curtailment of quantity of effluent by 25% on 13.04.2016. The Board has granted Consent to Establish for upgradation and Expansion of CETP on 03.09.2015.

AND WHEREAS, the said issue was also discussed in the meeting of non performing CETPs on 02/06/2016 & 08/06/2016 before the Authorities of the Board and it was decided to suggest MIDC that if such type of CETPs do not perform and

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when there is no Board of Directors to control the CETPs, then why the MIDC cannot take over the working of these CETPs to operate it on their own by collecting contribution from the Member industries.

AND WHEREAS, despite of repeated persuasion and meetings with the officials of MIDC, the MIDC has not taken requisite steps to take over the non-conforming CETPs in MIDC area. AND WHEREAS, the Board has already given you sufficient & reasonable time to take effectives steps to take over the working of non-conforming CETPs in MIDC area.

NOW THEREFORE, in exercise of the powers conferred upon me under Section 33A of the Water (Prevention and Control of Pollution) Act, 1974, you are hereby directed to comply with the following directions:

1) You shall take over the non-conforming CETPs namely, TEPS-CETP, D-CETP Chemical, Additional Ambernath CETP, RIA CETP, PRIA CETP and Lote CETP located in MIDC areas, within a period of 3 months i.e.on or before 31/05/2017.
2) You shall operate & maintain these CETPs by your own or otherwise through an Expert Agency.
3) In case, the MIDC appoint an Expert Agency for operation & maintenance of the above CETPs, then, the Member Industries/CETP Association shall not directly pay the cost of operation & maintenance to the Expert Agency. MIDC shall collect the said cost from the Member Industries of the aforesaid CETPs.
4) MIDC being the infrastructure / nodal agency, shall take up the job of operation & maintenance of above non-conforming CETPs within a period of 3 months from the date of receipt of these directions.
5) You shall submit the time bound program, to take over the non-conforming CETPs in MIDC area within a period of one month from the date of receipt of these directions.

In case of failure, the Maharashtra Pollution Control Board will initiate appropriate legal action against the MIDC, which please note.

(Satish Gavai, IAS)
Chairman

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Annexure-V

MIDC

Date :01/02/2020

Sub:- Handing Over of CETP at Roha Industrial Area...

Ref:- 1. Direction of MPCB vide B -962 dt 06/03/2017.
2. The Ex.Engineer, MIDC, Division Alibag letter No A-40331, Dt 29/01/2020.

As per the directions of MPCB, the CETP at Roha Industrial Area, which is in possession of M/s. RIA CETP Co Op society Ltd is handed over to Deputy Engineer, MIDC, Sub-Division, Roha and further the same is handed over to M/s. R &B Infra Projects Pvt. Ltd. Hydroair Tectonics (PCD) Ltd.(JV) for upgradation and O &M. The inventory of structures/ installations in the CETP premises is as per annexure-I enclosed.

Date: 01/02/2020.

Place: Roha.

Encl - Annexure-I.

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION

Handed Over by

M/s. RIA CETP
Co.Op.Soc.Ltd.

Deputy Engineer
MIDC Sub-Dn. Roha

Taken Over by

R &B Infra Project PVt Ltd
Hydroair Tectonics (PCD) Ltd.(JV)

1) Copy Submitted to the Executive Engineer, MIDC, Division Alibag for favour of information please.
2) Copy f.w.cs to the Chairman, RIA CETP Co Op Soc Ltd., Plot No. P-6, MIDC, Roha Indl area, Dhatav Roha for information.
3) Copy f.w.cs to M/s R & B Infra Project Pvt Ltd. Hydroair Tectonics (PCD) Ltd.(JV) for information.
4) Copy to Guard File.

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RESPONSIBILITIES FOR RIA CETP FROM 1 ST FEB 2020

MIDC

1. MIDC will collect the CAPEX contribution of 25 % of the project cost, from all plot holders proportionate to water consumption of individual industry.
2. MIDC will recover monthly treatment charges from all plot holders as per statement submitted by RIA-CETP. (mutually agreed by MIDC & RIA CETP) based on the total amount to be recovered and water consumption informed by MIDC.
3. MIDC will recover certain amount from industries along with treatment charges bill to meet monthly maintenance expenses of RIA –CETP.
4. MIDC will grant higher volume of water supply to industries on their individual request / application after following due process and approval of competent authority.
5. MIDC will help to recover outstanding dues of RIA-CETP from its member industries.
6. Taking / handing over of CETP to MIDC is inclusion of all plot holders including Sudarshan Chemical Industries Limited and all other similar plot holders from Roha Industrial Area.

CONTRACTOR

7. As per tender agreement, contractor will install pilot plant and operate it to the satisfactorily results to prove the treatment scheme with desired results. These results will be witnessed by MIDC and RIA-CETP.
8. Contractor will work in battery limit i.e. within the CETP premises, unless instructed by MIDC.

M/s. RIA-CETP
Co.Op.Soc.Ltd.

Deputy Engineer
MIDC Sub-Dn. Roha

R &B Infra Project PVt Ltd
Hydroair Tectonics (PCD) Ltd.(JV)

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9. In case COD of influent crosses 3000 ppm, Contractor will report to RIA-CETP and MIDC to take further action. Any consequence for that purpose from MPCB/CPCB/NGT will be RIA-CETP's responsibility.
10. Contractor will not sample / monitor any of the member industry without permission of MIDC.

RIA-CETP (i.e. RIA-CETP Co-op. Society)

11. RIA-CETP will operate Testing Laboratory for monitoring effluent quality of member industries and verifying influent quality on daily basis.
12. RIA-CETP will collect samples of effluent being discharged from member industries as vigilant sampling. Quality of these samples will form a parameter for determining treatment charges, which will be decided by RIA-CETP & MIDC.
13. RIA-CETP and MIDC can review the treatment scheme based on the pilot plant operation and its success.
14. RIA-CETP will submit monthly treatment charges statement to MIDC based on water consumption and quality of effluent.
15. Exception shall not be provided to any of the plot holder with respect to treatment charges formula/e as decided between RIA-CETP and MIDC
16. It will be sole responsibility of RIA-CETP to meet the designed parameters (consented by MPCB) of effluent at the inlet of CETP.

Date : 01/02/2020
Place : Roha

M/s. RIA-CETP
Co.Op.Soc.Ltd.

Deputy Engineer
MIDC Sub-Dn. Roha

R &B Infra Project PVt Ltd
Hydroair Tectonics (PCD) Ltd.(JV)

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Annexure-VI

TRIPARTITE AGREEMENT FOR COMMON EFFLUENT TREATMENT PLANT AT ROHA INDUSTRIAL AREA.

This Agreement is made and entered into at this day of 2022

BETWEEN

R&B Infra Project Pvt. Ltd. & Hydroair Tectonics (PCD) Ltd. (JV) hereinafter referred to as the "**Operator or Contractor"**(which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **First Part**;

AND

_____ a proprietorship / Partnership / Society / Pvt. Ltd / Public Ltd. Company having been registered under the Partnership Act 1932/a Company within the meaning of the Companies Act 1956 having its registered office at _____ and ***factory at-***_____ hereinafter referred to as the "**Member Industry**" or "**MI**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its heirs, executors, administrators and permitted assigns of such last survivor / its successor or successors in business and permitted assigns) of the **Second Part**;

AND

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION, a statutory Corporation constituted under the Maharashtra Industrial Development Act 1961 (Maharashtra III of 1962) and having its principal office at Udyog Sarathi, Mahakali Caves Road, Andheri (E), Mumbai - 400 093,

hereinafter referred to ***as*** **'MIDC"/ 'FACILITATOR'** (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **Third Part.**

WHEREAS:

I. The Contractor with active support of State/ Central Government/Maharashtra Pollution Control Board (MPCB) shall operate and maintain on contract basis the **Roha Common Effluent Treatment Plant at Roha Industrial area** (hereinafter referred to as the **CETP/RIA CETP**), handed over on "as is where is basis" by MIDC for execution of the work portion under Part -I : Design, Build and Commissioning including Rehabilitation, Upgrade/Expansion on DB basis of **Common Effluent Treatment Plant** (CETP) at Roha Industrial Area and under Part –II, Operation and Maintenance (treatment of raw incoming trade effluent on per cubic meter basis).

II. Under the Notice Inviting Tender (NIT) No. **27 dated 02/11/2018** and Tender Agreement No. **C-1 for the year 2019-2020** executed between Contractor and MIDC, the Contractor has undertaken to carry out the work of Design, Build and Commissioning including Rehabilitation, Upgradation of **22.50 MLD Common Effluent Treatment Plant (CETP) at Roha Industrial Area** under Part – I DB Basis Works and Operation and Maintenance of the CETP under Part – II of **RIA CETP**. The Operation and Maintenance of the CETP which would include overhauling and repairing the CETP plant including all mechanical and electrical equipment; routine operation and maintenance of CETP, treating the incoming effluent as per the MPCB/CPCB standards; testing the incoming and outgoing effluent characteristics with requisite testing equipment and materials; collecting effluent samples from effluent

generating industrial units, its testing and submission of results to MPCB as well as MIDC; making available necessary technical, maintenance and administrative staff including payment of their wages; preparing monthly bills of the Member Industry; providing all labour, material, equipment, fuels etc. The Contractor shall operate and maintain the CETP as per the norms of MPCB / CPCB.

III. MIDC reserves its right to revise the treatment charges from time to time and communication its decision to the Member Industry as well as the Contractor/ Operator of RIA CETP as and when required.

IV. MIDC is making all parties of this agreement aware that since Mahrashtra Pollution Control Board (MPCB) issued Notice under Section 33 (A) of the Water (Prevention and Control Pollution) Act 1974 and instructed MIDC to appoint an expert agency for Operation and Maintenance of **RIA CETP** vide letter No. **MPCB/JD/(WPC)/B-1147 dated 23/03/2017**, it was incumbent to operate the CETP by appointing an expert agency as instructed by MPCB in the interest of the industries in the **Roha Industrial Area** as well as for environment protection. Hence, MIDC has decided to operate the CETP by appointing the Contractor as its Operator. All parties herein above agree to be bound by such orders of the MPCB.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. <u>DEFINITIONS AND INTERPRETATIONS</u>:

A. TIME shall be stated in Hours and shall mean Indian Standard Time.

B. DAY means a period of twenty-four (24) consecutive hours beginning and ending at 0700 hours.

C. WEEK means a period of seven (7) consecutive days beginning from Monday.

D. MONTH means a period beginning at 0700 hours on the first day of Calendar month and ending at 0700 hours on the first day of succeeding Calendar Month.

E. YEAR means a period of three hundred and sixty-five (365) consecutive days or three hundred and sixty-six (366) consecutive days when such period includes a twenty ninth (29) day of February beginning at 0700 hours from a day.

F. FINANCIAL YEAR means a period of three hundred and sixty-five (365) consecutive days or a period of three hundred and sixty-six (366) consecutive days when such period includes a twenty ninth (29) day of February beginning at 0700 hours from 1st April and Ending at 0700 hours on 31st March.

G. Quantity Measurement Pattern means rate at which the quantity of the trade effluent is measured in proportion to the consumption of water.

H. Treatment Charges/CETP treatment charges: means the charges levied by MIDC for treating trade effluent discharged by the Member Industry, charged i.e. **Rs 23.40/-** per cum which may be revised from time to time under intimation to the Member Industry.

I. Where the context so requires, words imparting the singular only also include the plural and vice versa; and, any reference to masculine gender shall include feminine gender and vice versa

2. CHARGING PATTERN:

A. The Member Industry will pay the following charges:

i. All "Green" catagaries industries shall become nominal members of CETP of their area on one time payment of nominal fees of Rs.2500/- as per MIDC/Env/31 dated 22/01/2002 circular.

ii. Refundable security deposit equal to 3 months water charges as billed by MIDC to the MI/consumer. If the Member Industry

fails to pay the treatment charges regularly, the same will be adjusted through these above mentioned deposits. If the Member Industry transfers the unit/plot, any balance amount of its deposit will be refundable. These deposits will not bear any interest and shall be applicable to new members only and not to existing members;

B. It is agreed that for quantity measurement pattern the Member Industry will discharge its effluent for treatment in the CETP as per the consent to operate issued to it by MPCB and/or as per the inlet parameters mentioned in CETP consent for SSI units Industries having effluent flow <25 m^3/day, the Member Industry shall pay the treatment charges as fixed by MIDC on the basis of actual expenditure incurred on treatment of its effluent including all expenditure on treatment, energy and maintenance charges, penal charges, fees and taxes payable etc. complete including 15% ETP charges. The charges will be calculated on the basis of expenditure of previous financial year. To begin with, the charges which were being charged in the previous financial year at the rate of Rs. 23.40/- per cum will be charged and any difference will be adjusted in the next financial year at the rate of 65% of the water consumption as per MIDC water bill of the Member Industry. Review of the expenditure incurred on CETP, treatment charges etc. will be taken every 6 months and if required the adhoc treatment charges, charged at Rs. 23.40/- per cum/m^3 shall be revised as and when required and shall accordingly be billed by the MIDC to the Member Industry. The Contractor's/Operator's and RIA CETP co-ordination committee's joint approval will be taken prior to application of such adhoc charges. (Billing shall be at actual as per flow meter and SCADA system. If it is not available at Industry outlet then 65% formula to apply).

3. <u>COVENANTS BY THE CONTRACTOR</u>/<u>OBLIGATIONS OF THE CONTRACTOR</u>:

A. Part - I: Design, Build and Commissioning including Rehabilitation, Upgrade/Expansion on DB basis of **RIA CETP, at Roha Industrial Areas** as per Tender Conditions at the accepted cost without any deviation whatsoever. The Contractor irrevocably agrees to the terms of the Tender which shall be binding on the Contractor under the present terms.

B. Part – II: Operation and Maintenance of **RIA CETP** as per Tender Conditions at the accepted rate per Cum Basis.

a. Operate and maintain the CETP as per the prescribed norms of MPCB / CPCB and as per the consent issued by MPCB;

b. Carryout routine and breakdown maintenance of the equipment in CETP Plants;

c. To treat the incoming effluent to meet the MPCB / CPCB standards;

d. To carry out pumping of raw effluent from Equalization tank;

e. Efficient Operation of CETP round the clock;

f. To prepare solutions like Lime, Alum, Acid & Nutrients etc. and ensure proper dosing;

g. To carry out the day to day preventative maintenance of Mechanical, electrical, Electronic equipment's like greasing, oiling, replacing of glands etc. and electrical, SCADA, OCEMS etc. connections, rewinding of motors, repairs of pumps / gate valves / switchgears etc. complete to keep the plant in running condition;

h. To keep close watch on entire effluent treatment plant and take the prompt action in case of any leakage and chocking of interconnecting piping /drains;

i. Sludge removal and its disposal from clari-flocculator; and all units operations & process of CETP and onward for disposal to TSDF at Taloja, Dist. Raigad.

j. Dewatering and cleaning of any unit as and when needed;

k. To collect samples from various sampling points of CETP and analysis of the same in the laboratory for parameters which are essential to know the performance of CETP and keep a record of the sampling; to carry out performance evolution of CETP once in a Six month for period of Two years of commencement of O & M of CETP & thereafter once in a year till the end of the Five years O&M period & shall carry out rectifications in the process of the CETP at its own cost so as to achive disposal standards.

l. To keep the day to day records of flow, chemical consumptions, plant performance etc. and schedule of preventative maintenance of mechanical and electrical equipment's;

m. Maintain record book/log book with the help of computer;

n. Providing Safety Gear to O & M Staff;

o. Maintain the log sheet for various equipments and systems;

p. Draw samples and get analyzed for the parameters required and make the necessary process correction;

q. Submit report in the form and frequency required by the MIDC;

r. Housekeeping of the entire plant allocated area;

s. Maintain clear record of attendance for his workmen and staff;

t. Contractor shall be responsible for preventive maintenance necessitated by normal usage of the equipment;

u. Providing necessary technical, maintenance and administrative staff including their wages/payments. As mentioned, plant was in operation till last year, contractor shall give priority to absorb the previous staff and employees over the new recruiters subject to verification of their eligibility and suitability;

v. (i) Preparing monthly bills of individual industries contributing effluent to CETP as per procedure set out by MIDC and submitting the same to MIDC.

(ii) Operator shall maintain key crucial equipments, instruments as stand by in stock to avoid any disturbances or breakdown in CETP Operation.

(iii) to maintain DG set up always in operational condition.

w. Collecting effluent samples from effluent generating industrial units, in co-ordination with MIDC and RIA CETP, its testing and submission of results to MIDC and Joint Vigilance Committee and/or any other such committee;

x. Payment of all materials, labors, diesel, energy charges and water charges shall be borne by the Contractor. Cost of operation and maintenance including all manpower, chemicals, sundries, (includes cost of diesel for running D.G. set in case of power failure), chemicals, manpower, stationary required to maintain various records etc., cost of telephone bills, internet charges etc. shall be borne by Contractor.

y. Provide any other data as requested by Engineer-in-charge/MPCB/ CPCB/MoEF & CC and concerned Semi Government Departments like Corporations, Councils etc.

z. The Contractor shall appoint such consultants, advisors and staff, both technical and administrative, for the project and for its proper execution in all respects on its own expense.

aa. The Contractor shall liaise between the Government of Maharashtra and Government of India, MPCB, MIDC and such other institutions and for proper execution of the project and the Contractor shall be solely responsible for meeting the standards prescribed by Maharashtra Pollution Control Board.

bb. The Contractor shall establish a laboratory for the purpose of routine testing of the effluent being discharged by the users of the CETP including the Member Industry and to supervise, manage and control the operations of the CETP and the laboratory;

cc. The Contractor is obligated to submit the daily performance report of the CETP to MPCB, the monitoring authority for the operation of the CETP and to MIDC. It is hereby made clear that all responsibilities of observing terms and conditions of the consent to establish and consent to operate for the CETP rests with the Contractor, irrespective of the name in whose favour MPCB has issued its consent to establish/operate and any penalty, fine imposed by MPCB due to non-performance of the CETP including any penal action initiated will be at the risk and cost of the Contractor as well as the defaulting Member Industry, provided the default is proven in any joint co-ordination committee.

dd. The Contractor, will collect effluent sample both indepdendently and in co-ordination with joint vigilance committee of the Member Industry by surprise checks. In this respect, the Member Industry will extend its full co-operation to the Contractor and allow collection of samples. The effluent discharged into MIDC collection chamber shall be as per the prescribed standards of MPCB as well as CETP inlet parameters and shall be easily accessible for sampling and observation. The results after sampling shall be binding on the Member Industry**.** The samples shall be collected from the discharge point of Member Industry and in the presence of at least one representative of the Member Industry and Joint Vigilance Committee member. The Sample Collection Report is to be counter signed collectively by the CETP, Member Industry and Joint Vigilance Committee Member.

ee. The Contractor irrevocably undertakes to abide by the terms of this Agreement and any change in the law or direction of MPCB dealing with operation or maintenance of the CETP;

4. COVENANTS BY THE MEMBER INDUSTRY:

(i) All effluent generated by Member Industry in its premises shall be sent on exclusive basis to the CETP;

(ii) The Member Industry will discharge its effluent to CETP as per the standards prescribed and consent given by MPCB and CETP inlet parameters;

(iii) The Member Industry shall install "Electromechanical flow meter" and shall house such flow meter in a separate secured area. The meter shall be used for measurement of the flow quantity and for monitoring the quality of the effluent. The Member Industry shall ensure that the flow meter is sealed and protected from tampering at all times and ensure its proper functioning;

(iv) The Member Industry agrees that, in case the effluent treatment charges are not paid by it within the stipulated time as specified in the water bill i.e. 45 days from the date of issuance of the water bill, MIDC shall be at liberty to charge interest/delayed payment charges at such rates as applicable to water rates charged in water bills as may be decided by MIDC from time to time and the Member Industry hereby agrees to pay the same to MIDC;

(v) The Member Industry further agrees that in case the Member Industry fails to pay the treatment charges and/or fails to pay the interest/delayed payment charges as mentioned hereinabove, unless MIDC grants further extensions for such payment for recovery of the interest/delayed payment charges as may be determined by MIDC from time to time, MIDC shall disconnect the supply of water and shall not reconnect the water supply unless all outstanding dues along with interest/delayed payment charges are paid in full by the Member Industry alongwith the necessary disconnection and reconnection charges as decided by MIDC.

(vi) **AMC Charges** :- Member industries herewith undertakes to install SCADA system at the outlet of their effluent carrying pipeline with NRV (Non Return Valve) system, so that in case the effluent of the Member Industries not meeting MPCB consented parameters shall bge automatically disconnected & returned back to ETP of the Member Industries. Member Industries further agrees to pay to MIDC annual maintenance charges for SCADA system more particularly mentioned hereinbelow from the date of installation of SCADA system as per bill/invoice raised by contractor and such amounts received from the member industry same shall be reimbursed to contractor by MIDC appropriately;

a) For 1st Year - Rs. Nil

b) For 2nd Year - Rs. 7000/- per member per annum

c) For 3rd Year - Rs. 8000/- per member per annum

d) For 4th Year - Rs. 8500/- per member per annum

e) For 5th Year - Rs. 9000/- per member per annum

vii) All the CETP member industries shall install Strainer on the discharge point along with provision of Positive Discharge of the effluent into MIDC effluent collection pipeline as per MIDC Circular No. MIDC/Dy. CEO (Env.)/C-37340/2019 dated 02/08/2019.

5. PENALTY AND SAMPLING PROVISIONS

In case of any violation of effluent standards while discharging effluent to collection system by the Member Industry, the MIDC will penalize the Member Industry as per the hydraulic & Chemical load**.** The Contractor shall inform of such violations and penalty to be charged to MIDC so as

to enable MIDC to include the penalty amount , charge the penalty and collect the same from the individual water bills of the Member Industry. The penalty and/or penal charges so levied on the Member Industry shall be paid by the Member industry. The Member industry herewith irrevocably undertakes to pay such penalty charged . The process of levying penalty shall be as under:

(i) Initially, the Contractor/MIDC will give a warning by issuing a notice for improvement in quality of effluent etc. to the Member Industry by giving an 8 days period for improvement. However, in a calendar year the Member Industry shall be entitled for only one such warning. Upon issuance of such warning the Contractor/MIDC shall initiate necessary penal action (as applicable). If improvement is not observed in 8 days, MIDC will charge the penal charges for violation of the inlet parameters as per the penalty clause as and when the same is informed by the Contractor/MIDC and only after producing evidence of issuance of 8 days warning notice to the Member Industry.

(ii) Even after lapse of 8 days from issuance of warning notice, if the Member Industry fails to comply with the inlet parameters /standards, the Contractor/RIA CETP shall request MIDC to stop the water supply of the Member Industry and the Member Industry cannot raise any objection against stopping its water supply due to failure to improve the effluent quality being discharged by it to CETP. Simultaneously, the Contractor/MIDC/RIA CETP shall also inform of the violation by the Member Industry to MPCB to enable MPCB to issue necessary directions under the various laws to the Member Industry while also intimating to MIDC.

(iii) For taking penal action and deciding the parameters / characteristics of discharge of the Member Industry, a vigilance committee comprising one member of the Contractor, one member of MIDC and Local MPCB Office & two members nominated by Industries Association of **Roha** shall be formed, however for taking joint vigilance sample minimum 2 members of the committee are required to be present at the sampling site. The committee shall take joint vigilance sample from outlet of the member industry and test it in the MPCB's laboratory/ CETP Laboratory and the test results will be binding on all the parties and if the test results are not as per consented norms, the Member Industry will be liable to pay penalty charges (as applicable). The Member Industry will have no objection against disconnection of its water supply, if the Member Industry consecutively for 3 months fails to improve the effluent standards up to the desired inlet parameters of CETP and water supply of the Member Industry will be disconnected by MIDC. The water supply will be restored only after the Member Industry produces satisfactory test results of sample jointly taken by the Contractor and Joint Vigilance Committee and tested at CETP's laboratory and pays the Water supply reconnection charges to MIDC. For such testing after disconnection of water supply, the testing charges shall be borne by the operator/ contractor.

(iv) **Sampling procedure:**- While drawing the sample from the outlet of the Member Industry, 2 samples will be drawn and sealed. One sample will be sent to MoEF approved Laboratory and other sample will be analysed in CETP Laboratory. The test results of the sample thus received from the said laboratory will be binding on the Member Industry, however if there is any dispute over analytical results, then analysis shall be carried out in CETP laboratory in presence of member industry by taking a fresh sample.

(v) It is also further agreed by all the parties that the results of any samples collected by MPCB from time to time as a part of their vegilance sampling and informed to MIDC and Member Industry/ CETP contractor will be binding on all parties to the agreement and considered for charging penalty on the Member Industry (as applicable) or issuing notice by the Contractor/MIDC. In case of dispute of results of sample drawn by vigilance committee and results of sample collected by MPCB, the result of MPCB sample shall prevail over the results of sample drawn by vigilance committee and it will be binding on all parties to accept the same and impose the penalty charges accordingly.

(vi) Design inlet standards of CETP are as under:

Sr. No.	Parameters	Unit	Inlet Characteristics of existing CETP	After Rehabilitation works	
				High COD Stream	Low COD Stream
1	pH		Between 5.5-9.0	Between 6.0-9.0	Between 6.0-9.0
2	COD	mg/l	<2500	<3000	< 300

3	BOD, 3 days @ 27ºC	mg/l	<1000	<1000	< 100
4	Oil & Grease	mg/l	--	<50	<10
5	Total Suspended Solids	mg/l	<500	<800	< 75
6	TKN	mg/l	--	<100	< 100
7	TP	mg/l	--	< 20	< 20
8	TDS	mg/l	--	< 4000	< 4000

6. If any Industry located in MIDC Industrial Area which has not become the member of CETP and intends to join the CETP, the following procedure shall have to be followed:

(a) The industry shall submit an application to MIDC. MIDC shall take decision in this matter and reserves its right to decide the application of an industry willing to join the CETP.

(b) MIDC will inform the new member about the membership charges and upon such payment enter into the tripartite agreement for CETP use.

7. CETP daily performance report shall be submitted by the Operator to MIDC and Maharashtra Pollution Control Board, which is the monitoring authority for the operation of the common effluent treatment plant. All responsibilities of observing terms and conditions of consent to establish and consent to operate of the CETP rests with the the Operator and any penalty, fine imposed by Maharashtra Pollution Control Board due to non-performance of the CETP including any penal action initiated will be at risk and cost of party of the CETP Operator. This tripartite agreement for CETP Plant at Roha MIDC area shall be valid up to **31/03/2028.**

8. The CETP contractor shall install online monitoring system at the industrial effluent outlet point in the CETP premises and the analytical results of the parameters as per MPCB consent shall be relayed to CPCB, MPCB and MIDC's server.

9. **Formation of Committees :**

A. Local Grievances Redressal Committee consisting of one officer nominated by MIDC, authorized representative nominated by Contractor, one member nominated by Roha Industries Association amongst members of CETP and one officer nominated by Regional Officer, MPCB Konkan Bhavan, CBD Belapur, Navi Mumbai**,** shall be formed within one month from grant of consent to operate. In case of an existing Consent to Operate Local Grievances Redressal Committee shall be formed within one month from execution of the present agreement. The Local Grievances Redressal Committee shall meet every 3 months and try to resolve any grievances raised by Member Indsutries.The Operator and RIA CETP shall address the issues, if any, raised by the members.

B. Formation of Joint Co-ordination Committee (Technical)

Joint Co-ordination Committee consisting of the representative of the MIDC or the Executive Engineer (Alibaug) so duly nominated by MIDC, authorized technical representative nominated by the Operator, one technical member nominated by Roha Industries Association amongst member of CETP shall be formed.

C. Formation of Joint Vigilance Committee

Joint Vigilance Committee consisting of the Deputy Engineer, Roha as nominated by MIDC, authorized representative nominated by Operator, one member nominated by Roha Industries Association amongst member of CETP and one officer nominated by Regional Officer, **MPCB Konkan Bhavan, CBD Belapur, Navi Mumbai** shall be formed.

10. <u>Indemnity:</u>

MIDC's role in this agreement is that of a facilitator only. It is the responsibility of the Member Industry to discharge the effluent in its outlet as per consent granted by MPCB and as per CETP inlet parameters. The effluent received in CETP is to be treated according to the disposal standards of MPCB by the Contractor as per Consent issued by MPCB. Thus, the responsibility of treatment and compliances at the source rests with the Member Industry and responsibility of treatment and compliances at CETP rests with the Contractor. The Contractor and the Member Industry shall indemnify and hold harmless MIDC from any dispute resulting out of treatment standards and compliances. MIDC shall promptly notify the , Contractor / the Member Industry of any such claims upon receiving notice or being informed of the existence thereof. Upon such notice from the MIDC, the Contractor and the Member Industry shall promptly take such action as may be necessary to protect and defend MIDC against such claims, and herewith undertakes

and indemnifies MIDC against any losses, costs or expenses incurred in connection therewith. MIDC reserves its right to recover such losses, costs or expenses incurred in connection therewith from the Member industry and /or the Contractor.

11. Termination:

If and whenever there shall be a breach of any of the covenants herein contained by the Contractor or the Member Industry, this Agreement can be terminated by MIDC by giving notice of three months in writing to the other parties to this Agreement.

12. Dispute Resolution :

If any dispute or difference arises between the Parties in connection with the validity, interpretation, implementation and/or alleged breach of any term or provision of this Agreement and/or any document related or incidental hereto, and/or otherwise howsoever arising from or in respect of this Agreement and/or any document related or incidental hereto (hereinafter referred to as the "**Dispute**"), the Parties shall endeavor to settle such dispute or difference amicably /by friendly consultation within 30 (thirty) days from the date of occurrence thereof, failing which, the Hon'ble Court in Mumbai shall have the jurisdiction to try and entertain the dispute. The provisions of this clause shall not survive the expiry or termination of the Agreement. This Agreement shall be governed by the laws of India.

13. Counterparts:

This Agreement shall be executed in three counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS ON THE DAY AND YEAR FIRST HEREINABOVE WRITTEN**.**

SIGNED, SEALED & DELIVERED By the

withinnamed Contractor

R&B Infra Project Pvt. Ltd. & Hydroair

Tectonics (PCD) Ltd. (JV), through its

Authorised Signatory, Mr. _____,

Director, pursuant to the authority granted

By the Board Resolution passed by the Board

of Directors dated _____

In Presence of

1)

2)

SIGNED, SEALED AND DELIVERED BY THE

WITHINNAMED Member Industry ---

Shri----------

Proprietor/director/partner of ----------

--------In Presence of

1)

2)

SIGNED, SEALED AND DELIVERED BY

THE WITHIN NAMED FACILITATOR

MAHARASHTRA INDUSTRIAL

DEVELOPMENT CORPORATION

Through its Authorised Signatory

SIGNATURE,STAMP AND SEAL OF CONTRACTOR	**SIGNATURE,STAMP AND SEAL OF THE MEMBER INDUSTRY**	**SIGNATURE,STAMP AND SEAL OF MIDC**

Executive Engineer, MIDC Division, Alibaug
has set his/her hand/have set their
respective hand/have caused its
common seal to be affixed.

Shri. _____

In the presence of

1)

2)

SIGNATURE,STAMP AND SEAL OF CONTRACTOR | SIGNATURE,STAMP AND SEAL OF THE MEMBER INDUSTRY | SIGNATURE,STAMP AND SEAL OF MIDC

Annexure-VII

Item No. 01 Court No. 1

BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI

Original Application No. 510/2019

(With report dated 31.01.2020)

Aditya Singh Chauhan Applicant(s)

Versus

State of Gujarat Respondent(s)

Date of hearing: 06.02.2020

CORAM: HON'BLE MR. JUSTICE ADARSH KUMAR GOEL, CHAIRPERSON
HON'BLE MR. JUSTICE S.P WANGDI, JUDICIAL MEMBER
HON'BLE DR. NAGIN NANDA, EXPERT MEMBER
HON'BLE MR. SIDDHANTA DAS, EXPERT MEMBER

For Applicant(s): Mr. Aditya Singh Chauhan
For Respondent(s): Ms. Nidhi Jaswal, Advocate and Ms. Manyaa Chandok, Advocate for GPCB

ORDER

1. A report was sought from the State Pollution Control Board (SPCB) with reference to the allegation that CETP, Narol, Ahmedabad was discharging untreated effluents into Sabarmati river, adversely affecting the environment and the inhabitants. The CETP is operated by M/s Narol Textile Infrastructure and Enviro Management.

2. Thereafter, the matter was considered on 15.11.2019 in the light of the report submitted by the GPCB that the CETP was not meeting the parameters, causing pollution of Sabarmati River. In view of the said report, the Tribunal directed recovery of compensation, reduction of pollution load by decreasing capacity of the units contributing to the

pollution and to take further remedial steps. Observation of this Tribunal are:

> *"2. The report filed by the Gujarat Pollution Control Board (GPCB) acknowledges that the CETP is not meeting the parameters. The units connected to CETP are engaged in processing of cotton and blended fabrics, denims and synthetic textiles which are sending partially treated effluents through underground pipeline. The effluents are discharged into Sabarmati river after treatment by CETP but the 2 outlet norms are not met as the CETP does not have adequate capacity. The SPCB assessed compensation of Rs. 70 lakhs for noncompliance in the form of encashment of bank guarantee which was furnished but the conditions of the guarantee were not fulfilled. CETP has taken certain steps and the direction for achieving the norms have been issued but inspite of such steps, CETP continues to exceed the prescribed norms till date.*
>
> *3. In view of above, following earlier orders of this Tribunal in O.A. No. 125/2018, Arvind Pundalik Mhatre Vs. Ministry of Environment and Forest &Climate Change &Ors. and O.A. No. 95/2018, Aryavart Foundation Vs. M/s Vapi Green Enviro Ltd. &Ors., we direct that apart from recovering compensation for the damage to the environment so as to recover cost of restoration on 'Polluter Pays' principle, the SPCB must reduce the pollution load by proportionately decreasing the capacity of the units contributing to said pollution. We are informed that there are 120 member industrial units. The SPCB may ensure that the load is reduced in such a way that the CETP outlets achieve the norms. The quantum of compensation should be as per laydown norms and quantum of bank guarantee for future should also be on that basis. The capacity may be restored once remedial steps are taken so as to ensure that outlet of CETP achieve the laid down norms. For the past non-compliance, let the joint Committee of CPCB and GPCB assess the environmental compensation and file a report. The nodal agency will be the GPCB for coordination and compliance.*
>
> *4. Let a further compliance report be filed by the SPCB by 31.01.2020 by e-mail at judicial-ngt@gov.in."*

3. In view of the above, the GPCB has filed its report on 31.01.2020 as follows:

> *"The environmental compensation for the past non-compliance as per the formula prepared by CPCB is* ***EC = PI x N x R x S x LF****. (Where, EC-Environmental Compensation in Rupees, PI-Pollution Index of the Industrial Sector, N-Number of days the violation has taken place ,R-Factor of EC in Rupees, S-Factor for scale of operation of industrial unit, LF-Location Factor). The formula is given in the order dated 19.02.2019 of Hon'ble NGT in OA No.*

593/2017 (Paryavaran Suraksha Samiti & Anr Vs Union of India).

The calculation of ***environment compensation for period of 06.09.2017 up to 22.11.2019,*** *calculated jointly by CPCB and GPCB using the above-mentioned formula and amount is* ***Rs. Rs. 3,63,60,000/(Rs. Three Crore Sixty Three Lakh and Sixty Thousand Only). The detail report with appendix 1 to 5*** *is enclosed herewith as per* ***Annexure A.***

In compliance to the Hon'ble NGT order dated 15.11.2019, GPCB has directed the CETP Narol vide its order dated 13.12.2019, to reduce waste water quantity to 23 MLD against sanction CCA quantity 100 MLD to achieve out let norms. The Copy of the GPCB order dated 13.12.2019 is enclosed herewith as per ***Annexure B.***

Subsequently the GPCB has carried out monitoring of CETP on 19.12.2019, 30.12.2019, 13.01.2020 and 25.01.2020. The results of samples collected during these visits are as under:

NTIEM CETP-NAROL										
Norms	BOD		COD		NH3-N		pH		SS	
Date	Inlet	Outlet	Inlet	Outlet	Inlet	Outlet	Inlet	Outlet	Inlet	Outlet
Limit->	***500***	***30***	***1200***	***250***	***50***	***50***	***6.5-8.5***	***6.5-8.5***	***300***	***100***
19.12.2019	280	167	847	472	46.48	54.82	7.05	7.48	476	78
30.12.2019	388	72	953	**232**	55.71	**42.06**	7.23	**8.01**	450	**84**
13.01.2020	209	66	520	**204**	30.41	**27.16**	6.98	**7.94**	218	**44**
25.01.2020	277	45	1031	**158**	52.75	**31.58**	6.83	**7.65**	500	**74**

Analysis reports of the last three visits show that the CETP is meeting with pH, COD, Ammonical Nitrogen and Suspended Solid parameters. *However, the remaining norm of BOD which is not within the parameters, will most likely be met by March 2020. This is as per the action plan submitted by the CETP to GPCB in furtherance of the GPCB notice dated 13.12.2019. The action plan submitted by the CETP to GPCB is annexed herewith as* ***Annexure C.***

During above mentioned visits of the CETP by GPCB, it has been found that the waste water received by the CETP has been reduced from 100 MLD to around 60 to 65 MLD. To ensure that the order of this Hon'ble Tribunal is complied with in its letter and spirit, GPCB visited the member industries and found that they were discharging waste water more than the CCA quantity.

Therefore, appropriate action has been initiated by GPCB against defaulting industries. Copy of Show cause notices, Notice of Directions and Closure directionare collectively annexed herewith is as per ***Annexure D."***

4. We asked learned Counsel for GPCB why compensation has been assessed only upto 22.11.2019 while the violations are still continuing. We also find why the factor of environmental compensation has been taken to be 250 while the formula applied stipulates the factor to be between Rs. 100-500 depending upon the nature of the industry. [1]In the present case, the majority of industries are in 'red' category and CETP itself is 'red' category and thus, while 250 may be normal factor, present fact situation may require the factor to be higher.

5. In view of the above, it is necessary that a joint Committee of CPCB and GPCB reviews the compensation.

6. Since the units who have discharged load beyond permissible limit may also be liable to pay compensation. Though, action is said to have been taken in the manner mentioned in annexure B to D to the report, compensation has not been recovered from the units found to be violating the norms.

7. In view of above, let further action taken report be furnished jointly by CPCB and GPCB by e-mail at judicial-ngt@gov.in before the next date.

Copy of this order be sent to CPCB and GPCB by e-mail.

[1]Ris a factor in Rupees, which may be a minimum of 100 and maximum of 500. It is suggested to consider R as 250, as the Environmental Compensation in cases of violation.

List again on 30.04.2020.

Adarsh Kumar Goel, CP

S.P Wangdi, JM

Dr. Nagin Nanda, EM

Siddhanta Das, EM

February 06, 2020
Original Application No. 510/2019
AK

Annexure-VIII

RIA - CETP

CO - OPERATIVE SOCIETY LIMITED

(Regn. No. RGD/RHA/GNL/(0)904/94 dtd 7.9.94)

RIRC Bldg., Plot No. 6, M.I.D.C. Dhatav, Roha - Raigad - 402 116.

Tel. : 02194 - 263599, Fax : 264594 Email : riacetp@gmail.com

15th May 2023

To,

The Regional Officer, Raigad,
Maharashtra Pollution Control Board,
6th Floor, Raigad Bhavan, CBD Belapur,
Navi Mumbai 400 614.

Sub : Operation of RIA-CETP at Roha and Original Application No. 58 of 2022 (WZ) pending before the Hon. NGT, Pune.

Dear Sir,

You are aware that the afore mentioned Original Application is pending before the Hon'ble National Green Tribunal, Western Zone Bench at Pune. With regards to the same we would like to place certain aspects for your consideration :

1. The RIACETP at Roha has been handed over to MIDC with effect from 01st February 2020. MIDC manages and operates through its appointed OperatorM/s. R&B Infra Projects Pvt. Ltd. Hydroair Tectonics (PCD) Ltd. (JV).

2. During the course of the hearing, it was informed that the upgradation of the CETP will still take time and will be operational fully on 30th April 2023. It was also informed that the data of the defaulting industries is not being provided by RIACETP. We hereby state and intimate you as below :

   a) The Sampling and Analysis is done in our Inhouse lab run by RIACETP organization for our internal purpose of billing the members. The procedure of sampling and analysis may not be as per the legal provisions set under the applicable water act or any other legal provisions. Hence the legal applicability of our results and data is not legally valid. This data could be shared only if it has legal applicability and can be relied upon. Hence this data is not shared by RIA-CETP. We seek your clarification towards legal applicability of our such Data.

   b) CETP Was formed under the Maharashtra Co-Operative Societies Act, 1960. The objects of the Society are to ensure smooth management and operations of the CETP. The objects do not entrust the power to CETP to identify the defaulting units and the mechanism to identify them and intimate to MPCB.

RIA - CETP

CO - OPERATIVE SOCIETY LIMITED

(Regn. No. RGD/RHA/GNL/(0)904/94 dtd 7.9.94)

RIRC Bldg., Plot No. 6, M.I.D.C. Dhatav, Roha - Raigad - 402 116.

Tel. : 02194 - 263599, Fax : 264594 Email : riacetp@gmail.com

c) The Member Industries have connected their ETP outlet to SCADA & OCMS servers to the online portals of MPCB & CPCB. Hence the data is available online also.

In view of above we feel that your good office being the monitoring authority under law and in possession of the data, and with mechanism and power for identifying defaulting Industries; we strongly feel that it should be shared by you only.

3. Secondly, if on the basis of the Committee Report, the NGT/ Board recommends imposition of the penalty, in that case we request you to afford us an opportunity of hearing and not to proceed unilaterally. We also request that the member industries may also be heard with the relevant records before such recommendation of penalty in line with the principles of natural justice.

4. We also request to share with us the Committee Report / Data.

Thanking you,

For RIA-CETP Co. Op. Soc. Ltd.,

R.I.A. CETP CO-OP. SOC. LTD. MIDC ROHA

D.G. Nandgaonkar,
Executive Director.