

BEFORE THE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH AT NEW  
DELHI

**ORIGINAL APPLICATION NO. 393 OF 2022****IN THE MATTER OF:**

ASHISH KUMAR DWIVEDI

....APPLICANT

VERSUS

STATE OF U.P. AND OTHERS

....RESPONDENTS

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**Place:** New Delhi**Date:** 24.04.2023**FILED BY:**  
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**AFFIDAVIT IN REPLY ON BEHALF OF THE  
RESPONDENT, SHRIKANT GUPTA, TO THE JOINT  
INSPECTION REPORT/ ADDITIONAL OBSERVATION  
OF CPCB DATED 11.11.2022**

I, Shrikant Gupta, son of Shri Prakash, aged about 48 Years, Resident of 146 Kailash Residency Galla mandi Road, Jhansi, Uttar Pradesh-284002, do hereby state on solemn affirmation as under:

1. That the deponent is the proprietor of Respondent, M/s Shrikant Gupta, and as such he is fully aware and well conversant with the facts and circumstances of the present case and hence competent to swear the present affidavit.
2. That the present OA has been filed by the Applicant seeking a relief of direction to the Respondent Authorities to take action against the illegal mining activities carried out in the District Hamirpur around the river Betwa, Yamuna and Ken by the answering Respondent.



3. That it is submitted that the answering Respondent was granted the EC on 12.12.2019 and pursuant to the same a 5 years lease was executed in his favour for mining of sand/ morrum at river Betwa in khand no. 24/13 at vill. Chikasi Tehsil Sarila, District Hamirpur for area of 36.437 hectare on 02.01.2020 for a yearly production of 7,28,640 m3.
4. That the lease area of 36.437 hc. was subsequently revised in 2021 and the area was reduced to only 14 hct. as there was Bundelkhand Expressway Bridge passing through the sanction area. Thus, the overall production of 7,28,640 m3 was also reduced to 2,79,962 m3 only. That the total amount of royalty paid/ payable by the answering Respondent to the State Government is Rs. 89.50 crore approx. and at the time of execution of the lease agreement he has paid a stamp duty to the State Government of Rs. 1.78 crore approx. ✓
5. That in consideration of the OA filed by the Applicant by order dated 26.05.2022 this Hon'ble Tribunal has called for a report from a joint inspection committee constituting of representatives of Director, Mining and Geology, Government of U.P., CPCB, UPPCB and District Magistrate Hamirpur. ✓
6. That the aforesaid joint committee constituted by this Tribunal has filed a report of joint inspection dated 11.11.2022. In the said report in para 10 and 11 the observations are recorded wherein the allegations made by the applicant in the OA has been inspected and report in respect of that has been submitted. ✓



7. That the joint committee made field visits on 04/05.08.2022. During the time of visit the committee found that mining operations were not in operation by answering Respondent. As evident from no. 7 of the joint committee report it took into consideration all the grievances of the Applicant and, thereafter, on basis of its site visit submitted the following report: —

a. In respect of allegation of illegal sand mining activities being carried out the district Administration has issued a show cause notice to the answering Respondent. It is submitted that the answering Respondent has commenced the operations only after grant of EC. No operation activity is carried out violating or breaching the condition of EC. The absence of valid consent before the commencement was only due to the fact that the answering Respondent was under impression that EC was sufficient to commence the operation and consent was a part of the said EC in light of the GO issued by CPCB dated 02.11.2018 providing for one step approval of consent with the EC. However, subsequently a consolidated consent was obtained on 14.12.2022 valid till 31.12.2023. —

b. In respect of the mining activities being carried on in violation of the Tribunals order and applicable laws by use of mechanized processes it was not found to be proved. —

c. In Respect of sand extraction being done from the middle of the river it was found that no sign of such extraction of sand from the middle of the river —



appeared. Hence, the said allegation was also found to be false and not proved.

- d. The allegation of mining being done in area beyond the sanction lease was also found to be incorrect. The Joint Committee found the mining to be carried out in the area sanctioned and demarcated in their favour with help of permanent points mentioned in the map. —
- e. In respect of allegation of exploitation of the forest area for mining without any forest clearance it was found that no forest area of land was part of the mining lease and the lease have been granted after obtaining NOC from the forest department. It was further stated that no such complaint of mining in forest area was received with the forest department. It is further submitted that the said allegation is also belied from the fact that in point no. 4 it was clearly found that no mining is carried out in area beyond the sanctioned and demarcated area. —
- f. The allegation pertaining to digging being done till water erupts from the ground was also found to be unsubstantiated by the joint inspection committee at the time of visit of the area. Hence, the said allegation was also found to be false. —
- g. Regarding the allegation of bridges and ways being made across the river obstructing the same the joint committee did not find any such proof and the allegation was found to be unsubstantiated. —



- h. Allegation of change in co-ordinates by mining department without issuance of modified lease in absence of EC it was again reiterated that mining was done in the sanction area demarcated as per the mining lease with the two permanent points mentioned in the map. ✓
- i. No proof of mining being done beyond the shore of the river bed extending upto neighbouring agricultural land was found against the answering Respondent.
- j. The allegation of harm and damage to the river bed and its surrounding effecting the overall ecology and the environment was not found to be proved. ✓
- k. Regarding allegation of plantation and CSR it was stated that lease-holders including the Answering Respondent also contribute towards the plantation known as "Sundar Van" and also distributes clothes, blankets, food to nearby persons as per CSR. ✓
8. That, thereafter, certain recommendations were made by the joint committee in para no. 11 of the joint inspection report. From the perusal of the joint inspection report it is clear that no illegal mining is being carried out by the answering Respondent at or near the place of its mining lease. ✓
9. That the said report is duly signed by four members of joint inspection committee, however, the representative of the CPCB, Rajendra D. Patil Scientist-D partially agreed with the observations of joint committee in para no. 10 and 11, however, made some additional observation in a separate report. ✓



10. That in additional observations of representative of CPCB allegations of illegal mining and violations of EC are made contrary to the observations recorded by the joint inspection committee in its report which is partially accepted by the said representative. However, it is submitted at the outset that observations of representation of CPCB are misleading and being not based on records and deserves to be rejected.
11. That most of the additional observations in report of the representative of CPCB are based on the google/ satellite imagery. The representation of CPCB has not based his observations on actual site visit. The illegal activity carried out cannot be presumed against the answering Respondent merely on basis of satellite imagery which does not conclusively establishes the factum of allegations. The additional observations is based on the sole opinion of the representative of the CPCB which is not endorsed by any other member of joint committee lending their trust and authenticity to the report. The additional observations are not endorsed even by the UPPCB which was directed to be the Nodal agency to co-ordinate and comply with the direction to uphold its authenticity. —



11. That the issue wise reply to each of the additional observation is as under :

a. **Issues relating to the cluster mining :**

- (i) At the outset it is submitted that that no allegations of cluster mining was raised in the OA on behalf of the Applicant. The joint inspection committee in para no. 7 of its report has already summarized the allegations in —

the OA which was accepted by the representative of CPCB.

- (ii) It is however, submitted that the answering Respondent was granted EC on 12.12.2019 on the basis of the cluster certificate issued by the District Mining Officer, Hamirpur vide letter No. 1089/ Kanij-MMC-30-Vividh (2019-20), Hamirpur dated 28.08.2019. Thus, there is no case of violation of EC conditions by the answering Respondent pertaining to cluster mining. ✓
- (iii) It is mentioned in the additional observations itself in para 1.2.3 that in the concerned cluster certificate only one project is mentioned within 500 meters. The cluster certificate being issued by the District Mining Officer, Hamirpur on basis of its record, the answering Respondent cannot be held to be in violation for the same as it applied for EC on the basis of the certificate issued to him. —
- (iv) The representative of CPCB has relied upon cluster certificates of earlier dates which were not considered in grant of EC. Hence, there is no illegality committed in obtaining EC. ✓
- b. Issues related to mismatching of co-ordinates of the lease area : ✓
- (i) At the outset it is submitted that no such grievance was raised by the Applicant in the OA. However, it is submitted that there is no mismatch of co-ordinates of lease area of the answering Respondent. It is pertinent ✓



to mention here that para 2.4 of the additional observation itself states that:

*2.4 The Mining Officer informed that the lease areas have been identified only through the Khand number and the GPS coordinates were not mentioned in the LOI. The lease areas have been allotted on the basis of the identified khand numbers*

- (ii) The EC itself provides that precise mining area will be jointly demarcated the site by the PP and officials of the mining/revenue department before starting the mining operations. Thus, mismatch of coordinates is not material as the mining operations were started only after the demarcation on site by the answering Respondent and the officials of the mining/revenue department. ✓

**c. Issues related to in-stream mining :**

- (i) No in-stream mining is found to be carried out by the answering Respondent. The additional observation does not mention any such operation to be carried out by the answering Respondent. ✓

**d. Issues related to excess mining and use of heavy machinery :** ✓

- (i) At the outset it is submitted that no allegation of excess mining was raised in the OA and no report was called upon by this Tribunal on said issue. However, it is submitted that the observation itself is based on limited



data and not complete data. Hence, it is misleading and not reliable. —

(ii) It is further submitted that the answering Respondent is allowed to mine a total of 2,79,962 m<sup>3</sup> of the sand yearly in total no. of 275 days. A daily production table at Annexure No. 4 produced in the additional observation of the representative of CPCB shows that as against the allowed annual total production the answering Respondent has mined only 2,07,442 m<sup>3</sup> of sand in total of 159 days out of 275 days from 02.01.2022 to 30.06.2022 in the entire year. Thus, the answering Respondent has not made any excess mining in violation of the EC conditions merely on basis of daily excess production on some days. —



(iii) It is further submitted that the chart at Annexure No. 4 will show that the daily production capacity got breached mainly from on three dates in month of May and June. The reason behind the same is that with the on-set of summer as the water in river stream starts to dry up the labour gets a larger area to carry out extraction of sand as against in the earlier months when the river banks is comparatively small. Hence, the mining is carried out at the extended area within the lease and the threshold of the depth of mining of 3m is not breached. —

(iv) It is also submitted that its is not feasible to continue mining for the entire 275 days as allowed as there are days when the mining is to be stopped for the reason of festivals, local restrictions, VIP movements etc. Thus, —

there is no excess mining. Except standalone three instances of breach of daily limit by the answering Respondent there is no breach of mining limit by the answering Respondent. ✓

- (v) The representative of CPCB has wrongly presumed use of heavy machinery only on basis of the high rate of daily mining is incorrect. A perusal of the daily production chart at Annexure 4 shows that on most of the dates the answering Respondent has not been able to extract sand for the sanctioned capacity of 2560 m<sup>3</sup> only. Hence, use of heavy machinery on basis of few incidents of breach of daily limit is fallacious, misleading and unsubstantiated. —



e. **Issues related to mining in agriculture and forest land :**

- (i) The lease area allotted to the answering Respondent does not forms part of any agriculture land or forest land. ✓

f. **Issues relating to illegal mining :**

- (i) The answering Respondent denies the observation of the representative of CPCB pertaining to the illegal mining by him as suggested in para 6.3.3 of the report. The said observation is admittedly based on google satellite imagery and not on physical verification of the area. A perusal of the google imagery annexed with the additional observation at Annexure no. 5 would show that no clear finding could be made on the basis of the ✓

imagery for illegal pits as the same does not show any pits. ✓

(ii) It is pertinent to mention that most of the imagery is on scale of 1 to 300 m or more. On such scale of map imagery it is impossible to find pits in river bed. On the said scale an object which is 1m in size on map would be actually 300 m. Hence, the google imagery used by the representative of CPCB does not provides correct picture of the area. ✓



(iii) The representative of CPCB has himself observed at per no. 6.3.6 that it needs to be further verified physically through the concerned agencies. Apart from the additional observation that the pits may not be possible considering the replenishment during the monsoon season. Hence, the said additional observation are unreliable and ought to be rejected. ✓

**g. Compliance of EC Conditions/ consent conditions/SSMG 2016 and EMGSM 2020:**

(i) The answering Respondent has complied with all the conditions of the EC as stipulated therein. However, so far as the requirement of consent under the Water Act the answering Respondent being under misconception that the same was granted with the EC as in column no 31 of the EC the water requirements were recorded. Moreover, as the answering Respondent relied upon the GO dated 02.11.2018 issued by CPCB remained under impression that no separate consent is required. ✓

However, subsequently the consolidated consent was applied in and obtained on 14.12.2022.

- (ii) The said consent under the water act was applied and the fee has been paid for the same and the same was granted on 14.12.2022 to the answering Respondent. The failure on part of the answering Respondent to obtain the consent is not an illegally but mere irregularity and the EC ought not be deemed to be cancelled for the ground of irregularity. ✓
- (iii) The conditions stipulated under EC as well as consent under Water Act are primarily similar as the EC itself mentions that *“the above stipulated conditions will be in force inter- alia under the provisions of the Water (Prevention and Control of Pollution) Act 1974, the Air (Prevention and Control of Pollution) Act 1981, the Environmental Protection Act 1986, the Public Liability Insurance Act 1991 along with their amendments and rules made there under and also any other orders passed by the Hon’ble Courts of law relating to the subject matter.”* Thus, absence of the consent shall not by itself be taken to be an illegality. A true copy of the consolidated consent obtained by the answering Respondent on 14.12.2022 is **ANNEXURE CA-1.** ✓
- (iv) There has been no penalty issued against the answering Respondent for any overloading of vehicles and vehicular emissions is also kept under the control. There is no concealment done by the answering Respondent of any data or material or false or ✓



fabricated material is mentioned. True and correct data regarding the daily production is made available to the respective authorities. ✓

(v) Regarding the green cover development and tree plantation the answering Respondent has done the plantation in the area of his lease and around. The observation of the representative of CPCB that no plantation was observed along side the approach is incorrect and unreliable as the entire report is based on satellite imagery where from plantation cannot be observed. In addition to the aforesaid plantation work the answering Respondent has also contributed towards plantation in "Sunder Van" in District Hamirpur. ✓

(vi) It is pertinent to submit here that the answering Respondent has made following plantations till end of FY 2023 : ✓

Plants/ trees	2020-21	2021-22	2022-23
Sheesham	150	300	200
Neem	100		-
Sagwan	100		-
Kanji	150	200	100
Kachnar	50	150	-
Chilbill	-	-	150
Mahua	-	-	100



Pakad	-	-	150
Peepal	-	-	200
Gold Mohar	-	150	-
Arjan	-	100	-

(vii) Apart from the above the answering Respondent has also spent a considerable amount in planting and water the seeds. Therefore, the observations made against the answering Respondent by the representative of CPCB are baseless. ←



(viii) The answering Respondent has not violated any of the SSGM or EMGSM Guidelines. The answering Respondent has regularly followed each and every condition of the EC and aforesaid guidelines and is still ready and willing to abide any term as may be imposed. ←

**i. Status of CSR and CER :**

(i) The answering Respondent carried out CSR and CER as per the conditions in the EC and has not only contributed towards the plantation in "Sunder Van" in District Hamirpur but have is also providing the free food, blankets, clothings to the to the needy persons. The Additional observation of the representative of the CPCB are misleading and contrary to the observation of the joint committee. ←

(ii) In respect of the CSR/CER the answering Respondent is required to spent a total of 2% of the entire project cost of sand and morrum extraction from Khand no. 24/13 in vill. Chikasi, Hamirpiur. The total project cost if Rs. 23,70,25,000/- The answering Respondent is obliged to spent a total of Rs. 47,40,500 towards the CSR/CER activities during the entire period of lease. From the FY 2020-21 to FY 2022-23 the answering Respondent has spent a total of Rs. 43,86,000 towards the CSR and CER activities.

(ii) Broadly details of expenditure incurred by answering respondent is tabulated as under :

FY 2020-21

Particulars of Expenses	Amount (approx.)
Temple construction and bhandara	1,15,000/-
Cultural activities in vill.	65,000/-
Fodder in gaushala	70,000/-
Installation and repairing of hand pumps	40,000
Assistance to girls in wedding from poor family	70,000/-
Blankets and clothes distribution	1,20,000/-
Plantation and water	70,000/-



sprinkling	
Sprinkling of water on haul roads	1,50,000/-
Social work	1,00,000/-
Bonfire in winter	65,000/-

For ready reference of this Tribunal some of bills and payment vouchers for FY 2020-21 in respect of the expenditure as stated above is ANNEXURE CA-2.

FY 2021-22

Particulars of Expenses	Amount (approx.)
20 quintal of iron and 4 dumper of gitti to Jai Bhola Samiti of vill. Chikasi for construction of shiv temple.	2,05,000/-
300 bags of cement and 20,000 bricks to Jai Bhola Samiti of vill. Chikasi for construction of shiv temple.	2,35,000/-
Mahashivratri bhandara, community wedding and	2,11,000/-



social & cultural event.	
Bhandara and food distribution of poor during festivals.	1,21,000/-
Contribution to Bediya Baba Ashram for community wedding and food distribution.	1,65,000/-
Financial assistance to the family of poor girls for wedding along with providing of necessary gifts to the families.	2,21,000/- & 2,35,000/-
Blankets and clothes for poor and bonfire during winters	1,50,000/-
Plantation and water sprinkling	95,000/-
Social work	95,000/-



For ready reference of this Tribunal some of bills and payment vouchers for FY 2020-21 in respect of the expenditure as stated above is **ANNEXURE CA-3.**

FY 2022-23



For ready reference of this Tribunal some of bills and payment vouchers for FY 2020-21 in respect of the expenditure as stated above is ANNEXURE CA-4.

**j. Environmental Compensation :** ✓

- (i) In case of *Deepak Nitrite Ltd. v. State of Gujarat reported in 2004 (6) SCC 402* the Hon'ble Supreme Court has held that "*There has to be a finding that there has been degradation of environment or any damage caused to any of the victims by the activities of industrial units and then certainly damages have to be paid. Court remanded the matter to High Court to examine the aspect of damage to environment and/the people, as the case may be, and thereafter to decide appropriate compensation to be awarded.*" ✓
- (ii) However, in subsequent decision in *M.C. Mehta vs. Union of India & Others reported in (2004) 12 SCC 118* this Court considered the aforeisaid judgement in case of Deepak Nitrite and held that the decision in the Deepak Nitrite cannot be said to have laid down a proposition that in the absence of actual damage to environment by the offending activities, payment for repair on the application of 'polluter pays' principle cannot be ordered. ✓
- (iii) Therefore, natural corollary that flows is that in absence of any actual damage to the environment an environment compensation equal to the repair of the damage cannot be levied. ✓



- (iv) The representative of the CPCB has made an assessment for environment damage based on a mechanical formula only considering that the EC to be deemed cancelled on the very commencement of the operation by the answering Respondent in absence of valid consent. However, no ascertainment is done as to the actual damage alleged caused merely by an irregularity of nont obtaining the consent. ✓
- (v) Even the calculation is based on conjectures and surmises and is far from the actual data. The answering Respondent has started the mining operation from 09.01.2020 only and was in the third year of its mining activity. However, the calculation is done for the entire period of five years of the lease of answering Respondent. ✓
- (vi) Answering Respondent is engaged in activity of wherein it has directly indirectly employed a sufficient number of skilled and unskilled labours. The answering Respondent pays an annual 12.29 crore (approx.) of royalty to the State Government which is incread 10% every year for five years. The Hon'ble Supreme Court in **M/s Pahwa Plastics Pvt. Ltd. v. Dastak NGO** has held against shutting done a commercial unit employing large no. of workers, only for the reason of ex post facto EC. Though in present case the EC was present but imposing of penalty as recommended by the representative of the CPCB due to non availability of valid CTO would force the the answering Respondent to shut down the entire project ✓



causing huge loss of employment, income and revenue to the state and all the stake holders.

(vii) There are no such activity carried out by the answering Respondent wherein there is a discharge of sewage or trade affluent. The operations carried out by the answering Respondent are more in nature of collecting the sand and transporting to other place. Hence, absence of valid consent under Water Act was could not be regarded as an illegality of such a grievous nature entailing imposition of such a high compensation on basis which does not sought to achive the purpose for which it is employed. Thus, the methodology of determination of environment compensation by the representative of CPCB is incorrect and ought to be rejected. ✓



(viii) The representative of CPCB has not only employed an incorrect method but has also based the calculations on figures based on its own assumptions. The market value taken in calculations has not basis and the PV calculated for the entire period of 5 years of lease in advance is also incorrect. Thus, the calculation methodology of representative of CPCB being based on presumptions and assumptions should not be accepted. ✓

12. The additional observations of the representative of CPCB are not based on actual data and the source of data is also not clear. The use of google/ satellite imagery and use of limited data is not safe to be relied upon against the answering Respondent to conclude any violation of the EC ✓

or any other environmental laws. While the joint committee has conducted the spot inspection of the area and has not found out that any allegations as made in the OA.

- 13. That in addition to the aforesaid submission the answering Respondent also submits that the OA filed by the Applicant is not based on true and correct facts and the same is filed on basis of twisted facts. The photographs annexed with the OA does not suggest any mining excavation using heavy machines. The use of machines for loading the mined sand to the trucks from the stock collected is not mining using heavy machines.
- 14. That the for the aforesaid reasons the additional observation of the representative of CPCB ought not to be given credence by the Hon'ble Tribunal. The joint inspection committee has made the site visit and already penalties as per law have been leived against the answering Respondent for any violation found.
- 15. That the documents attached at Annexures to this affidavit are true copies of their respective originals.



*Shrikant*  
**DEPONENT**

**VERIFICATION**

I, the deponent above named, do hereby verify that the contents of my above affidavit are true and correct to the best of my knowledge and belief and legal advice believed to be true by me. I state that nothing material has been concealed therefrom.

Verified at KANPUR on this 24 day of April, 2023.

Serial No. 2  
 Certified that the foregoing statement  
 was made before me this day at 12:15  
 by Shrikant Gupta  
 to whom the contents of this affidavit  
 have been read and explained & he has  
 verified by Shree [Signature]

*Shrikant*  
**DEPONENT**

*[Signature]*  
24/4/23  
**Deputy Commissioner Kanpur**



### Uttar Pradesh Pollution Control Board

Building. No TC-12V Vibhuti Khand, Gomti Nagar, Lucknow-226010

Phone:0522-2720828,2720831, Fax:0522-2720764, Email: info@uppcb.in, Website: www.uppcb.com

171643/UPPCB/Banda(UPPCBRO)/CTO/both/HAMIRPUR/2022

Date: 14/12/2022

To,

M/s

**SHRIKANT GUPTA**

**Khand No. 24/13, Village - Chikasi, Tehsil - Sarila, District - Hamirpur,  
Uttar Pradesh, HAMIRPUR, 210430**

**Application Id-  
18878582**

**Consolidated Consent to Operate and Authorisation hereinafter referred to as the CCA (Consolidated Consent & authorization) (Fresh) under Section-25 of the Water (Prevention & Control of Pollution) Act, 1974 and under Section-21 of the Air (Prevention & Control of Pollution) Act, 1981**

CCA is hereby granted to **SHRIKANT GUPTA** located at **Khand No. 24/13, Village - Chikasi, Tehsil - Sarila, District - Hamirpur, Uttar Pradesh, HAMIRPUR, 210430**. subject to the provisions of the **Water Act, Air Act** and the orders that may be made further and subject to following terms and conditions :-

1. This CCA **SHRIKANT GUPTA** granted for the period from **14/12/2022 to 31/12/2023** and valid for manufacturing of following products.

S No	Product	Quantity	Unit
1	Sand/Morrum	728640	Cubic Meters/Year

**2. Conditions under Water(Prevention and Control of Pollution) Act -1974 as amended :-**

(i) The daily quantity of effluent discharge (KLD) :-

Kind of Effluent	Quantity(KLD)	Treatment facility	Discharge point
<b>Domestic</b>	<b>1 KLD</b>	<b>Septic Tank</b>	<b>Soak Pit</b>

(ii) Trade Effluent Treatment and Disposal :-The applicant shall operate Effluent Treatment Plant consisting of primary/secondary and tertiary treatment as is required with reference to influent quantity and quality.

In case of stoppage of functioning of ETP, production has to be stopped immediately and this Board has to be intimated by fax/phone/email with a report in this regard to be dispatched immediately.

(iii) The treated effluent shall be recycled to the maximum extent and should be reused within the premises for gardening etc. Quality of the treated effluent shall meet to the following general and specific standards as prescribed under Environment (Protection) Rules, 1986 and applicable to the unit from time-to-time :-

#### Industrial Effluent Quality Standard

S.No.	Parameter	Standard
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(iv) Sewage Treatment and Disposal :- The applicant shall provide comprehensive STP as is required with reference to influent quantity and quality. In case of stoppage of functioning of STP, production has to be stopped immediately and this Board has to be intimated by fax/phone/email with a report in this regard to be dispatched immediately.

) The treated sewage shall be reused in gardening as far as possible. The STP shall be maintained continuously so as to achieve the quality of the treated sewage to the following standards.

S No.	Parameters	Standards
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### 3. Conditions under Air (Prevention and Control of Pollution) Act -1981 as amended :-

i) The applicant shall use following fuel and install a comprehensive control system consisting of control equipment as required with reference to generation of emissions and operate and maintain the same continuously so as to achieve the level of pollutants to the following standards.

#### Air Pollution Source Details

S No.	Air Pollution Source	Type of fuel	Stack no	Control Device	Height of Stack
1	Dust emission during manual mining, transportation and loading/unloading of Sand/Morrum.			Particulate Matter	water sprinkling system and Green Belt for controlling dust emission.

#### Emission Quality Standards

S No.	Stack no	Parameters	Standards
1		Particulate Matter	Ambient Air Standard as per E(P) Act 1986.

In case of stoppage of functioning of air pollution control equipment, production has to be stopped immediately and this Board has to be intimated by fax/phone/email with a report in this regard to be dispatched immediately

(ii) The unit will not use any type of restricted fuel.

iii) Noise from the D.G. Set and other source(s) should be controlled by providing an acoustic enclosure as is required for meeting the ambient noise standards for night and day time as prescribed for respective areas/zones (Industrial, Commercial, Residential, Silence) which are as follows :-

Day time : from 6.00 a.m. to 10.00 p.m., Night time: from 10.00 p.m. to 6.00 a.m.

Standards for Noise level in db(A) Leq	Industrial Area		Commercial Area		Residential Area		Silence Zone	
	Day Time	Night Time	Day Time	Night Time	Day Time	Night Time	Day Time	Night Time
	75	70	65	55	55	45	50	40

### 4. Essential documents to be submitted by the Industry/Unit as Applicable :-

(i) Environment Statement in Form-V of Environment (Protection) Rules, 1986.

(ii) Quarterly compliance report of the CCA, photograph of ETP/APCs/Waste Storage Area.

Competent Authority reserves the right to change/modify/add any time any condition of this CCA.

Unit has to comply with the following specific & general conditions. Non compliance of any provision of this CCA and provisions of the Water Act, Air Act and Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 will result in legal action under the aforesaid Acts and Rules.

7. In compliance to the G.O 1011/81-7-2021-09 (Writ)/2016 dated.13.10.2021 issued by Department of Environment, Forest and Climate Change, Uttar Pradesh. You are directed to develop Miyawaki Forest as per the SOP available at URL:-<http://www.upecp.in/TrainingSession.aspx> for ensuring timely compliance of this direction, you are hereby directed to submit a bank guarantee with minimum validity of one year of the amount equivalent to the sum of initial consent fees (Air and Water) or Rs. 50,000/- (Rs. Fifty Thousand Only) whichever is more, within 30 days from the date of issuance of this certificate. In case of non-compliance of this direction, your consent will be revoked by the Board.

8. If the unit uses the ground water and requires the permission from SGWA/CGWA for water abstraction then the industry will have to obtain No objection certificate for abstraction of ground water. It will be the responsibility of the industry to comply with the various conditions of the NOC obtained from the competent authority and submit to the Board, within 3 months time failing which CTO will be revoked.

#### General Conditions:-

1. The applicant shall get analysed the samples of effluent/emission/hazardous wastes at least once in a three month from the laboratory recognized by the MoEF and shall report to the UPPCB.
2. The applicant shall however, not without the prior consent of the Board bring into use any new or altered outlet for the discharge of effluent or gases emission or sewage waste from the unit.
3. Treated Industrial waste water and domestic waste water shall be disposed jointly at one disposal point. The applicant shall provide discharge measurement equipment at final disposal point.
4. The applicant shall strictly comply with conditions of this CCA and submit compliance report of stipulated conditions within 30 days of receipt of this CCA. If at any point of time, it is found that the industry is not complying with stipulated conditions or any further direction/instruction issued by the Board, legal action shall be initiated against the applicant.
5. The applicant shall maintain good house keeping. All valves/pipes/sewer/drains etc. must be leak-proof
6. The industry shall provide uninterrupted entry to the STP/ETP inlet and outlet points, Air Pollution Control equipment and stack for smooth sampling/monitoring of efficiency of pollution control systems.
7. The industry shall provide Inspection Book at the time of inspection to the Board's officials.
8. Whenever due to any accident or other unforeseen act or event, such emission occurs or is apprehended to occur in excess of standards laid down, such information shall be reported to the Board's offices and all other concerned offices. In case of failure of pollution control equipment, the production process connected to it shall be stopped with immediate effect.
9. The industry shall operate in a manner so that all emissions be emitted through designated chimney/stack only.
10. In case of any damage to the agriculture productivity, human habitation etc. by the operation of industry, it shall be imperative to stop production in the industry with immediate effect and such information shall be reported to Board's offices. The industry shall be liable to pay compensation also in such cases as decided by the Competent Authority.
11. The applicant shall apply before the 60 days of expiry of CCA or any change in production types/production capacity/manufacturing process/capacity enhancement etc. or any change in effluent discharge point or emission point
12. The Board reserves the right to revoke/add/modify any stipulated condition issued along with CCA, as may be necessary.

**Specific Conditions:-**

1. This consent is valid for production of Sand/Morrum-7,28,640 Cu Meter/Year by opencast and manual mining in 36.437 hectare leased area at Khand No. 24/13, Village - Chikasi, Tehsil - Sarila, District - Hamirpur.
2. Mining unit shall comply with the conditions of Environmental Clearance issued by State Level Environment Impact Assessment Authority (SEIAA) vide EC Ref. no. 455/Parya/SEAC/4713-4464/2019 dated 12.12.2019, and submit its compliance report to UPPCB.
  1. If the lease agreement expires prior to 31-12-2023, then the validity of this CTO shall stand expired simultaneously with the expiry of mining lease.
  2. Mining shall be done as per EC issued by SEIAA and directions given by Mining Department/District Administration.
  3. Unit shall develop and maintain green belt as per the conditions of Environmental Clearance.
  4. Unit shall not withdrawal ground water for any industrial activity without obtaining necessary permission from UPGWA.
  5. The domestic effluent shall be treated through septic tank/soak pit or provide mobile toilet facility. Industry shall maintain ZLD.
  6. Unit shall make water sprinkling arrangement through Tankers for dust suppression at different sources of dust emission during mining, transportation, loading and unloading of sand/morrum.
  7. Unit should operate and maintain installed water sprinkler system effectively and continuously to achieve the standards prescribed under E(P) Rules, 1986.
  8. Unit shall submit Ambient air monitoring reports of NABL accredited laboratory on quarterly basis to the Board.
  9. All trucks, tractors used in transportation of sand/morrum shall be covered by canvas sheet to prevent dust emission.
  10. Water will be sprayed after loading activity (if sand/morrum collected could be dry condition)
  11. The dust suppression measures like water spraying will be done on the haul roads and working areas.
  12. Industry should comply with the provisions of Hazardous and Other waste (Management & Trans boundary Movement) Rules 2016.
  13. Solid waste should be disposed in such manner, so that no water, air and soil pollution takes place.
  14. Industry shall abide by directions given by Hon'ble Court, MoEF&CC, Central Pollution Control Board and UPPCB for protection and safe guard of environment from time to time.
  15. Consent fees if revised, shall be payable by industry from the date of its applicability.
  16. Industry shall comply with the relevant provisions of Environmental Laws.
  17. If closure order is issued by CPCB or UPPCB against the unit, then CTO issued earlier will remain suspended during the closure period and after ensuring the compliance and after revocation of closure order, the CTO will automatically be effective with additional conditions mentioned in the closure revocation order.

**RAJENDRA SINGH** Digitally signed by  
RAJENDRA SINGH  
Date: 2022.12.15  
11:48:27 +05'30'

**Chief Environmental Officer (circle-2)**

Copy to:

Regional Officer, UPPCB, Banda with direction to send the compliance report of CTO conditions on quarterly basis.

**RAJENDRA SINGH** Digitally signed by  
RAJENDRA SINGH  
Date: 2022.12.15 11:48:47  
+05'30'  
**Chief Environmental Officer (circle-2)**

# Payment Voucher

## Shrikant Gupta

Khand 24/13 Chikasi Hamirpur

Date:- 17/04/2020

1309

To Whom:- Mr. Pawan Tripathi, Mahana (Orai)

Amount:- Twenty Eight Thousand Only

4 Trolley Wheat  
Bherosa

@ 7000.00

4 x 7000 = 28000.00

Payee



Shrikant Gupta  
Signature

# Payment Voucher

## Shrikant Gupta

Khand 24/13 Chikasi Hamirpur

Date:- 01 / 05 / 2020

1310

To Whom:- Mr. Ajay Pandit, Chikasi

Amount:- Rupees sixteen Thousand Five Hundred Only

No. of 2 Trolly  
Bhoosa  
@ 8250.00

Payee



2 x 8250.00 = 16500/-

Signature

# Payment Voucher

## Shrikant Gupta

Khand 24/13 Chikasi Hamirpur

Date:- 07/05/2020

1311

To Whom:- Mr. Balaram Nishad, Chikasi, Hamirpur

Amount:- Twenty Five Thousand Five Hundred Only

2 Trolley Wheat

Bhusa

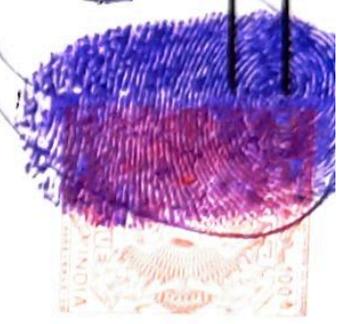
@ 8500.00

3 X 8500.00 = 25500.00

Payee

Balaram Nishad

Signature



# Payment Voucher

## Shrikant Gupta

Khand 24/13 Chikasi Hamirpur

Date:- 02 / 06 / 2020

To Whom:- Mr. Ram Karam (Plumber) Chandpur

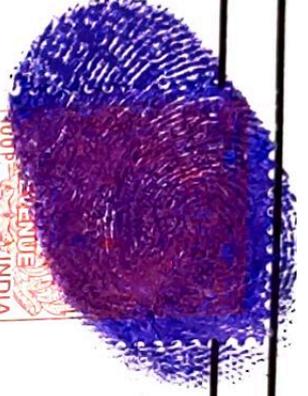
1312

Amount:- Rupees Twenty Seven Thousand Five Hundred Only

Repair & Maintenance  
for Handpump  
Village Chikasi  
Village Magroot  
Value 27500/-

Payee

4000  
VINDIA  
EINDIA  
4000



Mr. Ram Karam  
Signature

# M/s. LEO BUILDERS

K-87 केशवपुरम आवास विकास-1 कानपुर

खाद, बीज, पौध, बिल्डिंग मटेरियल व जनरल आर्डर सप्लायर

नं० 96

दिनांक 10-07-2020

मे० श्री कान्त गुप्ता - 24/13 चिकीटस

क्र सं०	विवरण	मात्रा	- दर	रु० कीमत	पै०	
01	शीशाम	150	80/-	12000	₹	
02	मीश	100	80/-	8000	₹	
03	स्नागोन्	100	80/-	8000	₹	
04	कंपी	150	80/-	12000	₹	
05	कचनार	50	80/-	4000	₹	
				योग	44000	₹

कुल घनाराशि 44000 ₹

कृते - लीओ बिल्डर्स





# न्यू कटियार ट्रेडर्स

अहरौली शेख चेक पोस्ट, पुखरायाँ (कानपुर देहात)

नाम..... श्री कान्त गुप्ता	नं० 25
पिता का नाम.....	
पता..... चिकासी, हमीरपुर	
.....सम्पर्क सूत्र.....	दिनांक 17-02-2021

क्र. सं.	विवरण	तादाद	दर	रु० धनराशि	पे०
	सारिशा	100 क्वै	4700/-	470000/-	
	समिष्ट	160 क्वै	290/-	464000/-	
	माडा ट्रेक्टर			24000/-	
जमा राशि..... 958000/-		जी.एस.टी. सहित		958000/-	
शेष राशि..... NIL-		कुल योग			

नोट- (1) जमा राशि के लिये यह पर्चा 15 दिनों तक ही मान्य।  
(2) कृपया हिसाब के लिये पर्चा अवश्य लायें।

नाम..... प्रास्थिति

वास्ते-

न्यू कटियार ट्रेडर्स

GSTIN No. : 09FZLPS5672F1ZM

TAX INVOICE

9792250078  
7275609352**M/S. Kapoor Singh****All Type Machine Rent/Materail Supplier**Original : White  
Duplicate : Yellow  
Triplicate : Pink

6/197, Hariganj, Kalpi, Jalaun (Uttar Pradesh ) 285 204

Invoice No.

Invoice Date 31.03.21

Bill To

Name Shrikant Gupta

Place of Supply

Name

Address 34/13 Chikosi Hamirpur

Address

State U.P State Code

State State Code

GSTIN 0

GSTIN 0

S. No.	Description of Goods	HSN/SAC Code	Qty.	Rate	Amount	
					Rs.	P.
1	Mahindra Tractor With Water Tank For Road Maintenance		7 Months	20000 / Month	140,000	

Amount in words Rupees

One Lac Fourty  
Thousand only

Total Taxable Amount

140,000

Add : CGST

Add : SGST

Round off

Total Amount After Tax

140,000

Vehicle Number :

Certified that the particulars given above  
are true and correct

For : Kapoor Singh

Signature of Person Issuing Invoice

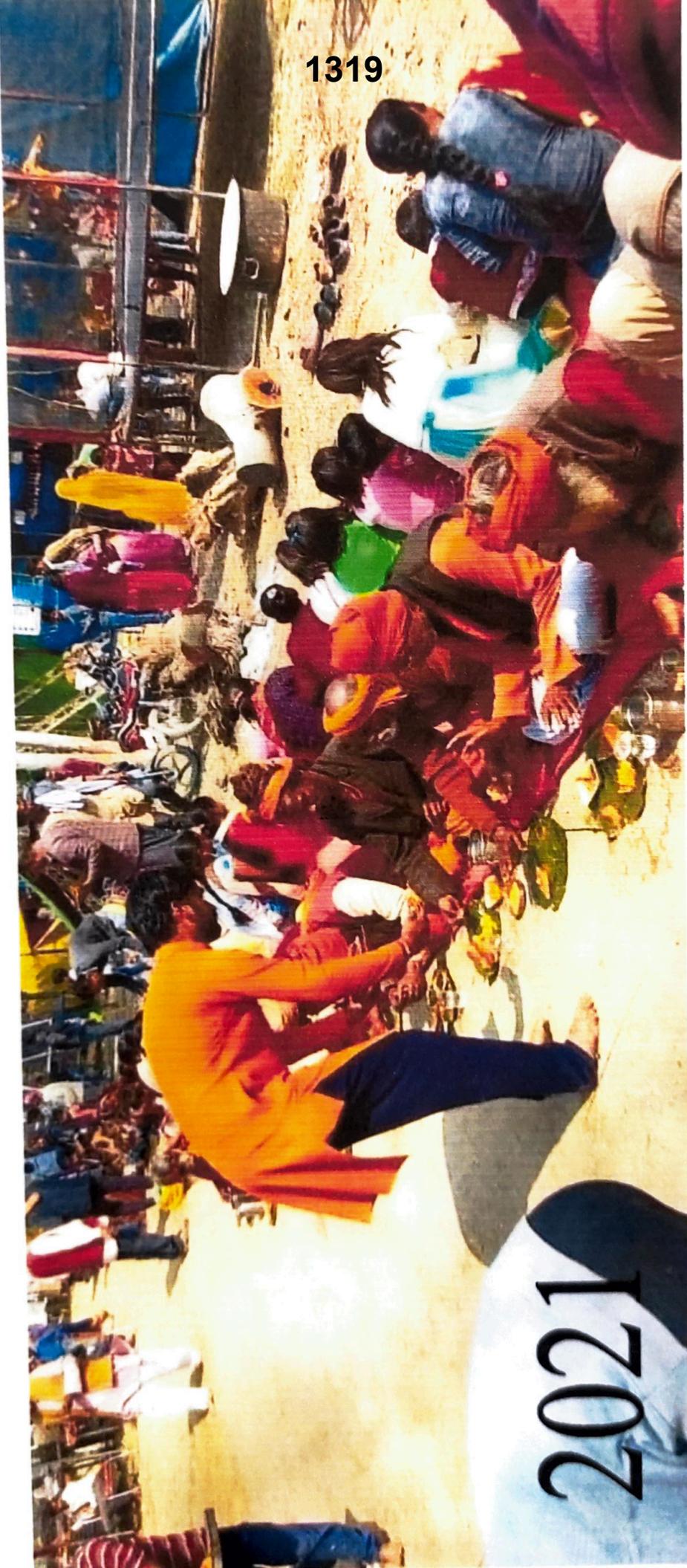
1. Goods Once sold not be taken back.

2. All Disputes and claim are subject to Jalaun, Orai Jurisdiction.

2020



1319



2021

# Payment Voucher

## Shrikant Gupta

Khand 24/13 Chikasi Hamirpur

Date:- 22/05/2021

1320

To Whom:- M/s. Anwar Sound & Light Service

Thorough Sai Bhola Sapiti

Amount:- Forty Seven Thousand Seven Hundred Only

For Samuhika Virah

Sound, Light & Decoration

Twenty with Diesel

Value:- 47700.00

Payee



Signature

*[Handwritten Signature]*

# Payment Voucher

## Shrikant Gupta

Khand 24/13 Chikasi Hamirpur

Date:- 22/05/2021

To Whom:-

Sanjay Sachan Pukhrajyan

Throug Jax Bhola Samiti

Amount:-

Forty Five Thousand Eight. Hundred Only

Tent, Hulwari

warden, Matie

March (Stage) etc.

Value = 45800/-

Payee



*(Handwritten Signature)*

Signature

# Payment Voucher

## Shrikant Gupta

Khand 24/13 Chikasi Hamirpur

Date:- 22/05/2021

To Whom:- Munna Halwai, Pubhrajyam (Jay Bholasani)

Through Jai Bholasani Samiti

Amount:- Thirty Nine Thousand Six Hundred Only

Meal Cooking  
& Service for  
Sanskrit Vihar  
Value = 39600/-

Payee



Signature

1322

3122

(3) 22

# Payment Voucher

## Shrikant Gupta

Khand 24/13 Chikasi Hamirpur

Date:- 22/05/2021

1323

<b>To Whom:-</b> M/S. Gopal Panner Bhardar, Pukhrajaya	
Through (Jai Bihola Samiti) Sewabik Viroh	
<b>Amount:-</b> Rupees Fifty Six Thousand Three Hundred Only	
Being payment to	
Panner, milk. &	
material Value = 46300/-	
	<b>Payee</b>
 22/5/21	
<b>Signature</b>	

*[Handwritten Signature]*

# Payment Voucher

## Shrikant Gupta

Khand 24/13 Chikasi Hamirpur

Date:- 22/05/2021

1324

To Whom:-

M/s. Khelesh Band Service  
Througph (Jai Bohole Samiti) Fannuhike Vivah

Amount:-

Ruppes Twenty One Thousand Only

For Band Baza, Right  
Sound trolley with  
diesel Value = 21000/-

Payee



Signature



# BALAJI TRADERS

SUBHASH NAGAR, PUKHRAYAN (KANPUR DEHAT) 209 111

No.

28

Date.. 09-06-21

To

Shri Kant Gupta Chikabi Hamirapur

	Particulars	Rate	Amount
①	Double Bed 5 set	14500	72500
②	Almuri 5 set	6300	31500
③	Dressing 5	4900	24500
④	Matsira 5 set with pillow	4100	20500
⑤	Plastic cooler-5	3800	19000
⑥	Ordnary Sofa Set 5 piece	8300	41500
⑦	Cellon Fan 10 piece	1350	13500
⑧	Bedsheet 5 piece	400	2000
			1
		TOTAL	235,000
		Add.	
		G. Total	235,000

Thank You For Shopping

*Amritha*

# M/s. LEO BUILDERS

K-87 केशवपुरम आवास विकास-1 कानपुर

खाद, बीज, पौध, बिल्डिंग मटेरियल व जनरल आर्डर सप्लायर

नं०

197

दिनांक

02-07-2021

मे०

श्री कविन्द्र राय 24/13 चिकारि

क्र सं०	विवरण	मात्रा	दर	रु० कीमत	पै०
01	शीशिम	300	85/-	25500/-	
02	कंपी	200	82/-	16400/-	
03	कचनार	150	90/-	13500/-	
04	गोल्ड मोहर	150	80/-	12000/-	
05	शार्पन	100	75/-	7500/-	

कुल धनराशि

74900/-

कृते - लिओ बिल्डर्स

# Payment Voucher

## Shrikant Gupta

Khand 24/13 Chikasi Hamirpur

Date:- 07/07/2021

To Whom:-

Mr. Deelip Rajpoot, Muhana (Orai)

Amount:-

Mirasteen Theewand Five Hundred Only

Plantation with the labor  
& Grobar Khadd and  
Water Compete  
Value = 19500/-

Payee



Signature





# मे० मंसूरी ट्रेडर्स

सैना रोड, राठ (हमीरपुर) उ०प्र०

जंगली बीज, शोभकार बीज, जंगली एवं शोभाकार पौधे, खाद, मिट्टी, बालू  
पालीथीन बैग एवं लोहे के बोर्ड के सप्लायर

सं० 133

बुक नं

दिनांक 02/07/2022

क्रेता श्री ..श्री.कान्त.गुप्ता...24/13...चिकारा.....

क्र०	सामान का विवरण	दर	मात्रा	धनराशि
01-	नीम	200	80/-	16000 = ००
02-	केंचरी	100	80/-	8000 = ००
03-	चिलबिल	150	90/-	13500 = ००
04-	महुआ	100	70/-	7000 = ००
05-	पाकड़	150	85/-	12750 = ००
06-	पीपल	200	90/-	18000 = ००
				75250 = ००
			योग -	75250 = ००

वास्ते - मंसूरी ट्रेडर्स

श्री.कान्त.गुप्ता  
प्रोपराइटर



# Tax Invoice 1332

(ORIGINAL FOR RECIPIENT)

50

<b>Devendra Granite Gramudyog</b> CHANDRAPURA GAROTHA GSTIN/UIN: 09AAJFD8779N1ZD State Name : Uttar Pradesh, Code : 09	Invoice No.	Dated
	5715	20-Dec-22
Consignee (Ship to) <b>Shri Kant Gupta Cash</b> Chikasi State Name : Uttar Pradesh, Code : 09	Delivery Note	Mode/Terms of Payment
	Reference No. & Date.	Other References
Buyer (Bill to) <b>Shri Kant Gupta Cash</b> State Name : Uttar Pradesh, Code : 09	Buyer's Order No.	Dated
	Dispatch Doc No.	Delivery Note Date
	Dispatched through	Destination
	Bill of Lading/LR-RR No.	Motor Vehicle No. <b>UP92T8668</b>
	Terms of Delivery	

SI No.	Description of Goods	HSN/SAC	Quantity	Rate	per	Amount
1	40 MM Grit	25171010	18 CBM	900.00	CBM	16,200.00
	CGST O/W					405.00
	SGST O/W					405.00
Total			18 CBM			₹ 17,010.00

Amount Chargeable (in words)

**INR Seventeen Thousand Ten Only**

HSN/SAC	Taxable Value	Central Tax		State Tax		Total Tax Amount
		Rate	Amount	Rate	Amount	
25171010	16,200.00	2.50%	405.00	2.50%	405.00	810.00
<b>Total</b>	<b>16,200.00</b>		<b>405.00</b>		<b>405.00</b>	<b>810.00</b>

Tax Amount (in words) : **INR Eight Hundred Ten Only**

Declaration  
 We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.

for Devendra Granite Gramudyog  
  
 Authorised Signatory

This is a Computer Generated Invoice

<b>Devendra Granite Gramudyog</b> CHANDRAPURA GAROTHA GSTIN/UIN: 09AAJFD8779N1ZD State Name : Uttar Pradesh, Code : 09	Invoice No.	Dated
	5730	20-Dec-22
Consignee (Ship to) <b>Shri Kant Gupta Cash</b> Chikasi State Name : Uttar Pradesh, Code : 09	Delivery Note	Mode/Terms of Payment
	Reference No. & Date.	Other References
Buyer (Bill to) <b>Shri Kant Gupta Cash</b> State Name : Uttar Pradesh, Code : 09	Buyer's Order No.	Dated
	Dispatch Doc No.	Delivery Note Date
	Dispatched through	Destination
	Bill of Lading/LR-RR No.	Motor Vehicle No. <b>UP78HN3072</b>
	Terms of Delivery	

SI No.	Description of Goods	HSN/SAC	Quantity	Rate	per	Amount
1	Mix	25171010	25 CBM	700.00	CBM	17,500.00
	CGST O/W					437.50
	SGST O/W					437.50
Total			25 CBM			₹ 18,375.00

Amount Chargeable (in words) E. & O.E

**INR Eighteen Thousand Three Hundred Seventy Five Only**

HSN/SAC	Taxable Value	Central Tax		State Tax		Total
		Rate	Amount	Rate	Amount	Tax Amount
25171010	17,500.00	2.50%	437.50	2.50%	437.50	875.00
<b>Total</b>	<b>17,500.00</b>		<b>437.50</b>		<b>437.50</b>	<b>875.00</b>

Tax Amount (in words) : **INR Eight Hundred Seventy Five Only**

Declaration

We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.

for Devendra Granite Gramudyog



Authorised Signatory



## SALE INVOICE

## मे० - शारदा इंटरप्राइजेज

स्टेशन रोड, पैलानी बस स्टैण्ड, भरुवा सुमेरपुर (हमीरपुर)

केता का नाम Srikant Gupta Khand - 24/13  
पता Chikasi/C/O Bedoa dharm ashram

इनवासा 131

दिनांक 15/02/2023

क्र०	विवरण	मात्रा	दर	मूल्य	पै०
(1)	Single bed	11	5200	57200	00
(2)	Mattresse	11	900	9900	00
(3)	Pillow	11 set	300	3300	00
(4)	Almirah	11	5500	60500	00
(5)	Dressing table	11	2200	24200	00
(6)	Plastic cooler	11	3500	38500	00
(7)	Iron box	11	700	7700	00
(8)	Bakharu	11	2155	23705	00
			शुद्धधनराशि	225005	
शब्दों	Two Lakh Twentyfive thousand Five hundred				

Donup