

Ref. No. 893 /MGT-38/20

DI. 01/10/20

To,
The Registrar,
The National Green Tribunal,
Principal Bench,
New Delhi
E-mail- judicial-ngt@gov.in & ngt.filling@gmail.com

Sub: Joint inspection report in compliance to order passed by Hon'ble NGT, New Delhi on dated 01.07.2020 in matter of OA No. 69/2020 Sushil Bhatt Applicant(s) Vs Moon Beverages Limited & Ors Respondent(s)

Sir,

With reference to the above subject mentioned above, this is to inform you that in compliance to order passed by Hon'ble NGT, New Delhi on dated 01.07.2020 in matter of OA No. 69/2020 Sushil Bhatt Applicant(s) Versus Moon Beverages Limited & Ors Respondent(s) the joint inspection report (M/s. Moon Beverages Ltd., 2B/1, Ecotech-3, Udyog Kendra, Greater Noida, G.B Nagar, UP & M/s. Varun Beverages Ltd., Plot No.2E, Udyog Kendra, Ecotech-III, Greater Noida-201 306, UP) is submitted for kind perusal and necessary action please.

Yours Sincerely


(Dr. Archana Dwivedi)
Regional Officer,
UP Pollution Control Board,
Greater Noida
E-Mail- rogreaternoida@uppcb.com

Copy to:

1. District Magistrate, Gautam Budh Nagar for information.
2. Member Secretary, Central Pollution Control Board, New Delhi for information.
3. Member Secretary, U.P. Pollution Control Board, Lucknow for information.
4. Shri Pradeep Misra, Advocate, Hon'ble Supreme Court/ NGT, New Delhi for perusal and necessary action please.
5. Chief Law Officer, U.P. Pollution Control Board, Lucknow for information.
6. Chief Environmental Officer, Circle-I, U.P. Pollution Control Board, Lucknow for information.
7. Regional Director, Central Ground Water Board, Bhujal Bhavan, Sector-B, Sitapur Road Yojana, Ram Ram Bank Chauraha, Lucknow for information.

Regional Officer

**JOINT REPORT OF CPCB & UPPCB, CGWA, GNIDC, AND DISTRICT
ADMINISTRATION, GREATER NOIDA**

(Original Application No. 69/2020)

Sushil Bhatt Vs Moon Beverages Limited & Ors

Joint Inspection Report of M/s. MoonBeverages Ltd., Greater Noida, UP by Joint team of Central Pollution Control Board (CPCB)New Delhi, UP Pollution Control Board (UPPCB)Greater Noida, District Administration, GautamBudh Nagar, Central Ground Water Authority (CGWA)Lucknow and Greater Noida Industrial Development Authority (GNIDA)Greater Noida.

INTRODUCTION

M/s Moon Beverages Ltd., 2B/1, Ecotech-3, Udyog Kendra, Gr. Noida is an authorized bottler of Coca Cola, USA and manufactures Soft drinks, fruitjuice (pulpy orange, Maaza) and packaged drinking water (Kinley water).

S. No.	Name & Address of the Industry	M/s. Moon Beverages Ltd., 2B/1, Ecotech-3, Udyog Kendra, Greater Noida, G.B Nagar, UP																										
1.	Date of Joint Inspection & monitoring	26 August 2020																										
2.	Type of the industry	Beverage Industry [Soft Drinks, Fruit juice, Packaged Drinking Water]																										
3.	Category of industry	Red Category (as per CPCB categorization & considering >100 KLD wastewater generation)																										
4.	Consented production capacity	1. Soft drink and juices – 7200 MT/month 2. Packaged drinking water– 1,0,4076 MT/month																										
5.	Production Detail:	<table border="1"> <thead> <tr> <th>Product</th> <th>Year (2019-20)</th> <th>April 2020</th> <th>May 2020</th> <th>June 2020</th> <th>July 2020</th> <th>Aug 2020 (till 25th)</th> </tr> </thead> <tbody> <tr> <td>Carbonated Soft drink/ Juices, KL</td> <td>36278.11</td> <td>0</td> <td>2095.25</td> <td>1342.14</td> <td>1766.32</td> <td>1495.58</td> </tr> <tr> <td>Packaged drinking Water (Kinley water), KL</td> <td>1,34,009.12</td> <td>1671.84</td> <td>5530.88</td> <td>7783.06</td> <td>8683.54</td> <td>5611.62</td> </tr> </tbody> </table> <p><i>All values are in KL</i></p>						Product	Year (2019-20)	April 2020	May 2020	June 2020	July 2020	Aug 2020 (till 25 th)	Carbonated Soft drink/ Juices, KL	36278.11	0	2095.25	1342.14	1766.32	1495.58	Packaged drinking Water (Kinley water), KL	1,34,009.12	1671.84	5530.88	7783.06	8683.54	5611.62
Product	Year (2019-20)	April 2020	May 2020	June 2020	July 2020	Aug 2020 (till 25 th)																						
Carbonated Soft drink/ Juices, KL	36278.11	0	2095.25	1342.14	1766.32	1495.58																						
Packaged drinking Water (Kinley water), KL	1,34,009.12	1671.84	5530.88	7783.06	8683.54	5611.62																						
6.	Status of Consent under the Water (Prevention & Control of Pollution) Act, 1974	<ul style="list-style-type: none"> Consent is valid up-to 31.12.2021 (Annexure-1) 																										
7.	Status of Consent under the Air (Prevention & Control of Pollution) Act, 1981	<ul style="list-style-type: none"> Consent is valid up-to 31.12.2021 (Annexure-2) 																										
8.	Status of Authorization under the Hazardous Waste Rules	<ul style="list-style-type: none"> Authorization is granted on 30.05.2017 and Valid for a period of 05 years i.e. till 30.05.2022. (Annexure-3) 																										
9.	Air Pollution	<ul style="list-style-type: none"> Sources: 03 Boilers of the following capacities: 																										

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Boilers	Capacity	Fuel	Details of Chimney	Details of APCD
02 Nos.	05 TPH	Briquette	30 Mtr from GL	Dust collector and wet scrubber
	03 TPH	Briquette		
01 No.	400 kg per hr	Diesel	16 Mtr from GL	--

- 03 DG Sets as per following details:

DG Set	Capacity	Details of Chimney	APCD
03 Nos	2 X 1250 KVA 1 X 750 KVA	Connected to a common chimney.	• Through stack height.

Note: All the DG sets are connected with acoustic enclosures.

Fuel consumption is as follows:

- ✓ Briquettes: 1181.40 MT/annum
- ✓ High speed diesel 35721 liters / annum

10.	<p>Water Pollution:</p> <p>Source of water:</p> <ul style="list-style-type: none"> ✓ Ground-water 03 nos. of tube wells. ✓ Freshwater consumption per day – 812 KLD (for the year 2019). ✓ Water is used for cooling, manufacturing product, bottle washing, equipment washing and floor washing and domestic purposes. <p>Major Chemicals in the Process</p> <ul style="list-style-type: none"> ✓ Caustic Soda (flakes and lye) - 720 kg/annum ✓ HCl Acid - 960kg/annum <p>Water Consumption - 812KLD (2019)</p> <p>Industrial waste water - 205 KLD (average)</p> <ul style="list-style-type: none"> ✓ Industrial -181KLD ✓ Sewage - 12 KLD (average) ✓ Cooling water - 12 KLD <p>Source of Wastewater:</p> <p>Organic waste from pulp/juice section, bottle/equipment/floor washing, cooling tower, etc.</p> <p>Waste-water Treatment Systems:</p> <p>1. Effluent Treatment Plant (ETP):</p> <ul style="list-style-type: none"> ✓ The Unit has an ETP on activated Sludge Process with design capacity of 576 KLD. The ETP comprises of following: Equalization tank (with aeration system) — Primary Clarifier—Aeration tank (diffused aeration) —Secondary Clarifiers – Discharge to drain (Sludge drying beds are installed) <p>2. Cooling Waters</p> <ul style="list-style-type: none"> ✓ 09 Nos. of Cooling towers are provided and cooling water is re-circulated. Make up water is added as per requirement.
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	<p>3. Treatment Scheme for Domestic Waste-waters through STP:</p> <ul style="list-style-type: none"> ✓ 01 STPs of capacity 25 KLD is provided for the treatment of domestic waster. The STP is based on aerobic technology and comprises of following: Collection tank—MBBR Tank—Tube settler—PSF—ACF—Plantation/gardening. (One sludge press is installed)
11.	<p>Hazardous Waste:</p> <ul style="list-style-type: none"> ✓ The hazardous waste generated are Used Oils, Oil soaked cotton waste & oily filters, Discarded containers / barrels /lines used for hazardous chemicals/ residues from industrial use of inks/ empty ink cartridges, Spent carbons. ✓ The Unit has provided Covered storage facility for the storage of HW within the unit. ✓ The HW is sent to TSDF at Kanpur operated by M/s. UP Waste Management Project, A Division of Ramkey Enviro Engg. Ltd. (Annexure-4) and M/s IFP Products Pvt. Ltd, Industrial Area, Site IV, Sahibabad, Ghaziabad, UP. The Unit has agreement with both the TSDF and Unit has submitted Form-4 (HW generation details for the year 2019-20 to UPPCB. ✓ The Unit hasnot provided Environmental Display Boardat the main entrance gate, however the Display Board was found inside the premises near ETP area which need to be updated regularly.
12.	<p>Effluent and Ground Water Monitoring:</p> <ul style="list-style-type: none"> ✓ During inspection, samples were collected from different the inlet & outlet of ETPs, STPs, and ground-water (borewells) and analysis results are presented in Table 1, 2, and 3 respectively.
13.	<p>Overall Observations:</p> <ol style="list-style-type: none"> 1) During inspection, the unit was found partially operational. During visit, only packaged drinking water (mineral water) section was found operational and unit informed that the soft drinks & fruit juice manufacturing section is closed since 2 days. 2) The Unit also manufactures PET bottles for the packaged drinking water (mineral water) within the premises. The Unit has not registered for the EPR (Extended Producer Responsibility)Certification under Plastic Waste Management Rules 2016which is a violation under Rules 13 (2) of the Plastic Waste Management Rules, 2016 as amended 2018. The Unit did not provide any document to the team regarding application for EPR registration under PWM Rules 2016. However, the Unit has made an Agreement (Annexure-5)for the collection & recycling of 2000 Ton or more plastic waste with a Recycler [M/s GEM Enviro Management Pvt. Ltd. P-3, Unit No. 203, P-3, Central Square,Bara Hindu Rao, New Delhi]. The Agreement has been expired on 1st July 2020. 3) Environmental Display Board. The Unit has not provided Environmental Display Board at the main entrance gate, however the display board was found near ETP area which need to be updated. 4) CTO/Consents. The Unit has valid Consent to Operate (CTO) under Water Act 1974 & Air Act, 1981 and validity is upto31.12.2021 and <i>Authorizations</i> is valid upto30.05.2022 under Hazardous Waste Rules. 5) CGWA Permission/NOC. The Unit is located in Bisrakh block of Gautambudhanagar which falls under over-exploited category as per the Grounder Water Resource Assessment 2017 of CGWB.

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The Units NOC from CGWA (Annexure-6) for the groundwater extraction is expired on 28thSeptember 2018. Since September 2018, the unit is extracting groundwater without any NOC from the CGWA.

The Unit has 03 borewells for the extraction of groundwater @ 1691 m³/day (not exceeding 5,07,300 m³/year) as per expired NOC of CGWA. The Unit has not installed water meters on the source i.e. at the borewells, however it was installed on the pipelines at the process section. In the absence of water meter at the source/ on borewell, the possibility of over exploitation of groundwater could not be ruled out.

The Unit applied online for the renewal of NOC from CGWA on 12.09.2018, however, the NOC has not been issued by CGWA to the Unit.

- 6) **Effluent Treatment Plant (ETP).** The ETP was found operational during the visit.

During the visit, no effluent was being received in the collection tank of ETP as during the visit only package drinking water production was operational & soft drink/juice production was not operational. The collection tank and equalization tank was filled with effluent. The equalization tank and aeration tank has diffused aeration system and during the visit it was found operational.

ETP sample analysis report. Waste water samples (Grab sampling) were collected by joint team during the visit and sealed samples were handed over to UP Pollution Control Board (UPPCB) for analysis. The results are as follows:

Table 1: ETP analysis results

Location of sample (ETP)	Parameters, mg/l except pH					
	pH	BOD	COD	TSS	TDS	O&G
Inlet of ETP	7.45	660	1600	348	3246	ND
Outlet of ETP (Final discharge)	7.14	18	192	71	1105	ND
Discharge standard (notified under E(P)Rules, 1986)	6.5-8.5	30	—	100	—	10

As per the above results, the Unit found conforming the effluent discharge norms notified under E(P) Rules, 1986. The lab analysis report is annexed at Annexure -7

- 7) **Sewage Treatment Plant (STP).** The Unit has installed a 25 KLD STP for the treatment of domestic wastewater. Waste water samples (Grab sampling) were collected from the STP and sealed samples were handed over to UPPCB for analysis. The results are as follows.

Table 2: STP analysis results

Location of sample (STP)	Parameters, mg/l except pH				
	pH	BOD	COD	TSS	O&G
Inlet of STP	8.46	210	560	328	—
Outlet of STP (Final discharge for gardening)	7.64	21	208	78	—
Discharge standard under E(P)Rules, 1986	6.5 - 8.5	30	—	100	—

As per the above results, the Unit is conforming the effluent discharge norms notified under E(P) Rules, 1986. The lab analysis report is annexed at Annexure -7.

- 8) **Groundwater analysis result.** To assess the present condition of ground water quality, samples have been collected from two borewells within the premises. The ground water samples were collected from 02 borewells and sealed samples were handed over to UPPCB for its analysis and the result are as below:

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Table 3: Groundwater analysis results

S.No.	Name of Sampling point	General Parameters, mg/l except pH						Metals
		pH	Total Hardness	Calcium	Magnesium	Chlorides	TDS	
1	Groundwater from Borewell No. 1	8.42	248	172	76	68	492	
2	Groundwater from Borewell No. 1 (For Metals)							Fe-ND; As-ND; T. Cr-ND; Pb-ND
3	Groundwater from Borewell No. 3	7.64	238	168	70	76	506	
4	Groundwater from Borewell No. 3 (For Metals)							Fe-ND; As-ND; T. Cr-ND; Pb-ND
	BIS Standard for drinking water							
	(Acceptable limit)	6.5-8.5	200	75	30	250	500	
	(Permissible limit in the absence of alternate source)	6.5-8.5	600	200	100	1000	2000	

The lab analysis report is annexed at Annexure -7

- 9) The Hazardous waste (HW) generated from the unit is sent to TSDF facility and unit has a valid agreement for the same. The Unit provided manifest for HW Form 10 for ETP Sludge, Used Oil and Spent carbon dated 31.07.2020.
- 10) The Unit has 02 boilers (05 TPH & 03 TPH) and briquettes (biomass) is used as fuel and also has 0.40 TPH boiler where HSD is used as fuel. The stack of the 0.4 boiler (Diesel based) is of 16-meter height.
- 11) The PM (particulate matter) emission monitoring of stack attached to 05 TPH boilers showed PM value as 206 mg/Nm³ (against the norms of 800 mg/Nm³).
- 12) As per the specific conditions of Consent to Operate (CTO), the unit shall ensure continuous and uninterrupted data supply to the CPCB server. However, the unit has not installed OCEMS at the ETP.

14. **Conclusion and Recommendations:**

The Unit manufactures soft drink, juice & package drinking water and wherein the groundwater is main raw material. The Unit is located in Bisrakh block of Gautambudhanagar which falls under over-exploited category as per the Groundwater Resource Assessment, 2017 of CGWB. Since September 2018, the unit is extracting groundwater without any NOC from the CGWA. The Unit during the visit found partially operational and not at its optimum capacity. The ETP was found operational during the visit and found conforming the discharge norms. The Unit also manufactures PET bottles for packaging of its drinking water / mineral water, however, the unit has not registered for the EPR Certification with CPCB/SPCB, as applicable, which is a violation under Rules 13 (2) of the Plastic Waste Management Rules 2016 as amended 2018.

Based on the above observations, following is recommended for compliance:

- 1) The Unit shall obtain NOC from the CGWA for the abstraction of Groundwater which has been expired on September 28, 2018.
- 2) The Unit shall provide Environmental Display Board at the main entrance gate instead of ETP area and shall update the environmental data regularly.
- 3) The Unit shall obtain EPR certification under the PWM Rules, 2016, as amended 2018. The Unit shall renew the Agreement with the Plastic Waste Recycler for the collection and recycling of plastic waste.
- 4) The Unit shall install water-meters at the source i.e. on the borewells and maintain logbook record for the same.

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	5) The Unit shall install OCEMS at ETP and provide its connectivity to CPCB server and ensure continuous & uninterrupted data supply as per the specific condition of the Consent to Operate (CTO) issued by UPPCB.								
15.	Photographs								
	<table border="1"> <tr> <td>Equalization tank</td> <td>Aeration Tank</td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td>HW Storage site</td> <td>No water-meter at borewell</td> </tr> <tr> <td></td> <td></td> </tr> </table>	Equalization tank	Aeration Tank			HW Storage site	No water-meter at borewell		
Equalization tank	Aeration Tank								
									
HW Storage site	No water-meter at borewell								
									
16.	Annexures								
	Annexure 1 : Copy of Consent under Water Act 1974								
	Annexure 2 : Copy of Consent under Air Act 1974								
	Annexure 3 : Copy of Authorization under HW Rules, 2016								
	Annexure 4 : Copy of Agreement with M/s. UP Waste Management Project for HW collection and disposal.								
	Annexure 5 : Copy of Agreement for the collection & recycling of plastic waste with Recycler.								
	Annexure 6 : Copy of NOC from CGWA for groundwater abstraction.								
	Annexure 7 : Copy of the lab analysis results of sample collected from ETP and Boiler Stack.								
17.	Inspection Team:								

K Singh
01/10/2020
(Kishan Singh)
AEE, UPPCB
Greater Noida

N.K. Jain
11/10/20
(N.K. Jain)
Sr. Manager, Work
Circle 3, GNIDA,
Greater Noida

Madhukar Singh
01/10/20

(Madhukar Singh)
Scientist B,
CGWA, Lucknow

Kamlesh Singh
01/10/20

(Kamlesh Singh)
Scientist E
CPCB, Delhi

Akhilesh Pratap Singh
01/10/20
(Akhilesh Pratap Singh)
Nayab Tehsildar
Teh-Sadar,
Gautam Budh Nagar,

Subject **Re: NGT inspection reports - signed**
From Kamlesh Singh <kamlesh.singh8@gmail.com>
To RO UPPCB Greater Noida <rogreaternoida@uppcb.com>
Date 01-10-2020 14:15

- 1 Moon Beverage - Sign.pdf (~502 KB)
- 2. Varun Bevg. -Sign-Final.pdf (~536 KB)

Signed report attached

On Thu, Oct 1, 2020 at 1:59 PM Kamlesh Singh <kamlesh.singh8@gmail.com> wrote:
Signed copies of Joint report placed please for consideration and necessary action.

(Kamlesh Singh)
Sc E, IPC-III

On Thu, Oct 1, 2020 at 12:24 PM RO UPPCB Greater Noida <rogreaternoida@uppcb.com> wrote:

PFA

REGIONAL OFFICER
U.P. POLLUTION CONTROL BOARD,
A1-First Floor, Shopping Complex,
Sector - BETA-2,
GREATER NOIDA,
Gautam Buddh Nagar

----- Original Message -----

Subject:NGT inspection reports - signed
Date:01-10-2020 12:18
From:Madhukar Singh <singh.madhukar01@gmail.com>
To:"rogreaternoida@uppcb.com" <rogreaternoida@uppcb.com>

PFA , signed NGT inspection reports --



Madhukar Singh
Scientist
Ministry of Jal Shakti
Gov. Of India



—
Thank you,

(Kamlesh Singh)
Scientist 'E' (IPC- III Division),
Central Pollution Control Board (CPCB) ,
[Ministry of Environment, Forest and Climate Change, Govt. of India]
Delhi-110032

—
Thank you,

(Kamlesh Singh)
Scientist 'E' (IPC- III Division),
Central Pollution Control Board (CPCB) ,
[Ministry of Environment, Forest and Climate Change, Govt. of India]
Delhi-110032



U.P. Pollution Control Board

CONSENT ORDER

Dated : 09/02/2020

Ref No. -
75111/UPPCB/GreaterNoida(UPPCBRO)/CTO/w
ater/GREATER NOIDA/2019

To ,

Shri MUKESH AGARWAL
M/s MOON BEVERAGES LIMITED
2B/1, ECOTECH- 3, UDHYOG KENDRA, GREATER NOIDA. G.B. NAGAR,GAUTAM
BUDH NAGAR,201308
GREATER NOIDA

Sub : Consent under Section 25/26 of The Water (Prevention and control of Pollution) Act, 1974
(as amended) for discharge of effluent to M/s. MOON BEVERAGES LIMITED

Reference Application No :6616442

Dated :09/02/2020

1. For disposal of effluent into water body or drain or land under The Water (Prevention and control of Pollution) Act,1974 as amended (here in after referred as the act) M/s. MOON BEVERAGES LIMITED is hereby authorized by the board for discharge of their industrial effluent generated through ETP for irrigation/river through drain and disposal of domestic effluent through septic tant/soak pit subject to general and special conditions mentioned in the annexure ,in refrence to their foresaid application .
2. This consent is valid for the period from 01/01/2020 to 31/12/2021 .
3. In spite of the conditions and provisions mentioned in this consent order UP Pollution Control Board reserves its right and powers to reconsider/amend any or all conditions under section 27(2) of the Water (Previntion and Controt of Pollution) Act, 1974 as amended .

This consent is being issued with the permission of competent authority .

Ashok
Kumar
Tiwari
Digitally signed
by Ashok Kumar
Tiwari
Date: 2020.02.29
15:52:48 +05'30'

For and on behalf of U.P. Pollution Control Board

C.E.O

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Enclosed : As above
(condition of consent):

Copy to: Regional Office, U.P. Pollution Control Board, Greater Noida

Ashok
Kumar
Tiwari
Digitally signed
by Ashok Kumar
Tiwari
Date: 2020.02.29
15:54:41 +05'30'

C.E.O

C-1

U.P. POLLUTION CONTROL BOARD, LUCKNOW

Annexure to Consent issued to M/s. MOON BEVERAGES LIMITED vide

Consent Order No. 6616442/ Water

Dated : 09/02/2020

CONDITIONS OF CONSENT

1. This consent is valid only for the approved production capacity of Carbonated /Non carbonated soft drinks and juices 7200 MT/month, Packaged mineral water 104076 MT/month.
2. The quantity of maximum daily effluent discharge should not be more than the following :

Effluent Discharge Details			
S.No	Kind of Effluent	Maximum daily discharge, KL/day	Treatment facility and discharge point
1	Domestic	18 KLD	STP
2	Industrial	496 KLD	ETP

3. Arrangement should be made for collection of water used in process and domestic effluent separately in closed water supply system. The treated domestic and industrial effluent if discharged outside the premises, if meets at the end of final discharge point, arrangement should be made for measurement of effluent and for collecting its sample. Except the effluent informed in the application for consent no other effluent should enter in the said arrangements for collection of effluent. It should also be ensured that domestic effluent should not be discharged in storm water drain .
- 4(a) The domestic effluent should be treated in treatment plant so that the should be in conformity with the following norms dated treated effluent .

Domestic Effluent		
S.No	Parameter	Standard
1	Total Suspended Solids	As per E.P Rules 1986
2	BOD	As per E.P Rules 1986
3	COD	As per E.P Rules 1986
4	Oil & Grease	As per E.P Rules 1986
5	Quantity of Discharge	18 KLD

- 4(b). The industrial effluent should be treated in treatment plant so that the treated effluent should be in conformity with the following norms. .

Industrial Effluent		
S.No	Parameter	Standard
1	Total Suspended Solids	As per E.P Rules 1986
2	BOD	As per E.P Rules 1986
3	COD	As per E.P Rules 1986
4	Oil & Grease	As per E.P Rules 1986
5	Quantity of Discharge	496 KLD

5. Effluent generated in all the processes, bleed water, cooling effluent and the effluent generated from washing of floor and equipments etc should be treated before its disposal with treated industrial effluent so that it should be according to the norms prescribed under The Environment (Protection) Act, 1986 or otherwise mandatory .
6. The other pollutant for which norms have not been prescribed, the same should not be more than the norms prescribed for the water used in manufacturing process of the industry .
7. The method for collecting industrial and domestic effluent and its analysis should be as per legal Indian standards and its subsequent amendments/standards prescribed under The Environment (Protection) Act, 1986.

8. The treated domestic and industrial effluent be mixed (as per the provisions of Condition No. 2) and disposed of on one disposal point. This common effluent disposal point should have arrangement for flow meter/V Notch for measuring effluent and its log book be maintained .

Specific Conditions:

1. The unit will have to ensure permission from the CGWA for ground water extraction and it will be the responsibility of the unit to comply with the various conditions of the permission taken.
2. The unit shall comply with various provisions of Air (Prevention and Control of Pollution) Act 1981 as amended, Water (Prevention and Control of Pollution) Act 1974 as amended and all other applicable rules notified under E.P. Act 1986.
3. The unit shall dispose the hazardous waste through authorized recyclers/TSDf and comply with the provisions of Hazardous and Other Wastes (Management and Trans-boundary Movement) Amendment Rules, 2016 and The Solid Waste Management Rules, 2016
4. The treated effluent/sewage shall be used for irrigation purposes as much as possible.
5. The unit shall submit the point wise compliance report of the previous CTO issued by the Board for year 2019 and the audited balance sheet for the current year and the details of fees deposited during last three years within a month failing which consent would be deemed void.
7. The Unit shall ensure proper operation and maintenance of Sewage Treatment Plant. Also independent flow meters, logbook and electric meter should be installed for Sewage treatment plant.
8. The unit should be operated in such a way so that there is no adverse impact on public and environment.
9. The unit shall develop proper green belt and rain water harvesting system as per guidelines. For green belt at least 8 feet height plants should be planted which shall be properly protected as proper irrigation and maneuvering arrangements shall be made. For the development of the green belt the guidelines issued vide Board office order no. H10405/220/2018/02 Dt. 16-02-2018 shall be complied.
11. This consent is valid only for products and quantity mentioned above. The unit shall obtain prior approval before making any modification in product/process /fuel/ Plant machinery failing which consent would be deemed void.
12. The unit submit quarterly monitoring reports of treated effluent from a certified / approved laboratory under E.P. Act 1986
13. The unit will ensure the continuous and uninterrupted data supply from the OCEEMS to the CPCB server. The unit shall maintain strict supervision on fluctuations in operating parameters with respect to each treatment unit of the Effluent treatment plant.
14. If the CPCB or UPPCB issues the Closure order against The unit this consent order stands automatically suspended for that period.
15. The unit abide by orders / directions issued by Hon'ble Supreme Court Hon'ble High Court, Hon'ble National Green Tribunal, Central Pollution Control Board and U.P Pollution Control Board for protection and safe guard of environment from time to time.

Issued with the permission of competent authority .

Ashok
Kumar
Tiwari

Digitally signed
by Ashok Kumar
Tiwari
Date:
2020.01.29
15:56:38 +05'30'

For and on behalf of U.P. Pollution Control Board .

C.E.O

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U.P. Pollution Control Board

CONSENT ORDER

Dated : 09/02/2020

Ref No. -
75092/UPPCB/GreaterNoida(UPPCBRO)/CTO/air/GREATER
NOIDA/2019

To,

Shri MUKESH AGARWAL
M/s MOON BEVERAGES LIMITED
2B/1, ECOTECH- 3, UDHYOG KENDRA, GREATER NOIDA. G.B. NAGAR,GAUTAM
BUDH NAGAR,201308
GREATER NOIDA

Sub : Consent under section 21/22 of the Air (Prevention and control of Pollution) Act, 1981 (as amended)
to M/s. MOON BEVERAGES LIMITED

Dated : 09/02/2020

Reference Application No. 6614101

1. With reference to the application for consent for emission of air pollutants from the plant of M/s MOON BEVERAGES LIMITED. under Air Act 1981. It is being authorised for said emissions, as per the standards, in environment, by the Board as per enclosed conditions .
2. This consent is valid for the period from 01/01/2020 to 31/12/2021 .
3. In spite of the conditions and provisions mentioned in this consent order UP Pollution Control Board reserves its right and powers to reconsider/amend any or all conditions under section 21 (6) of the Air (Prevention and Control of Pollution) Act, 1981 as amended.
This consent is being issued with the permission of competent authority .

Ashok
Kumar
Tiwari

Digitally signed
by Ashok
Kumar Tiwari
Date: 2020.02.29
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For and on behalf of U.P. Pollution Control Board

C.E.O

C-1

Enclosed : As above
(condition of consent):

Ashok
Kumar
Tiwari

Copy to: Regional Office, U.P. Pollution Control Board, Greater Noida

C.E.O

C-1

U.P. Pollution Control Board

Dated : 09/02/2020

CONDITIONS OF CONSENT

1. This consent is valid only for the approved production capacity of Carbonated /Non carbonated soft drinks and juices 7200 MT/month, Packaged mineral water 104076 MT/month.
2. This consent is valid only for products and quantity mentioned above. Industry shall obtain prior approval before making any modification in product/ process /fuel/ plant machinery failing which consent would be deemed void.
- 3(a) The maximum rate of emission of flue gas should not be more than the emission norms for the stacks.

3(b) Air Pollution Source Details.

Air Pollution Source Details					
S.No	Air Pollution Source	Type of Fuel	Stack No.	Parameters	Height
1	Boiler 0.4 TPH	Diesel	1	Sulphur Dioxide	16 meter from G.L
2	Boiler 5 TPH	Agro waste (Briquettes)	2	Particulate Matter	30 mt.stack from G.L with dust collector and wet scrubber
3	Boiler 3 TPH	Diesel	2	Sulphur Dioxide	combined with 30 mt.stack from G.L
4	2 X D.G Set 1250 KVA	H.S.D	3	Sulphur Dioxide	minimum 7.10 mt . from the nearest roof
5	D.G Set 725 KVA	H.S.D	4	Sulphur Dioxide	minimum 5.5 mt . from the nearest roof

3(c) The emissions by various stacks into the environment should be as per the norms of the Board .

Emission Quality Details Detail			
S.No	Stack No	Parameter	Standard
1	1.2.3.4	Sulphur Dioxide	As per E.P Rules 1986
2	2	Particulate Matter	As per E.P Rules 1986

4. Quantity of other pollutants should also be as per the norms prescribed by the Board/MOEF & CC/or otherwise mandatory .
5. The equipment for air pollution control system and monitoring ,as proposed by the industry and approved by the Board should be installed in their premises itself .
6. The modification or installation in the existing pollution control equipments should be done only by prior approval of Board .
7. The operation of air pollution control system and maintenance be done in such a way that the quantity of pollutants should be in accordance with the standards prescribed by the Board/MoEF & CC/or otherwise mandatory .
8. Unit should do provisions for fugitive emissions chimney/stack as per the norms of the Board/MOEF & CC/or otherwise mandatory .
9. The unit should submit the stack emissions monitoring report within one month from issuance of consent order along with the point wise compliance report of the consent order . Further quarterly monitoring report should be submitted .

Specific Conditions:

1. The Unit shall comply with various provisions of Air (Prevention and Control of Pollution) Act 1981 as amended, Water (Prevention and Control of Pollution) Act 1974 as amended and all other applicable rules notified under E.P. Act 1986.
2. The Unit shall dispose the hazardous waste through authorized recyclers/TSDf and comply with the provisions of Hazardous and Other Wastes (Management and Trans-boundary Movement) Amendment Rules, 2016 and The Solid Waste Management Rules, 2016
3. The Unit shall submit the point wise compliance report of the conditions imposed in the CTO issued by the Board for the year 2019 and the audited balance sheet for the current year and the details of fees deposited within a month failing which consent would be deemed void.
4. The more stringent norms for emission from Boiler shall be applicable to the industry developed by CPCB and or SPCB in future.
5. This consent is only valid for the emission from the Boiler 0.4 TPH,Boiler 5 TPH,Boiler 3 TPH,2 X D.G Set 1250 KVA and D.G Set 725 KVA only and the Unit should ensure that there is no adverse impact on public and environment.
6. The Unit shall develop proper green belt and rain water harvesting system as per guidelines. For green belt at least 8 feet height plants should be planted which shall be properly protected as proper irrigation and maneuvering arrangements shall be made. For the development of the green belt the guidelines issued vide Board office order no. H10405/220/2018/02 Dt. 16-02-2018 shall be complied.
7. This consent is valid only for products and quantity mentioned above. The Unit shall obtain prior approval before making any modification in product/process /fuel/ Plant machinery failing which consent would be deemed void.
8. The Unit will ensure the continuous and uninterrupted data supply from the OCEMS to the CPCB server. The unit shall maintain strict supervision on fluctuations in operating parameters with respect to each treatment unit of the Effluent treatment plant.
9. If the CPCB or UPPCB issues the Closure order against the Unit this consent order stands automatically suspended for that period.
10. The Unit shall abide by orders / directions issued by Hon'ble Supreme Court Hon'ble High Court, Hon'ble National Green Tribunal, Central Pollution Control Board and U.P Pollution Control Board for protection and safe guard of environment from time to time.

Issued with the permission of competent authority .

Ashok
Kumar
Tiwari

For and on behalf of U.P. Pollution Control Board .

C.E.O

C-1



UTTAR PRADESH POLLUTION CONTROL BOARD
T.C. 12 V, VIBHUTI KHAND, GOMTI NAGAR, LUCKNOW

Registered
Annexure - 3

Form 2
[See rule 6(2)]

Ref: H-3302 C-1/Hazardous/N-555/2016 63

Dated: 30/5/17

With reference to your application dated 08.06.2016 your earlier issued authorization No. F42090/C-1/Hazardous/N-312/2014, dated 29-4-2014 is hereby cancelled and as per the Hazardous and other wastes (Management and Transboundary Movement) Rules, 2016 the authorization is issued as follows:

1. Number of authorisation and date of issue : M-514 Hazardous. 6 of 17 dt As a beam
2. Reference of application (No. and date) : NIL
3. Mr Mukesh Agrawal of M/s Moon Beverages Ltd., 2B/1, Ecotech-III, Udyog Kendra, Greater Noida, Gautam Budh Nagar is hereby granted an authorisation based on the enclosed signed inspection report for generation, collection, storage & disposal of hazardous wastes as per following details.

Details of Authorisation

Sl. No.	Category of Hazardous waste as per Schedule I, II and III of these rules	Authorised mode of disposal or Recycle or utilization or co-processing, etc.	Quantity
1.	Used Oil Schedule I cat- 5.1	Authorised Recycler	200 ltr/month
2.	Oil Rag Schedule I cat- 5.2	TSDP	450 kg/month
3.	Used Oil Filter, Schedule I cat- 5.2	TSDP	4 Nos/month
4.	E.T.P. Sludge Schedule I cat- 35.3	TSDP	50 kg/day
5.	Empty Containers Schedule I cat- 33.1	TSDP	20 nos/month

1. The authorisation shall be valid for a period of Five Year from the date of issue, if not suspended or cancelled earlier.
2. The authorisation is subject to the following general and specific conditions.

A. General conditions of authorisation:

1. The authorisation shall comply with the provisions of Environment (Protection) Act 1986 and rules made thereunder.
2. The authorisation or its renewal shall be produced for inspection at the request of an officer of the U.P. Pollution Control Board.
3. The person authorised shall not rent lend, sell, transfer or otherwise transport the hazardous wastes without obtaining prior permission of the U.P. Pollution Control Board.
4. Any unauthorised change in personnel, equipment or working conditions as mentioned in the application by the person authorised shall constitute a breach of this authorisation.
5. The person authorised shall implement Emergency Response Procedure (ERP) for which this authorisation is being granted considering all site specific possible scenarios such as spillages, leakages, fire etc. and their possible impacts and also carry out mock drill in this regard at regular interval of time;
6. The person authorised shall comply with the provisions outlined in the Central Pollution Control Board guidelines on "Implementing Liabilities for Environmental Damages due to Handling and Disposal of Hazardous Waste and Penalty"
7. It is the duty of the authorised person to take prior permission of the U.P. Pollution Control Board to close down the facility.
8. An application for the renewal of an authorisation shall be made in form 1, before its expiry as laid down in rule. It is further brought to your notice that as per the order dated 14-11-2003 passed by the Hon'ble Supreme Court in W.P. (c) No. 657 of 1995, no industry covered under Hazardous and other Wastes (Management and Transboundary Movement) Rules, 2016 shall be allowed to operate without valid authorisation. It is also provided in the same orders that industries which are not complying with the conditions of authorisation shall not be allowed to operate. Hence in case you fail to apply for authorisation, before its expiry or fail to comply with conditions of the earlier authorisation issued to you, closure order shall be issued against your industry without any further notice.
9. Annual return shall be filled by June 30th for the period ensuring 31st March of the Year.
10. The wastes must be safely collected in leak proof containers and shall be duly marked in a manner suitable for handling, storage and transport and the packaging shall be easily visible and be able to withstand physical

- conditions and climatic factors. All hazardous waste containers / bags shall be provided with a general label. The storage area should be at an isolated spot in the premises and must be fenced, covered and duly marked.
11. The authorized person/agency shall ensure that no adverse impact on the air, soil and water including groundwater takes place due to activities for which authorization has been requested. Comprehensive safety measures must be followed in handling of wastes and the staff must be properly trained.
 12. The applicant must file returns on prescribed Form 4 along with a compliance report of this letter and should also maintain records on Form 3 and present it to Board's inspecting officials.
 13. In case of occurrence of an accident, complete details on form must be sent to U.P. Pollution Control Board at the earliest along with details of mitigative and remedial measures taken.
 14. The authorised person shall not receive, collect, or store any hazardous waste from any unauthorised occupier or generator of hazardous wastes. In case any hazardous wastes is sold to any other reprocessing unit it must be ensured that such unit is fully complying with environmental requirements and has a valid authorisation of the Board.
 15. In no case any hazardous wastes shall be disposed off on land, in any drain or stream. All spillages of hazardous chemicals, used containers, of hazardous chemicals such as flammable corrosive, explosive and toxic nature must be safely collected and stored. Non-compatible wastes must be suitably and safely handled.
 16. It is within the powers and functions of the U.P. Pollution Control Board to modify / revoke the terms and conditions of the authorisation issued under the Rule - 7 of Hazardous and-Other Wastes (Management & Transboundary Movement) Rules, 2016.
 17. You are directed to display on-line data/display board outside the main factory gate with regard to quantity and nature of hazardous chemicals being handled in the plant, including waste water and air emission and solid hazardous waste generated within the factory premises. Necessary compliance should be sent within 15 days of receipt of this letter.
 18. It is the mandatory duty of the authorised person to comply with the guidelines for transportation of hazardous waste in accordance with rule 18 of Hazardous and Other Waste (Management and Transboundary Movement) Rules, 2016.
 19. It should be ensured that hazardous wastes shall be properly collected and packed in HDPE bags and then temporarily stored in a lined RCC tank/pit with suitable shed.
 20. An ETP sludge test report of a laboratory approved under E.P. Act shall be submitted along with compliance of this letter of this office.
 21. Used oil shall be sold only to recyclers registered with U.P. Pollution Control Board. The record shall be maintained.
 22. The occupier, transporter and operator of a facility shall be liable for damages caused to the environment resulting due to improper handling and disposal of hazardous waste listed in schedule 1,2, and 3 and shall be liable to pay a fine as levied by the State Pollution Control Board under the rules.
 23. Details of raw material which is (Hazardous waste) and product along with quantity shall be sent with in a month.
 24. You shall become the member of any common TSDF for S.L.F. (M/S U.P. Waste Management Project Kumbhi Kanpur Dehat or M/s Bharat Oil & Waste Management Ltd., Kumbhi, Akbarpur, Kanpur Dehat. permitted by U.P.P.C.B), and start sending the stored hazardous wastes for final disposal to the TSDF and report back to U.P.P.C.B. with the required manifest (document of proof) within one/three month of this letter. The authorized incinerator is with M/s Bharat Oil Company, Sahibabad, Ghaziabad for oily waste and paint sludge only and common incinerator at Kumbhi, Kanpur Dehat, Uttar Pradesh for other incinerable wastes. The authorized incinerator is also with U.P. Waste Management Ltd., Kumbhi, Akbarpur, Kanpur Dehat.
 25. You are required to store the hazardous waste safely and send it to TSDF/incinerator within Ninety days/Six months of its generation.
 26. Copies of Hazardous Waste Manifest in Form-10 shall be sent regularly to U.P.P.C.B. for each category of waste sent to TSDF/ Incinerator.
 27. Emission from the Common / Captive incinerator stack shall meet the prescribed standards under Environmental Protection Act, 1986.
 28. The unit shall maintained daily record in the prescribed form 3 and submit annual returns of HW in Form 4 of the HOWM Rules, 2016.
 29. The unit shall ensure that H.W. is regularly sent to Authorized common TSDF & shall not store for more than 90 days in accordance with under rule 8 o HOWM Rules, 2016.

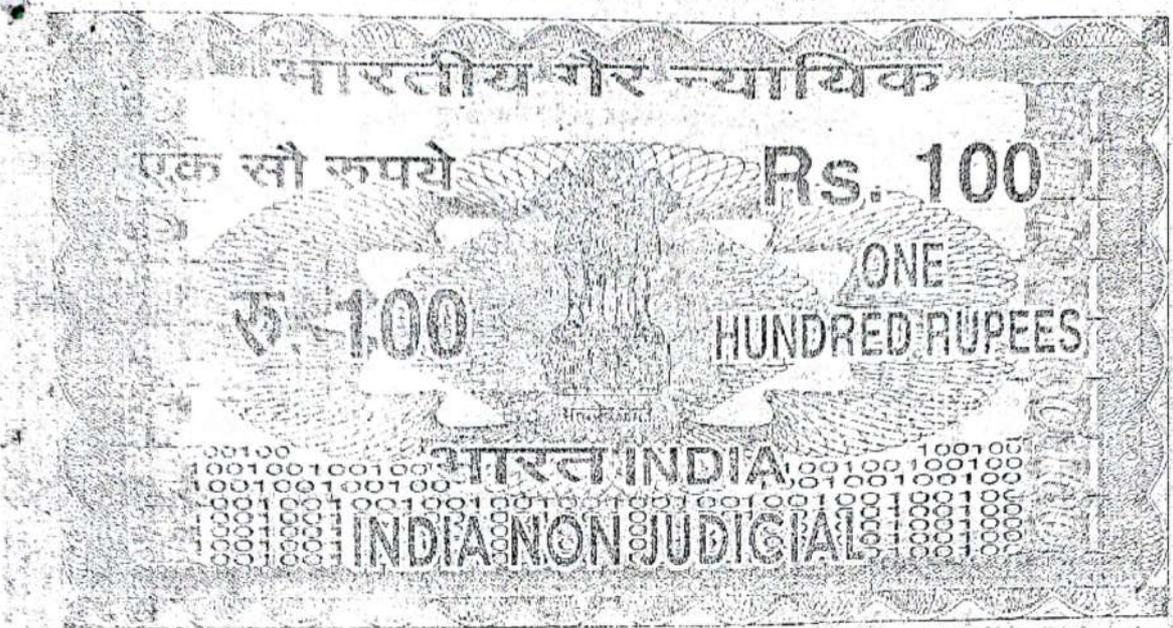
(S.C. Yadav)
Member Secretary

Copy to:- Regional Officer, U.P. Pollution Control Board, Greater Noida for information and necessary action.

Chief Environmental Officer (Circle-1)

Tandon/

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उत्तर प्रदेश UTTAR PRADESH

CR 524288

AGREEMENT

THIS AGREEMENT made on this day of 5th February of the year Two thousand and Seventeen between

M/s Uttar Pradesh Waste Management Project (A division of RAMKY Enviro Engineers Ltd.) having UPPCB Consent for Establishment Order, Ref. vide cum F01124/C-2/N.O.C./3337/06, dated 8th May, 2006 and situated at Village - Kurubhi, Distt. - Kanpur (Dehat), Uttar Pradesh and having its Registered office at 6-3-1089/G/10 & 11, Gulmohar Avenue, Rajbhavan Road, Somajiguda, Hyderabad - 500082 (AP), (herein after called ("UPWMP") and represented by it's Authorized Signatory, of the FIRST PART (which expression include their successors and assigns, unless such inclusion is inconsistent with the context or meaning thereof)

AND

M/s. Moon Beverages Ltd, having their production units at 2B/1, Ecotech-III, Udyog kendra, Greater Noida, Gautam budh Nagar (herein after referred to as the "GENERATOR") represented by its Authorized Signatory, of the SECOND PART (which expression include their successors and assigns, unless such inclusion is inconsistent with the context or meaning thereof).

WHEREAS the UPWMP has set up an engineered common facility to treat, store and dispose of Hazardous Waste as per the guidelines under Hazardous Waste (Management & Handling) Rules, 1989 and as amended Hazardous Wastes (Management, Handling and Transboundary Movement) Rules, 2008 with authorization by UP Pollution Control Board.

AND WHEREAS GENERATOR desires to get their Hazardous Waste, being generated at their production unit mentioned above as per their UP Pollution Control Board Authorization to be Collected, Transported, Treated, Stored and Disposed off, by utilizing the services of the UPWMP. Copy of Authorization is part of this Agreement.

Cont...2

or

NOW WHEREFORE THOSE PRESENT WITNESSETH AND IT IS HEREBY DECLARED AND AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

01. The Scope of service to be provided by the UPWMP is limited to Transport, Treat, Store and Dispose Hazardous Waste of the GENERATOR.
02. UPWMP shall dispose the Waste as per the mandate given to UPWMP, as it is a Common Facility catering to diverse Wastes. UPWMP shall follow Ministry of Environment & Forests, Central Pollution Control Board, UP Pollution Control Board specified rules & guidelines, along with future amendments, and adopting latest disposal technologies.
03. GENERATOR is registered as Member of UPWMP and has paid an amount of Rs.0/- (Rupees zero only) towards Membership Deposit as per the criteria mentioned in Annexure Item 01. The lifetime membership deposit is adjustable against Waste Disposal Charges only, in the event either party decides to terminate this agreement. Deposit will be applicable for minimum period of 5 years from date of signing the agreement. No interest/financial charges are applicable on the Membership Deposit collected by UPWMP.
04. The Membership No. on the Certificate and as registered with UPWMP is UPWMP-KNP-H2W-CHW-TSDF- 1349.
05. GENERATOR has mandatory obligation to provide the entire process details which leads to generation of Hazardous Waste only to UPWMP for the purpose of determining the Waste characteristics and to decide parameters for comprehensive analysis, as well as its final pathway of treatment, storage and disposal of the wastes
06. GENERATOR has mandatory obligation to declare Hazardous Waste Quantities on annual/monthly basis (as per Hazardous Waste (Management & Handling) Rules, 1989 and as amended Hazardous Wastes (Management, Handling and Transboundary Movement) Rules, 2008 and confirm to a set schedule of waste disposal to UPWMP facility as per the declaration given in Annexure. Failure to provide this information at the time of agreement or within 30 days from date of signing, shall nullify the agreement terms and conditions.
07. The registered GENERATOR obligations for utilizing the facility are:
 - Provide details in case a waste is classified as explosive /inflammable in nature the fact has to be informed to UPWMP. Detailed information on its characteristics and safe handling practices shall be furnished in advance to UPWMP. In case of any explosion or fire accident arising during transportation and during handling at UPWMP site the Generator is solely responsible, in case information as required is not furnished by the Generator.
 - Provide details of Waste in the Manifest form (Form 13 - as per Hazardous Wastes (Management, Handling and Transboundary Movement) Rules, 2008, provided by UPWMP at cost) and a TERM card (Form 11 - as per Hazardous Wastes (Management, Handling and Transboundary Movement) Rules, 2008 - provided by UPWMP at cost) to the transporter of the Waste.
 - Provide comprehensive analysis of Waste on parameters identified in Annexure Item no 08 and also other parameters as could be applicable based on the material characteristics / process. UPWMP shall also analyze the Waste for finger print analysis. The parameters for comprehensive and finger print analysis are provided in Annexure Item no. 08 & 09. In the event there are differences in the analysis results, the GENERATOR may send their samples to a mutually agreed third party at their own cost. Fresh Comprehensive analysis reports shall be provided by GENERATOR in one or more of the following occasions () there is a discrepancy between Comprehensive Analysis and Finger Print Analysis the findings will be reported to UPPCB also.
 - a) There is a change in waste characteristics
 - b) There is a change in manufacturing process
 - c) There is a change in product mix/ raw material mix

Cont...3



- d) An otherwise known reason for change in waste quantities and characteristics and/ or
e) 2 Years whichever is earlier

- 08 The Comprehensive Analysis Report shall be used to determine the Disposal Pathway based on the Waste Characteristics & as per MoEP, CPCB and UP PCB rules and guidelines issued from time to time. Disposal Pathway shall be mutually agreed between GENERATOR & UPWMP and shall form the basis for disposal / USER charges. The base charges are as defined in this agreement in Annexure - Item 02.
- 09 The Charges for Load, Unload, Collection, Transport, Treatment, Storage, Disposal facility (herein after called as USER CHARGES) will be applicable to GENERATOR as per Annexure - Item No. 02, Item No. 03 & 04. User Charges quoted in Annexure head wise are the initial basis rates for the GENERATOR which is indicative and all the charges which are defined by UPWMP on a time to time basis shall apply on pro-rata basis common to all UPWMP MEMBERS who have signed similar agreement with UPWMP.
- 10 User Charges are subject to Annual Revision also on the basis inflation / escalation of fuel costs, on major price escalations viz., Power Tariff, Change in Disposal Technologies / Method, Wage Hike or wholesale price index or otherwise.
- 11 The GENERATOR based upon the requirement and suitability has the option to utilize containers provided by UPWMP and pay the container maintenance charges for providing Containers at their premises as per Annexure Item no. 05 (a). Considering the environmental conditions and corrosive / abrasive nature of Hazardous Wastes, the Container shall be maintained in good condition by UPWMP for 3 (Three) years. However UPWMP is not responsible for any damage to the Container while in storage at GENERATOR premises and GENERATOR shall be liable for restoration/ replacement of the Container cost as applicable. After expiry of three years the Container maintenance charges is adjusted against the Container demise and GENERATOR shall again pay container maintenance charges to UPWMP at applicable rates prevailing at that point of time.
- 12 UPWMP will supply the specially designed containers, if the generator wants, to help segregate the Waste and arrange the transportation of such containers from the GENERATOR premises. GENERATOR opting to transport their own waste may do so after getting authorization from the UP Pollution Control Board and have the option to be use Containers provided by UPWMP with adequate material handling equipment or the Waste has to be packaged as per the directions of UPWMP for safe handling, transport and disposal.
- 13 Handling Charges of the Container are exclusive of User Charges and is based on the size, capacity and degree of operational difficulty of the container handling. UPWMP will employ special Material Handling Equipment to Lift & Load these Containers at GENERATOR premises for which a nominal charge on per ton basis will be charged as Container Handling Service Charges accordingly as per Annexure Item no. 05 (b).
- 14 The main modes of disposal shall be direct landfill, stabilization followed by landfill, direct incineration, incineration after treatment of Waste etc. The modes of disposal are dependent on the Waste characteristics.
- 15 The GENERATOR will have to pay additional Stabilization Charges, if the Waste needs to be stabilized before landfill, as per the formula mentioned in Annexure Item 02 (b). The bulking factor shall be calculated by UPWMP based upon the material added for stabilization.
- 16 The UPWMP on receipt of information from the GENERATOR, will plan and schedule collection of the Waste from the GENERATOR premises. Safety of community (humans, flora, fauna) during transportation is prime and thus safety information will have to be provided by the GENERATOR in (Form 12), Waste Transportation Manifest (Form 13) and IERM Card (Form 11) for every Waste type as per Hazardous Wastes (Management, Handling and Transboundary Movement) Rules, 2008. In the event of false information to UPWMP of any nature, all associated direct and indirect liabilities are the responsibility of the GENERATOR.

Cont...4

- 17. In case a Waste is classified as explosive in nature, the fact has to be informed to UPWMP. Detailed information on its characteristics and safe handling practices shall be furnished in advance to the UPWMP. In case no information is provided, or information is held back and in the event of any explosion or accident during transportation and during handling at UPWMP site the GENERATOR is solely responsible for all associated direct and indirect liabilities.
- 18. In case, for any reason, if UPWMP vehicle is sent back to the UPWMP without giving the Waste, even after being requisitioned by the GENERATOR, the GENERATOR has to pay the TRANSPORT CHARGES for that trip as mentioned under Annexure Item 02 (C) for the full capacity load of vehicle.
- 19. GENERATOR is responsible to segregate/store/accumulate/fill/load the Hazardous Waste in the container provided by UPWMP in a sanitary manner and so also, the container area should be accessible to the UPWMP vehicle, to come and collect the Container. The Transporter reserves the right to reject collection of Hazardous Waste spilled over the ground and Container whose exteriors are soiled by Hazardous Waste spillage.
- 20. The GENERATOR has to pay a fixed amount to UPWMP as minimum monthly service commitment charges every month for the purpose of utilization of UPWMP services. This amount shall be adjusted against every month User Charges invoices or in calendar period of one year. In the event, for whatsoever reason, the GENERATOR is unable to utilize the facility services for a particular month/period, the GENERATOR shall forfeit the amount that is unutilized in that calendar year. The charges are mentioned in Annexure Item no 06.
- 21. The monthly User Charges invoice will be sent to the GENERATOR on or before 5th of every succeeding month and the bill amount shall be paid on or before 15th of the same month (or within 10 days of receipt of bill).
- 22. The payments delayed beyond the period stipulated vide (21) above, interest shall be levied at the rate of 2.5% per month for the outstanding amount. If the outstanding amount has not been paid during the month, UPWMP reserves the right to refuse to extend the facility's services to the GENERATOR and even may terminate this agreement.
- 23. UPWMP reserves the right to terminate the Membership and agreement in the event GENERATOR fails/refuses to pay the bills/dues within three months of raising the bill otherwise penal interest will impose 30 % per annum.
- 24. Wastes which require alternate destruction technologies like reuse/ recycle etc shall be handled at this facility. However, the prices for such treatment techniques shall be determined on a case to case basis purely based on their characteristics.
- 25. Notwithstanding anything else contained herein, neither PARTY hereto shall be liable for damages or to have this AGREEMENT terminated for any delay or default in the performance of such PARTY hereunder if such delay or default in performance derives from conditions beyond the reasonable control of such PARTY, including but not limited to, acts of God, strikes, fires, floods, extreme drought, shortage of supply, riots, work stoppages, embargoes, governmental actions or damage to the plant or facility or any cause unavoidable or beyond the control of either party including any arbitrary ruling by the Government prohibiting the handling of the Waste or continuing domestic or international problems such as wars or insurrections.
- 26. This Agreement shall be deemed to represent the entire Agreement between the parties hereto regarding the subject matter hereof and shall supersede, cancel and replace any and all prior agreements or arrangements, if any, in this behalf, by and between the parties hereto.
- 27. Nothing contained herein shall be deemed to constitute a partnership, joint venture or agency by and between the parties hereto.

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CC 379780

उत्तर प्रदेश UTTAR PRADESH

AGREEMENT FOR SAFELY DISPOSAL OF HAZARDOUS WASTE (USED LUBE OIL)

This agreement is made and executed at July, 1st 2020 to June, 30, 2021.

By and Between:

M/s MOON BEVERAGES LTD 2B/1, ECOTECH III GREATER NOIDA DISTT- GAUTAMBUDH NAGAR [Thereinafter referred to as the 'First Party'] which expression shall unless repugnant to the context or meaning hereof mean and include its representative, successors in interest, executors, administrators, liquidators and permitted assigns], through its duly Mr. SR. PANDE of the one part;

And

M/s IFP Petro Products Pvt Ltd, 16/2, C Industrial Area Site IV Sahibabad, Ghaziabad hereinafter referred to as the "Second Party", which expression shall, unless repugnant to the context or meaning hereof, mean and include its representatives, successors in interest, executors, administrators, liquidators and permitted assigns], through its duly Authorized Signatory
Mr. Kishore Kumar, Senior Commercial Executive of the other part;

(The above mentioned Parties to this agreement shall also be collectively referred to as "Parties" and individually as "Party").

AND WHEREAS the Second Party has represented that they are the authorized, registered and licensed under State Pollution Control Board and have a cost effective organization of Hazardous Waste to safely dispose generated waste oil and has requested to purchase the Used Lube Oil from the first party and First Party has accepted the request of Second Party on the terms and conditions set forth in this agreement.

Page 1 of 4

Kishore Kumar
Authorized Signatory
For IFP Petro Products Pvt. Ltd.

5. The Second Party shall ensure that the vehicle for transportation of hazardous is in perfect condition and the driver has valid driving license and other permission and necessary papers. If any of the transport is approved by State Pollution Control Board is there, then vehicle will be arranged from the transporting agency only.
6. That the Second Party will ensure that before loading all hazardous waste containers are labeled (as per form-8 of the rule).
7. That If any material is found to be taken out by Second Party except permitted than First Party have the sole right to cancel the agreement with immediate effect. The case will be handed over to First Party's Legal Staff for future action.

THAT THE SECOND PARTY UNDERTAKES AS UNDER:

1. That the Second Party represents that they have the specialization to handle Hazardous Waste, used oil and permission under Applicable Rule i.e. Hazardous Waste (Management and Handling) Rules 1989 Amended 2016.
2. That the Second Party will ensure that the hazardous waste will be Loaded stored and copy of TERM card (as per Form-9 of the above mentioned Rule) be given. In case of any doubt, concern First Party's Officials may be asked for the clarification.
3. That the Second Party will produce consent from respective State Pollution Control Board (Form -2) and the approval of the disposal site from Ministry of Environment & Forest.
4. That the First Party will receive the 7 copies of manifest from the Second Party as per from 10 of the above mentioned rule.
 - Copy 1 (White) To be forwarded by the sender to the State Pollution Control Board after signing all the seven copies.
 - Copy 2 (Yellow) To be retained by the sender after taking signature on it from the transporter and the rest of the five signed copies to be carried by the transporter.
 - Copy 3 (Pink) To be retained by the receiver (actual user or treatment storage and disposal facility operator) after receiving the waste and the remaining four copies are to be duly signed by the receiver.
 - Copy 4 (Orange) To be handed over to the transporter by the receiver after accepting waste.
 - Copy 5 (Green) To be sent by the receiver to the State Pollution Control Board.
 - Copy 6 (Blue) To be sent by the receiver to the sender.
 - Copy 7 (Grey) To be sent by the receiver to the State Pollution Control Board of the sender in case the sender is in another State.

AND WHEREAS it is deemed expedient to record the terms and conditions between the parties in this Agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED COVENANTED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS.

1. That the First Party has agreed to engage Second Party on terms and conditions contained hereinafter for selling used lube oil from First Party.
2. That Second Party will purchase the used oil from first parties as mentioned above sites at rates mentioned in this agreement.
3. That Second Party shall use its best skills and judgments and shall perform all services timely, diligently and to the reasonable scarification of the First Party in a whole.
4. That the Second Party shall provide the service diligently and in conformity with the applicable laws and regulations. Second Party shall carry out the service in under the supervision of employees of First Party.
5. That the services to be provided by the Second Party are detailed in this agreement. However it is expressly understood between the parties that scope of work is only indicative of the services to be provided by Second Party and not an exhaustive list of the services to be provided by Second Party and the First Party will be entitled to add more service in the scope of work.
6. That Second Party undertakes to fulfill all the formalities and requirements of Government of India, Ministry of Environment and Forest and CPCB and other authorities.
7. That the Second Party will be responsible for collection of used oil at price indicated against each item hereunder.

THAT THE SCOPE OF WORK WILL BE AS UNDER:

1. That used oil will be sold to second party under the supervision of representative of First Party.
2. That the representative of the First Party shall observe the loading of the vehicle when used oil is taken from the Second Party. In Such case Second Party representative will accompany the truck during the time it is lifted from the sites.
3. That the clearance of the paper such as material gate pass / invoice copy & E-way bill etc. will be provided by the First Party.
4. That at the disposal site, waste will be stored as per the categorization and adequately segregated. All precautions shall be taken to avoid spillage of any kind and leaching to the soil. The Second Party shall ensure that the people handling waste products Pvt. Ltd. have adequate training and knowledge of type of hazardous waste being handled.

5. That the Second Party undertakes to indemnify and keep indemnified the First Party in case of any misuse, mishandling, pilferage or spillover of the hazardous waste by the Second Party, its employee, agents and / or any authorized person thereof resulting in any penalty, liability and damages under any rule, regulation, Acts, Notification imposed by the authority concerned.

THAT THE PAYMENTS TERMS WILL BE AS UNDER:

1. The respective rates for used oil, payable by Second Party shall be as follows:-

S. No	Description	UOM	Unit rates
1	Used oil (Without Water and Sludge fill up to top of 220 Ltr)	With Drum	As per the Base oil report & used oil formulation Per Barrel With Tax & Duties taking the delivery time.

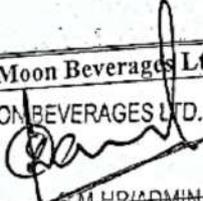
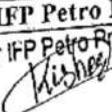
a. All taxes GST & Tcs, is inclusive.

b. All Payments to be made in advance through Cheque/ NEFT Deposit after Order.

c. The transportation and any other cost required for used oil collection will be borne by Second Party.

THAT THE DURATION OF AGREEMENT WILL BE AS UNDER:

> This agreement shall be affective for a period of One year and commenced from July 1, 2020 to June 30, 2021.

M/s Moon Beverages Ltd MOON BEVERAGES LTD. 	M/s IFP Petro Products Pvt Ltd For IFP Petro Products Pvt. Ltd.  Authorized Signatory
PARTICULARS OF SIGNATORY Mr.SR.PANDE Auth. Signatory	PARTICULARS OF SIGNATORY Mr. Kishore Kumar Auth. Signatory

एक सौ रुपये

Rs. 100

20 MAY 2019

₹. 100



ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

EY 404589

AGREEMENT

This Agreement is made and executed on this **1st day of July 2019.**

By and between

Moon Beverages Limited, a company incorporated and registered under the provisions of the Companies Act, 1956 and having its registered office at A-32, Site-IV, Sahibabad Industrial Area, Sahibabad, Ghaziabad, U.P., (hereinafter referred to as '**Company**' which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors in business and assigns) of the **FIRST PART**

And

GEM Enviro Management Pvt Ltd, having its registered Office at P-3, Unit No 203, Central Square, Bara Hindu Rao, New Delhi, 110006, India (hereinafter referred to as "Service Provider" which expression shall, unless repugnant to the context or contrary to the meaning thereof, be deemed to mean and include its successors, authorized signatories, administrators & permitted assigns) of the Other Part;

Company and Service Provider shall jointly be referred to as "**Parties**" and individually as "**Party**".

For MOON BEVERAGES LTD.
A.S. Bhatnagar
Authorized Signatory



170

24/6/19

Moan Beverages Ltd
677

100

2

[Signature]

WHEREAS:

- A. Company, *inter alia*, **Unit 1** situated at A-32, Site-IV, Industrial Area Sahibabad, Distt. Ghaziabad, U.P. – 201010 And **Unit 2** at 2B/1, Ectech III, Udyog Kendra, Greater Noida, G.B.Nagar, is engaged in the business of Production, sales and marketing of Coca Cola Brands, under the licensed/owned trademarks including but not limited to Coca Cola, ThumsUp, Limca, Sprite, Fanta, Maaza, Kinley Packaged Drinking Water Etc.
- B. The Company, as a part of the Extended Producer's Responsibility under the Plastic Waste Management Rules, 2016 and also to ensure compliance under other Rules, Notifications, Guidelines etc. ("Rules") being issued by various State governments, seeks to engage an organization which shall be responsible for the Collection and Recycling of Post Consumed Plastic Waste ("Project").
- C. The Service Provider is an organization which is efficiently carrying on its business of plastic waste collection and recycling in India. **Annexure A**, captures the Scope of Work of the Service Provider mutually agreed between the Parties and constitutes the Scope of Work under this Agreement.
- D. Based on mutual discussions and deliberations between both the parties, Company has accepted the Proposal forwarded by the Service Provider, which is made an integral part of this Agreement, and thus both the parties agree to terms of this agreement.
- E. In consideration of the duties and responsibilities of the Company under the EPR Scheme and the expertise of the Service Provider in plastic waste management, the Company and Service Provider agree to the following terms and conditions.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. SERVICES AND PROCEDURE FOR PROVIDING SERVICES

- 1.1 Service Provider shall render Services to Company as more particularly set forth in **Annexure A**. Such Services shall form part of and be incorporated into and subject to the terms and conditions of this Agreement and shall set forth the specific work to be performed by the Service Provider.
- 1.2 Service Provider shall be required to modify/amend the scope of service which essentially forms the Action Plan, if so required by any change in the Rules or any orders/clarifications issued by the appropriate authority under the Rules or otherwise. Compensation for such change in the scope of work shall be mutually agreed upon between the parties.
- 1.3 In providing these Services, both the parties shall cooperate and coordinate with each other as to all aspects. Company shall designate one or more employees who shall be the authorized representative(s) of Company in all interactions with Service Provider.
- 1.4 During the performance of Services pursuant to this Agreement, both the parties will ensure that it conducts its respective businesses and activities, in terms of this agreement, in such a manner that the reputation, standing and goodwill of both the parties are in no way adversely affected or compromised.

For MCGM
AS



- 1.5 The schedule of Services set forth in **Annexure A** may be changed or altered only by the written agreement of the Parties.
- 1.6 It is mutually agreed that the Service Provider shall provide materials and equipment necessary to perform its Services under this Agreement and further the Company shall assist the Service Provider as and when it is required, as per mutual understanding.
- 1.7 The Service Provider and the Company shall carry out their respective obligations and undertakings under this Agreement in accordance with the highest standards of professionalism and at a service level sufficient, appropriate and necessary under this Agreement. Both the parties shall strictly adhere and comply with the terms and conditions of this Agreement, including subsequent policy/guidelines as may be issued from time to time by the Government of India or by the State government.
- 1.8 The Service Provider and the Company shall at all times co-operate with each other in the event of any audit carried out by the any authority under the Rules or otherwise.
- 1.9 The Company shall be free to take up any other assignment which is not inconsistent with the proper discharge of its obligations under this Agreement.

2. PAYMENT

- 2.1 Service Provider shall Invoice Company a Service Provider Fee as specified in '**Annexure B**'.
- 2.2 The Service Provider shall provide the services to the Company against issuance of valid tax invoice as per provisions of Goods and Service Tax ("GST") or any other applicable taxes imposed by law that may be required by the parties to claim the credit of GST or such other taxes.
- 2.3 Except as otherwise provided herein, all invoices shall be payable by Company within 30 (Thirty) days from the receipt of an undisputed invoice from Service Provider.

3. CONFIDENTIALITY

- 3.1 As used herein, the term "Confidential Information" shall include: (a) any plans and objectives, any scientific or technical data, pricing, information, samples, design, process, procedure, formulae and results from the Services; (b) any improvement disclosed by the disclosing party that is commercially valuable to the disclosing party or its affiliates, subsidiaries or related companies, and not generally known in the industry.
- 3.2 Confidential Information is and shall remain the property of disclosing party and receiving party's obligations of confidentiality and non-use shall survive the termination of this Agreement for a period of 1 (one) year. Upon completion or termination of the performance of Services hereunder, the receiving party agrees to deliver to disclosing party all tangible forms of Confidential Information.



4. **WARRANTY AND INDEMNIFICATION**

- 4.1.1 Parties warrants that: (a) it has all necessary power and authority to enter into this Agreement; (b) this Agreement and performance hereunder does not and will not violate the terms of any other contract, covenant or agreement between either Party and any third Party now existing or hereinafter entered into;
- 4.2 Neither Party shall assume any liability for the actions nor omissions of the other Party except as stated in this Agreement
- 4.3 Both the parties shall comply with all applicable laws, rules, and regulations in force relating to or appertaining to the due and proper performance of their duties and obligations under this Agreement.

5. **TERM & TERMINATION**

- 5.1 This Agreement shall be effective from 1st of July 2019 and shall remain valid for a period of 12 months and may be extendable for such periods upon such terms and conditions as may be mutually agreed.
- 5.2 Parties shall have the right to terminate this Agreement, by giving a notice of 30 days (thirty days) in writing, if the other Party breaches any of the terms and conditions of this Agreement.

6. **LIMITATION OF LIABILITY**

In no event shall either party be liable for any incidental, indirect, special or consequential damages in connection with or arising from this Agreement. Either Party's maximum aggregate liability for a proven breach of this Agreement shall at no time exceed the value of the Scope of Work.

7. **DISPUTE RESOLUTION**

- 7.1 Any dispute or difference or claim arising out of or in relation to this Agreement including the construction, validity, performance or breach thereof which the Parties cannot settle by mutual agreement shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any statutory amendments thereto from time to time.
- 7.2 The award of the arbitrator/s shall be final and binding on both the Parties.
- 7.3 The Arbitration shall be held at Delhi and the language shall be English.

Page 4

For MOON BEVERAGES LTD.
A.S. [Signature]
Authorized Signatory



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8. GENERAL PROVISIONS

8.1 Entire Agreement

This Agreement sets forth the full and complete understanding of the Parties as of the date first above stated, and it supersedes any and all agreements and representations between the parties made or dated prior to the date of this Agreement with respect to Service Provider providing these Services to Company.

8.2 Notices

All notices pertaining to this Agreement shall be in writing, and shall be deemed to have been duly given if hand delivered or mailed by certified or registered mail, postage prepaid, and if addressed to the party at the address shown at the signature line hereof or if addressed to such other address as may be furnished in writing by either party.

8.3 Assignment

This Agreement is personal in nature and cannot be assigned by Service Provider without the prior written consent of Company. Assignment of this Agreement shall not relieve the assignor until this Agreement shall have been assumed by the assignee. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee.

8.4 Waiver

No provision, requirement, or breach of this Agreement may be waived by either party except in writing.

8.5 Captions

The captions used herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of the intent of any Section or Paragraph hereof.

8.6 Governing Law

The Courts in Delhi shall have exclusive jurisdiction in the event of any dispute between the Parties of this Agreement.

8.7 Severability

The failure of either party at any time or times to require performance of any provisions hereof shall in no manner affect its right at a later time to enforce such provision. In the event that any provision of this Agreement or part thereof is determined to be illegal or otherwise unenforceable by a court of law, such provision or part thereof shall be (a) modified to the minimum extent necessary to render such provision enforceable and preserve the parties' intent, or (b) severed, if necessary, and in each case the balance of the Agreement shall continue in full force and effect.



8.8 Construction

This Agreement shall not be construed against the party preparing it but shall be construed as if both Parties jointly prepared this Agreement, and any uncertainty and ambiguity shall not be interpreted against any one party.

IN WITNESS WHEREOF, the Parties herein have hereunto set their hands as of the day and year aforesaid.

For MOON BEVERAGES LTD.
A. S. Pahuja
Moon Beverages Limited.
Authorized Signatory

SACHIN

For (name of Service Provider)
GEM Enviro Management Pvt Ltd

Name *A. S. PAHUJA*
Designation *Sr. Manager H.R.*

Name *Sachin Sharma*
Designation *Director*

Witness:

1. *1. Rakesh Raman*
2. *18, Maheshwari*
- Guna Angad Nagar*
- Delhi-92*
2. *Fazhat Khan*
- 333, Hindonkhasa*
- Chehriabad UP 201001*

Annexure B

Payment Terms

1. Service charges @ Rs 1/ kg (Rupee one per Kg.) + GST for Recyclables.
2. Support in Awareness & PR activities, wherever possible.

For MOON EARTH
A. S. [Signature]
Authorised Signatory



Superintending Hydrogeologist



भारत सरकार
केन्द्रीय भूमि जल प्राधिकरण
जल संसाधन, नदी विकास
और गंगा संरक्षण मंत्रालय

Government of India
Central Ground Water Authority
Ministry of Water Resources,
River Development & Ganga Rejuvenation

CGWA/IND/Proj/2015-94 -R

No.21-4(275)/ NR /CGWA /2010- 1497

Dated:- 28 SEP 2015

To,

M/s Moon Beverages Ltd.,
2B/1, Ecotech III, Udyog Kendra
Greater Noida, District Gautam Budh Nagar,
Uttar Pradesh

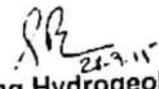
Sub:- Renewal of NOC for ground water withdrawal to M/s Moon Beverages Ltd., for their existing carbonated soft drinks, juices & packaged drinking water plant located at Plot No. 2B/1, Ecotech-III, Udyog Kendra, Greater Noida, Block Dadri, District Gautam Budh Nagar, Uttar Pradesh -reg.

Refer to application dated 12.05.2015 on the above cited subject. Based on recommendations of Regional Director, Central Ground Water Board, Northern Region, Lucknow vide his office letter No. 10(1)/CGWA/NR/GWC/15-791 dated 14.05.2015 and further deliberations on the subject, the renewal of NOC issued vide this office letter of even no. dated 5.7.2013, is hereby accorded to M/s Moon Beverages Ltd., for their existing carbonated soft drinks, juices & packaged drinking water plant located at Plot No. 2B/1, Ecotech-III, Udyog Kendra, Greater Noida, Block Dadri, District Gautam Budh Nagar, Uttar Pradesh. The renewal is however subject to the following conditions:-

1. The firm may continue to abstract 1691 m³/day (and not exceeding 5,07,300 m³/year) of ground water through existing 3 (three) tubewells only. No additional ground water abstraction structures to be constructed for this purpose without prior approval of the CGWA.
2. All the wells to remain fitted with water meter and monitoring of ground water abstraction to be continued on regular basis at least once in a month. The ground water quality to be monitored twice in a year during pre monsoon and post monsoon periods.
3. M/s Moon Beverages Ltd., shall implement ground water recharge measures to the tune of 2,04,042 m³/year for augmenting the ground water resources in consultation with the Regional Director, Central Ground Water Board, Northern Region, Lucknow.

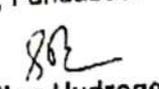
West Block - 2, Wing - 3, Sector - 1, R.K. Puram, New Delhi - 110066
Tel : 011-26175362, 26175373, 26175379 • Fax : 011-26175369
Website : www.cgwa-noc.gov.in

4. The firm shall continue to execute ground water regime monitoring programme in and around the project area through piezometers on regular basis in consultation with the Regional Director, Central Ground Water Board, Northern Region, Lucknow.
5. The ground water monitoring data in respect of S. No. 2 & 4 to be submitted to Regional Director, Central Ground Water Board, Northern Region, Lucknow on regular basis at least once in a year.
6. The firm shall ensure proper recycling and reuse of waste water after adequate treatment.
7. Action taken report in respect of S.N o. 1 to 6 may be submitted to CGWA within one year period.
8. The renewal is liable to be cancelled in case of non-compliance of any of the conditions as mentioned in S. No. 1 to 7.
9. This NOC is subject to prevailing Central/State Government rules/laws or Court orders related to construction of tubewell/ground water withdrawal/construction of recharge or conservation structures/discharge of effluents or any such matter as applicable.
10. This NOC does not absolve the applicant / proponent of his obligation / requirement to obtain other statutory and administrative clearances from other statutory and administrative authorities.
11. The NOC does not imply that other statutory / administrative clearances shall be granted to the project by the concerned authorities. Such authorities would consider the project on merits and be taking decisions independently of the NOC.
12. This renewal is valid for three years from date of issuance of this letter. Upon review of status of compliance of the above conditions after three years, decision for revalidation of approval will be considered.


 24.7.15
 Superintending Hydrogeologist

Copy to:

1. The Regional Officer, Uttar Pradesh Pollution Control Board, Regional Office, Block E-12/1, Sector-1, Noida-201301, Uttar Pradesh.
2. The Regional Manager, Uttar Pradesh State Industrial Development Corporation Ltd., Administrative Building, EPIP Industrial Area, Surajpur-5, Kasna, Greater Noida-201306, District G. B. Nagar, Uttar Pradesh.
3. The Chairman and CEO, Greater Noida Industrial Development Authority (A Govt. of UP Undertaking), 169, Chitvan Estate, Sector Gamma-II, Greater Noida, Gautam Budh Nagar, District G. B. Nagar-201308, Uttar Pradesh.
4. The Regional Director, Central Ground Water Board, Northern Region, Bhujal Bhawan, Sector B, Sitapur Road Yojana, Lucknow, U.P. This has reference to your letter No. 10(1)/CGWA/NR/GWC/15-791 dated 14.05.2015.
5. The District Magistrate, Gautam Budh Nagar District, Uttar Pradesh.
6. TS to Chairman, Central Ground Water Board, Bhujal Bhawan, Faridabad.
7. Guard File 2015-16.


 Superintending Hydrogeologist



Annexure-7

REGIONAL OFFICE LABORATORY
UTTAR PRADESH POLLUTION CONTROL BOARD

E-12/1, Sector-01, Noida, Gautam Budh Nagar (U.P.) 201301

INDUSTRIAL WASTE WATER SAMPLE ANALYSIS REPORT

1. Sample Code No- 83-MII /Gr.N-Aug/2020
2. Name of the Industry - M/s- Moon Beverages Ltd.
Plot No.-02B/1, Udyog Kendra, Ecotech-III, Greater Noida
3. Sample Collected by - Sri Kamlesh Singh, Sci-E, CPCB, Sri- Akhilesh Pratap Singh, Nayab Tehsildar, Sadar, Sri- Madhukar Singh, Sci-B CGWA, Sri-Kishan Singh, AEE, UPPCB, Gr. Noida & Sri-N.K. Jain, S.M, Gr. Noida
4. Date and Time of Sample Collection- 26.08.2020
5. Sampling Point - Inlet of E.T.P

S.N.	Parameters	Values in mg/l except pH	Standard prescribed by C.P.C.B
1.	Colour	Blackish	-
2.	Odour	Sl. Unpleasant	-
3.	pH	7.45	6.5 to 8.5
4.	Total suspended Solids	348.0	100.0 mg/l
5.	Total dissolved Solids	3246.0	-
6.	Total Solids	3594.0	-
7.	Biochemical Oxygen Demand (3 days Incubation at 27°C)	660.0	30.0mg/l
8.	Chemical Oxygen Demand (Dichromate reflux method)	1600.0	250.0mg/l
9.	Oil and Grease	-	10.0mg/l

Specific Parameters:

10.	Chromium (Hexavalent) (Cr ⁶⁺)	-	0.1mg/l
11.	Total Chromium (Cr)	-	2.0mg/l
12.	Zinc (as Zn)	-	5.0mg/l
13.	Nickel (as Ni)	-	3.0mg/l
14.	Iron (as Fe)	-	3.0mg/l
15.	Copper (as Cu)	-	3.0mg/l
16.	Cobalt (as Co)	-	3.0mg/l
17.	Cadmium (as Cd)	-	2.0mg/l
18.	Phosphate (PO ₄ ³⁻)	-	5.0mg/l

Remarks:

GK
31/08/2020
Scientific Assistant

seal
31-08-2020
Asstt. Env. Engineer

Pleee
Regional Officer

CR



REGIONAL OFFICE LABORATORY
UTTAR PRADESH POLLUTION CONTROL BOARD

E-12/1, Sector-01, Noida, Gautam Budh Nagar (U.P.) 201301

INDUSTRIAL WASTE WATER SAMPLE ANALYSIS REPORT

1. Sample Code No- 85-M11G/Gr.N-Aug/2020
2. Name of the Industry - M/s- Moon Beverages Ltd.
Plot No.-02B/1,Udyog Kendra, Ecotech-III, Greater Noida
3. Sample Collected by - Sri Kamlesh Singh, Sci-E, CPCB, Sri- Akhilesh Pratap Singh, Nayab Tehsildar, Sadar, Sri- Madhukar Singh, Sci-B CGWA, Sri-Kishan Singh, AEE, UP PCB, Gr. Noida & Sri-N.K.Jain, S.M.Gr. Noida
4. Date and Time of Sample Collection- 26.08.2020
5. Sampling Point - Inlet of E.T.P

S.N.	Parameters	Values in mg/l except pH	Standard prescribed by C.P.C.B
1.	Oil and Grease	N.D	-

Remarks:


31/08/2020
Scientific Assistant


31-08-2020
Asstt. Env. Engineer


Regional Officer



REGIONAL OFFICE LABORATORY
UTTAR PRADESH POLLUTION CONTROL BOARD

E-12/1, Sector-01, Noida, Gautam Budh Nagar (U.P.) 201301

INDUSTRIAL WASTE WATER SAMPLE ANALYSIS REPORT

1. Sample Code No- 84-M12 /Gr.N-Aug/2020
2. Name of the Industry - M/s- Moon Beverages Ltd.
Plot No.-02B/1, Udyog Kendra, Ecotech-III, Greater Noida
3. Sample Collected by - Sri Kamlesh Singh, Sci-E, CPCB, Sri- Akhilesh Pratap Singh, Nayab Tehsildar, Sadar, Sri- Madhukar Singh, Sci-B CGWA, Sri-Kishan Singh, AEE, UPPCB, Gr. Noida & Sri-N.K. Jain, S.M, Gr. Noida
4. Date and Time of Sample Collection- 26.08.2020
5. Sampling Point - Outlet of E.T.P

S.N.	Parameters	Values in mg/l except pH	Standard prescribed by C.P.C.B
1.	Colour	Colourless	-
2.	Odour	Odourless	-
3.	pH	7.14	6.5 to 8.5
4.	Total suspended Solids	71.0	100.0 mg/l
5.	Total dissolved Solids	1105.0	-
6.	Total Solids	1176.0	-
7.	Biochemical Oxygen Demand (3 days Incubation at 27°C)	18.0	30.0mg/l
8.	Chemical Oxygen Demand (Dichromate reflux method)	192.0	250.0mg/l
9.	Oil and Grease	-	10.0mg/l

Specific Parameters:

10.	Chromium (Hexavalent) (Cr ⁶⁺)	-	0.1mg/l
11.	Total Chromium (Cr)	-	2.0mg/l
12.	Zinc (as Zn)	-	5.0mg/l
13.	Nickel (as Ni)	-	3.0mg/l
14.	Iron (as Fe)	-	3.0mg/l
15.	Copper (as Cu)	-	3.0mg/l
16.	Cobalt (as Co)	-	3.0mg/l
17.	Cadmium (as Cd)	-	2.0mg/l
18.	Phosphate (PO ₄ ⁻)	-	5.0mg/l

Remarks:


31/08/2020
Scientific Assistant


31.08.2020
Asstt. Env. Engineer


Regional Officer



UTTAR PRADESH POLLUTION CONTROL BOARD

E-12/I, Sector-01, Noida, Gautam Budh Nagar (U.P.) 201301

INDUSTRIAL WASTE WATER SAMPLE ANALYSIS REPORT

1. Sample Code No- 86-M12G/Gr.N-Aug/2020
2. Name of the Industry - M/s- Moon Beverages Ltd.
Plot No.-02B/I, Udyog Kendra, Ecotech-III, Greater Noida
3. Sample Collected by - Sri Kamlesh Singh, Sci-E, CPCB, Sri- Akhilesh Pratap Singh, Nayab Tehsildar, Sadar, Sri- Madhukar Singh, Sci-B CGWA, Sri-Kishan Singh, AEE, UPPCB, Gr. Noida & Sri-N.K. Jain, S.M, Gr. Noida
4. Date and Time of Sample Collection- 26.08.2020
5. Sampling Point - Outlet of E.T.P

S.N.	Parameters	Values in mg/l except pH	Standard prescribed by C.P.C.B
1.	Oil and Grease	N.D	10.0mg/l

Remarks:

Ek
31/08/2020
Scientific Assistant

2021
31.08.2020
Asstt. Env. Engineer

Pasee
Regional Officer



UTTAR PRADESH POLLUTION CONTROL BOARD

E-12/1, Sector-01, Noida, Gautam Budh Nagar (U.P.) 201301

INDUSTRIAL WASTE WATER SAMPLE ANALYSIS REPORT

1. Sample Code No- 87-MS1 /Gr.N-Aug/2020
2. Name of the Industry - M/s- Moon Beverages Ltd.
Plot No.-02B/1, Udyog Kendra, Ecotech-III, Greater Noida
3. Sample Collected by - Sri Kamlesh Singh, Sci-E, CPCB, Sri- Akhilesh Pratap Singh, Nayab Tehsildar, Sadar, Sri- Madhukar Singh, Sci-B CGWA, Sri-Kishan Singh, AEE, UPPCB, Gr. Noida & Sri-N.K.Jain, S.M, Gr. Noida
4. Date and Time of Sample Collection- 26.08.2020
5. Sampling Point - Inlet of S.T.P

S.N.	Parameters	Values in mg/l except pH	Standard prescribed by C.P.C.B
1.	Colour	Blackish	-
2.	Odour	Unpleasant	-
3.	pH	8.46	6.5 to 8.5
4.	Total suspended Solids	328.0	100.0 mg/l
5.	Total dissolved Solids	2848.0	-
6.	Total Solids	3136.0	-
7.	Biochemical Oxygen Demand (3 days Incubation at 27°C)	210.0	30.0mg/l
8.	Chemical Oxygen Demand (Dichromate reflux method)	560.0	250.0mg/l
9.	Oil and Grease	-	10.0mg/l

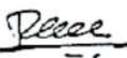
Specific Parameters:

10.	Chromium (Hexavalent) (Cr ⁶⁺)	-	0.1mg/l
11.	Total Chromium (Cr)	-	2.0mg/l
12.	Zinc (as Zn)	-	5.0mg/l
13.	Nickel (as Ni)	-	3.0mg/l
14.	Iron (as Fe)	-	3.0mg/l
15.	Copper (as Cu)	-	3.0mg/l
16.	Cobalt (as Co)	-	3.0mg/l
17.	Cadmium (as Cd)	-	2.0mg/l
18.	Phosphate (PO ₄ ⁻)	-	5.0mg/l

Remarks:


31/08/2020
Scientific Assistant


31.08.2020
Asstt. Env. Engineer


Regional Officer



REGIONAL OFFICE LABORATORY
UTTAR PRADESH POLLUTION CONTROL BOARD

E-12/1, Sector-01, Noida, Gautam Budh Nagar (U.P.) 201301

INDUSTRIAL WASTE WATER SAMPLE ANALYSIS REPORT

1. Sample Code No- 88-MS2 /Gr.N-Aug/2020
2. Name of the Industry - M/s- Moon Beverages Ltd.
Plot No.-02B/I, Udyog Kendra, Ecotech-III, Greater Noida
3. Sample Collected by - Sri Kamlesh Singh, Sci-E, CPCB, Sri- Akhilesh Pratap Singh, Nayab Tehsildar, Sadar, Sri- Madhukar Singh, Sci-B CGWA, Sri-Kishan Singh, AEE, UP PCB, Gr. Noida & Sri-N.K.Jain, S.M, Gr. Noida
4. Date and Time of Sample Collection- 26.08.2020
5. Sampling Point - Outlet of S.T.P

S.N.	Parameters	Values in mg/l except pH	Standard prescribed by C.P.C.B
1.	Colour	Colourless	-
2.	Odour	Odourless	-
3.	pH	7.64	6.5 to 8.5
4.	Total suspended Solids	78.0	100.0 mg/l
5.	Total dissolved Solids	1076.0	-
6.	Total Solids	1154.0	-
7.	Biochemical Oxygen Demand (3 days Incubation at 27°C)	21.0	30.0mg/l
8.	Chemical Oxygen Demand (Dichromate reflux method)	208.0	250.0mg/l
9.	Oil and Grease	-	10.0mg/l

Specific Parameters:

10.	Chromium (Hexavalent) (Cr ⁶⁺)	-	0.1mg/l
11.	Total Chromium (Cr)	-	2.0mg/l
12.	Zinc (as Zn)	-	5.0mg/l
13.	Nickel (as Ni)	-	3.0mg/l
14.	Iron (as Fe)	-	3.0mg/l
15.	Copper (as Cu)	-	3.0mg/l
16.	Cobalt (as Co)	-	3.0mg/l
17.	Cadmium (as Cd)	-	2.0mg/l
18.	Phosphate (PO ₄ ³⁻)	-	3.0mg/l

Remarks:


31/08/2020
Scientific Assistant


31-08-2020
Asstt. Env. Engineer


Regional Officer



REGIONAL OFFICE
U.P. POLLUTION CONTROL BOARD
E-12/1, SECTOR-1,
NOIDA, GAUTAMBUDH NAGAR

Analysis Report of Borewell Water Sample

Name of Industry : M/s Moon Beverages Ltd. Plot No-2B/1, Udyog Kendra, Ecotech-III, Greater Noida
Sample Collected by : Sri Kamlesh Singh, Sci-E, CPCB, Sri Akhilesh Pratap Singh, Nayab Tehsildar, Sadar, Greater Noida,
Sri Madhukar Singh, Sci-B CGWA, Sri Kishan Singh, AEE, UPPCB, Greater Noida & Sri N.K. Jain, S.M., Greater Noida

S. No.	Name of Sampling Point	Sample Code	Date	Colour	Odour	pH	Total Hardness mg/l	Calcium mg/l	Magnesium mg/l	Chloride mg/l	T.D.S mg/l	Metals mg/l
1.	Ground Water from Borewell No-1 for Genral Parameters	MB1G	26.08.20	Colourless	Odourless	8.42	248.0	172.0	76.0	68.0	492.0	-
2.	Ground Water from Borewell No-1 for Heavy Metals	MB1M	26.08.20	-	-	-	-	-	-	-	-	Fe-N.D As-N.D T.Cr-N.D Pb-N.D.
3	Ground Water from Borewell No-3 for Genral Parameters	MB3G	26.08.20	Colourless	Odourless	7.64	238.0	168.0	70.0	76.0	506.0	-
4	Ground Water from Borewell No-3 for Heavy Metals	MB3M	26.08.20	-	-	-	-	-	-	-	-	Fe-N.D As-N.D T.Cr-N.D Pb-N.D.

OK
31/08/2020
Scientific Assistant

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31.08.2020
Asstt. Environment Engineer

Pece
Regional Officer



REGIONAL OFFICE LABORATORY
UTTAR PRADESH POLLUTION CONTROL BOARD
E-12/1, Sector-01, Noida, Gautam Budh Nagar (U.P.) 201301

STACK MONITORING REPORT

- | | |
|---------------------------------|--|
| 1. Name of the Industry | M/s-Moon Beverages Ltd.
02B/1, Ecotech-III, Udyog Kendra, Surajpur,
Greater Noida, Gautam Budh Nagar |
| 2. Sample Collected by | Sri-Sushil Kumar, S.A., Sri-Ashish Chauhan, J.R.F |
| 3. Date of Monitoring | 26.08.2020 |
| 4. Stack Height (Meters) | 30 mts |
| 5. Stack Dia (Meters) | 1.05 mts |
| 6. Stack Attached to | Boiler-05 TPH |
| 7. Type of fuel used | Bio-Briquette |
| 8. Fuel Consumption | Bio-Briquette - 16-20 T/Day (Approx.) |
| 9. Ambient Temperature (°C) | 39° C |
| 10. Stack Temperature (°C) | 92° C |
| 11. Average Velocity (m/sec.) | 5.16 m/sec |
| 12. Average Flow rate (LPM) | 20 LPM |
| 13. Net Sampling Time (Minutes) | 42 Minutes |
| 14. Control Devices (if any) | Cyclone Dust Collector & Wet scrubber |

PARAMETERS	Result (mg/Nm ³)	Standard (mg/Nm ³)
Particulate Matter (mg/Nm ³): IS Method No. 11255 (Part I), 1985	206.0	800

B.K.
31/08/2020
Scientific Assistant

Real
31-08-2020
Asstt. Environment Engineer

Place
Regional Officer

**JOINT REPORT OF CPCB & UPPCB, CGWA, GNIDA AND DISTRICT
ADMINISTRATION, GREATER NOIDA**

(Original Application No. 69/2020)

Sushil Bhatt Vs Moon Beverages Limited & Ors

Joint Inspection Report of M/s. Varun Beverages Ltd., Greater Noida, UP by Joint team of Central Pollution Control Board (CPCB) New Delhi, UP Pollution Control Board (UPPCB) Greater Noida, District Administration, Gautam Budh Nagar, Central Ground Water Authority (CGWA) Lucknow and Greater Noida Industrial Development Authority (GNIDA), Greater Noida.

INTRODUCTION:

M/s Varun Beverages Ltd., Ecotech-III, Greater Noida, UP is an authorized bottler of PepsiCo and manufactures carbonated Soft-drinks.

Sl. No.	Name & Address of the Industry	M/s. Varun Beverages Ltd., Plot No.2E, Udyog Kendra, Ecotech-III, Greater Noida-201 306, UP																						
1.	Date of Joint Inspection & monitoring	26 August 2020																						
2.	Type of the industry	Beverages (Carbonated Soft Drinks)																						
3.	Category of industry	Red Category (as per CPCB categorization, considering >100 KLD wastewater generation)																						
4.	Consented production capacity	Carbonated Soft Drink – 2,52,672 KL/Year																						
5.	Production Detail:	<table border="1"> <thead> <tr> <th>Product</th> <th>2019 (Avg.)</th> <th>April 2020</th> <th>May 2020</th> <th>June 2020</th> <th>July 2020</th> <th>Aug 2020 (till 25th)</th> </tr> </thead> <tbody> <tr> <td>Carbonated Soft drink, KL</td> <td>11,418 (per Month)</td> <td>1234</td> <td>11583</td> <td>17267</td> <td>9302</td> <td>8635</td> </tr> </tbody> </table>					Product	2019 (Avg.)	April 2020	May 2020	June 2020	July 2020	Aug 2020 (till 25 th)	Carbonated Soft drink, KL	11,418 (per Month)	1234	11583	17267	9302	8635				
Product	2019 (Avg.)	April 2020	May 2020	June 2020	July 2020	Aug 2020 (till 25 th)																		
Carbonated Soft drink, KL	11,418 (per Month)	1234	11583	17267	9302	8635																		
6.	Status of Consent under the Water (Prevention & Control of Pollution) Act, 1974	<ul style="list-style-type: none"> Consent is valid upto 31.12.2020 (Annexure-1) 																						
7.	Status of Consent under the Air (Prevention & Control of Pollution) Act, 1981	<ul style="list-style-type: none"> Consent is valid upto 31.12.2020 (Annexure-2) 																						
8.	Status of Authorization under the Hazardous and other Waste Rules, 2016	<ul style="list-style-type: none"> Authorization is valid upto 18.06.2023 (Annexure-3) 																						
9.	Air Pollution	<ul style="list-style-type: none"> Sources: 03 Boilers of the following capacities: <table border="1"> <thead> <tr> <th>Boilers</th> <th>Capacity</th> <th>Fuel</th> <th>Details of Chimney</th> <th>Details of APCD</th> </tr> </thead> <tbody> <tr> <td rowspan="3">03 Nos.</td> <td>05 TPH</td> <td>Agro waste /briquette</td> <td>30 mtr</td> <td>Cyclone dust collector</td> </tr> <tr> <td>03 TPH (Standby)</td> <td>PNG/HSD</td> <td>30 mtr</td> <td>Bag filter</td> </tr> <tr> <td>02 TPH (Standby)</td> <td>PNG/HSD</td> <td>30 mtr</td> <td></td> </tr> </tbody> </table>					Boilers	Capacity	Fuel	Details of Chimney	Details of APCD	03 Nos.	05 TPH	Agro waste /briquette	30 mtr	Cyclone dust collector	03 TPH (Standby)	PNG/HSD	30 mtr	Bag filter	02 TPH (Standby)	PNG/HSD	30 mtr	
Boilers	Capacity	Fuel	Details of Chimney	Details of APCD																				
03 Nos.	05 TPH	Agro waste /briquette	30 mtr	Cyclone dust collector																				
	03 TPH (Standby)	PNG/HSD	30 mtr	Bag filter																				
	02 TPH (Standby)	PNG/HSD	30 mtr																					

K Singh W J

- 06DG Sets as per following details:

DG Set	Capacity	Details of Chimney	APCD
02 Nos	1010 KVA each	Connected to a common chimney of height 30 meters	• Through stack height.
03 Nos	500 KVA each		
01 Nos	125 KVA		
All the DG sets are connected with acoustic enclosures.			

Fuel consumption is as follows:

- ✓ Briquettes: 2044 MT/annum (2019)
1146 MT (2020)
- ✓ High speed diesel 69658 liters / annum (2019)
34000 liters (2020 till Aug 25)

10.

Water Pollution:

Source of water

- ✓ Ground-water 03 nos. of tube wells of 08 inches dia. each.
- ✓ Freshwater consumption per day is 894 KLD (2019) and 575 KLD (2020)
- ✓ Freshwater is used for following purpose:
 - Preparation of soft water
 - Cleaning Washing (process)
 - Finish product manufacturing
 - Domestic purpose

Major Chemicals in the Process:

- ✓ Caustic Soda (flakes and lye) -49250 kg/annum (2019) and 13800 Kg (2020 till 25th Aug)

Water consumption - 575 KLD (Avg.)

Water consumption as per the logbook maintained by unit.

Month	Water Consumption, KL	Beverage production (Soft drink), KL
Jan 2020	12540	7699
Feb 2020	16574	10197
March 2020	11694	6413
April 2020	2824	1234
May 2020	16334	11583
June 2020	24670	17267
July 2020	17643	9302
Aug 2020 (till 25 th)	17406	8635

Data provided by the unit

Waste Water generation - 203 KLD (2019); 112 KLD (2020 till 25th)

Waste-water Treatment Systems

1. Effluent Treatment Plant (ETP):

- ✓ The Unit has an ETP on activated Sludge Process with design capacity of 900 KLD. The ETP comprises of following:

Equalization tank — Anaerobic tank — Primary Clarifier — Aeration tank (diffused aeration) — Secondary Clarifiers — Multigrade filter (MGF) — activated carbon filter (ACF) — Final discharge.
(Sludge drying beds installed for sludge drying)

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	<p>2. Cooling Waters</p> <ul style="list-style-type: none"> ✓ 10 Nos. of Cooling towers are provided and cooling water is re-circulated. Make up water is added as per requirement. <p>3. Treatment Scheme for Domestic Waste-waters:</p> <ul style="list-style-type: none"> ✓ Domestic effluent is treated and disposed by the 20 MLD Common STP established & operating at Ecotech-3 of Greater Noida Industrial Development Authority. No residential colony is established within the premises.
11.	<p>Hazardous and other Waste:</p> <ul style="list-style-type: none"> • Used Oils -70 kg (2019) and 28 kg (2020 till Aug 25th) • ETP Sludge - 05 kg per day <ul style="list-style-type: none"> ✓ The hazardous waste generated are Used Oils, Oil soaked cotton waste & oily filters, Discarded containers / barrels /lines used for hazardous chemicals/ residues from industrial use of inks/ empty ink cartridges, Spent carbons. ✓ The Unit has provided Covered storage facility for the storage of HW within the unit maintaining Form 4 (Annual Return) and Form 3 (HW Record). ✓ The Unit has permanent membership with M/s. UP Waste Management Project (A Division of Ramkey Enviro Engg. Ltd) for the safe and secure disposal of HW and disposal. The Unit provided manifest for HW (Form 10) dated 22.06.2020 for the disposal of used oil - 20 kg. ✓ Extended Producer Responsibility (EPR). The Unit has been issued EPR registration certificate by CPCB (Annexure-4) for Brand Owner vide letter dated 14.08.2020 under PWM Rules 2016, as amended 2018. <p>The Unit has an Agreement (Annexure-5) for the collection & recycling of 30,000 Ton or more PET/TETRA waste with M/s GEM Enviro Management Pvt. Ltd. (Recycler), P-3, Unit No. 203, P-3, Central Square, Bara Hindu Rao, New Delhi. The Agreement has been expired on 1st August 2020.</p> <ul style="list-style-type: none"> ✓ The Unit has provided Environmental Display Board at the main entrance gate.
12.	<p>Effluent and Ground Water Monitoring:</p> <ul style="list-style-type: none"> ✓ During inspection, samples were collected from different the inlet & outlet of ETPs and ground-water (bore wells) and analysis results are presented in Table 1 & 2.
13.	<p>Overall Observations:</p> <ol style="list-style-type: none"> 1) During inspection, the unit was found operational. The Unit has four production line however during the visit only one production line was operational. 2) Display Board at Gate. The Unit has provided Environmental Display Board at the main entrance gate and has provided environmental data including Hazardous Waste. 3) CTO/Consents. The Unit has valid Consent to Operate (CTO) under Water Act 1974 & Air Act, 1981 and validity is upto 31.12.2020 and <i>Authorization</i> is valid upto 18.06.2023 under Hazardous Waste Rules. 4) CGWA Permission/NOC. The Unit is located in Bsrakh block of Gautambudhanagar which falls under over-exploited category as per the Groundwater Resource Assessment, 2017 of CGWB.

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The Units NOC of CGWA(Annexure-6) is expired on 02January 2020. Since January 2020, the unit is extracting groundwater without any NOC from the CGWA.

The Unit has 03 borewells for the extraction of groundwater @ 1163 m³/day (not exceeding 3,03,543 m³/year) as per expired NOC of CGWA. The Unit has installed water meters at the source i.e. on all the borewells and maintaining logbook for the same. The Unit has applied for the renewal of NOC from CGWA on 19.11.2019and till date the NOC has not been issued by CGWA to the Unit.

5) **Effluent Treatment Plant (ETP).** The ETP was found operational during the visit.

During the visit, effluent was being received in the equalization tank of ETP. Floating sludge flocs were found in the secondary clarifier which needs to be removed. The aeration tank has diffused aeration system and during the visit it was found operational.

ETP sample analysis report. Waste water samples (Grab sampling) were collected by joint team during the visit and sealed samples were handed over to UP Pollution Control Board (UPPCB) for analysis. The results are as follows:

Table 1: ETP analysis results

Location of sample (ETP)	Parameters, mg/l except pH					
	pH	BOD	COD	TSS	TDS	O&G
Inlet of ETP	8.3	630	1520	334	3018	ND
Outlet of ETP (Final discharge)	7.24	15	152	66	928	ND
Discharge standard (As per Consent,&E(P)Rules, 1986)	6.5-8.5	30	250	100	—	10

As per the above results, the Unit found conforming the effluent discharge norms notified under E(P) Rules, 1986. The lab analysis results are annexed at Annexure-7.

6) **Groundwater analysis result.** To assess the present condition of ground water quality, samples have been collected from two borewells within the premises. The ground water samples collected from 02 bore wells(for general parameter and heavy metal) were sealed and samples were handed over to UPPCB, Greater Noida for its analysis and the result are as below:

Table 2: Groundwater analysis results

S.No.	Name of Sampling point	General Parameters, mg/l except pH						Metals
		pH	Total Hardness	Calcium	Magnesium	Chlorides	TDS	
1	Groundwater from Borewell No. 1	8.29	212	148	64	47	428	
2	Groundwater from Borewell No. 1 (For Metals)							Fe-ND; As-ND; T. Cr-ND; Pb-ND
3	Groundwater from Borewell No. 3	7.49	196	148	48	51	442	
4	Groundwater from Borewell No. 3 (For Metals)							Fe-ND; As-ND; T. Cr-ND; Pb-ND
	BIS Standard for drinking water							
	(Acceptable limit)	6.5-8.5	200	75	30	250	500	
	(Permissible limit in the absence of alternate source)	6.5-8.5	600	200	100	1000	2000	

The lab analysis results are annexed at Annexure-7.

K Singh

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- 7) The Hazardous waste (HW) generated from the unit is sent to UPWMP (TSDF), Kanpur Dehat and unit has a permanent membership for the same.
- 8) The Unit has 03 boilers of 05 TPH, 03 TPH & 02 TPH and briquettes (biomass) is used in 05 TPH boiler. During the visit, 05 TPH boiler was in operation and remaining two boilers were non-operational. The PM (particulate matter) emission monitoring of stack attached to 05 TPH boilers showed PM value as 183 mg/Nm³ (against the norms of 800 mg/Nm³).
- 9) The Unit has installed online effluent monitoring system (OCEMS) at the ETP and during the visit the OCEMS was showing pH-7.87; BOD- 7.0 mg/l, COD- 72.8 mg/l, TSS – 6.3 mg/l.

14. Conclusion and Recommendations

The Unit manufactures soft-drink wherein the groundwater is main raw material. The Unit is located in Bisrakh block of Gautambudhanagar which falls under over-exploited category as per the Groundwater Resource Assessment, 2017 of CGWB. Since January 2020, the unit is extracting ground water without any NOC from the CGWA.

The Unit, during the visit, was found partially operational and not at its optimum capacity. The ETP was operational during the visit and found conforming the discharge norms. The Unit has EPR registration certificate issued by CPCB vide letter dated 14.08.2020 under PWM Rules 2016, as amended 2018.

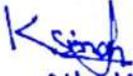
Based on the above observations, following is recommended for compliance:

- 1) The Unit shall obtain NOC from the CGWA for the abstraction of Groundwater which has been expired on January 02, 2020.
- 2) The Unit shall remove the floating sludge from the secondary clarifier.
- 3) The Unit shall renew the Agreement with the Plastic Waste Recycler for the collection and recycling of plastic waste.

15. Photographs

Env. Display Board at Gate	Equalization tank
	
Anaerobic Tank	Sec. Clarifier with floating sludge
	

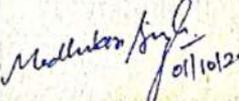
	Aeration Tank	DMF & ACF
		
16	Annexures Annexure 1 : Copy of Consent under Water Act 1974 Annexure 2 : Copy of Consent under Air Act 1974 Annexure 3 : Copy of Authorization under HW Rules, 2016 Annexure 4: Copy of EPR registration certificate for Brand Owner issued by CPCB vide letter dated 14.08.2020 under PWM Rules 2016, as amended 2018. Annexure5: Copy of Agreement for the collection & recycling of PET/TETRA waste with Recycler. Annexure 6: Copy of the NOC from CGWA for groundwater abstraction. Annexure 7: Copy of the lab analysis results of sample collected from ETP and Boiler Stack.	
17	Inspection Team:	


01/10/2020

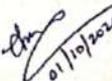
(Kishan Singh)
AEE, UPPCB
Greater Noida


01/10/2020

(N.K. Jain)
Sr. Manager,
Work Circle 3,
GNIDA,
Greater Noida


01/10/20

(Madhukar Singh)
Scientist B,
CGWA, Lucknow


01/10/2020

(Kamlesh Singh)
Scientist E
CPCB, Delhi


01/10/2020

(Akhilesh Pratap Singh)
Nayab Tehsildar
Teh-Sadar,
Gautam Budh Nagar,

Subject: **Re: NGT inspection reports - signed**
From: Kamlesh Singh <kamlesh.singh8@gmail.com>
To: RO UPPCB Greater Noida <rogreaternoida@uppcb.com>
Date: 01-10-2020 14:15

- 1 Moon Beverage - Sign.pdf (~502 KB)
- 2. Varun Bevg. -Sign-Final.pdf (~536 KB)

Signed report attached

On Thu, Oct 1, 2020 at 1:59 PM Kamlesh Singh <kamlesh.singh8@gmail.com> wrote:

Signed copies of Joint report placed please for consideration and necessary action.

(Kamlesh Singh)
Sc E, IPC-III

On Thu, Oct 1, 2020 at 12:24 PM RO UPPCB Greater Noida <rogreaternoida@uppcb.com> wrote:

PFA

REGIONAL OFFICER
U.P. POLLUTION CONTROL BOARD,
A1-First Floor, Shopping Complex,
Sector - BETA-2,
GREATER NOIDA,
Gautam Buddh Nagar

----- Original Message -----

Subject:NGT inspection reports - signed
Date:01-10-2020 12:18
From:Madhukar Singh <singh.madhukar01@gmail.com>
To:"rogreaternoida@uppcb.com" <rogreaternoida@uppcb.com>

PFA , signed NGT inspection reports --



Madhukar Singh
Scientist
Ministry of Jal Shakti
Gov. Of India



Thank you,

(Kamlesh Singh)
Scientist 'E' (IPC- III Division),
Central Pollution Control Board (CPCB) ,
[Ministry of Environment, Forest and Climate Change, Govt. of India]
Delhi-110032

Thank you,

(Kamlesh Singh)
Scientist 'E' (IPC- III Division),
Central Pollution Control Board (CPCB) ,
[Ministry of Environment, Forest and Climate Change, Govt. of India]
Delhi-110032



U.P. Pollution Control Board

CONSENT ORDER

Ref No. -
39204/UPPCB/GreaterNoida(UPPCBRO)/CTO/w
ater/GREATER NOIDA/2018

Dated : 04/02/2019

To ,

Shri KAMLESH KUMAR JAIN
M/s VARUN BEVERAGES LIMITED
Varun Beverages Limited, Plot No. 2E, Udyog Kendra, Ecotech III, Greater Noida -
201306,GAUTAM BUDH NAGAR,201306
GREATER NOIDA

Sub : Consent under Section 25/26 of The Water (Prevention and control of Pollution) Act, 1974
(as amended) for discharge of effluent to M/s. VARUN BEVERAGES LIMITED

Reference Application No :3621408

Dated :04/02/2019

1. For disposal of effluent into water body or drain or land under The Water (Prevention and control of Pollution) Act,1974 as amended (here in after referred as the act) M/s. VARUN BEVERAGES LIMITED is hereby authorized by the board for discharge of their industrial effluent generated through ETP for irrigation/river through drain and disposal of domestic effluent through septic tant/soak pit subject to general and special conditions mentioned in the annexure ,in refrence to their foresaid application .
2. This consent is valid for the period from 01/01/2019 to 31/12/2020 .
3. In spite of the conditions and provisions mentioned in this consent order UP Pollution Control Board reserves its right and powers to reconsider/amend any or all conditions under section 27(2) of the Water (Previntion and Controt of Pollution) Act, 1974 as amended .

This consent is being issued with the permission of competent authority .

AKHLAQ Digitally signed by
AKHLAQ HUSAIN
Date: 2019.02.04
11:43:36 +05'30'

For and on behalf of U.P. Pollution Control Board

CEO 1

Enclosed : As above
(condition of consent):

Copy to: RO UPPCB GREATER NOIDA

AKHLAQ Digitally signed by
AKHLAQ HUSAIN
Date: 2019.02.04
11:44:44 +05'30'

CEO 1

U.P. POLLUTION CONTROL BOARD, LUCKNOW

Annexure to Consent issued to M/s.VARUN BEVERAGES LIMITED vide

Consent Order No. 3621408/ Water

Dated : 04/02/2019

CONDITIONS OF CONSENT

1. This consent is valid only for the approved production capacity of Carbonated Soft Drink-252672 KL/Y.
2. The quantity of maximum daily effluent discharge should not be more than the following :

Effluent Discharge Details			
S.No	Kind of Effluent	Maximum daily discharge,KL/day	Treatment facility and discharge point
1	Domestic	10 KLD	ETP
2	Industrial	568 KLD	ETP

3. Arrangement should be made for collection of water used in process and domestic effluent separately in closed water supply system. The treated domestic and industrial effluent if discharged outside the premises, if meets at the end of final discharge point, arrangement should be made for measurement of effluent and for collecting its sample. Except the effluent informed in the application for consent no other effluent should enter in the said arrangements for collection of effluent. It should also be ensured that domestic effluent should not be discharged in storm water drain .
- 4 a. The domestic effluent should be treated in treatment plant so that the should be in conformity with the following norms dated treated effluent .

Domestic Effluent		
S.No	Parameter	Standard
1	Total Suspended Solids	100 mg/ltr.
2	BOD	30 mg/lt
3	COD	250 mg/lit
4	Oil & Grease	10 mg/lt

- 4 b. The industrial effluent should be treated in treatment plant so that the treated effluent should be in conformity with the following norms. .

Industrial Effluent		
S.No	Parameter	Standard
1	Total Suspended Solids	100 mg/ltr.
2	BOD	30 mg/lt
3	COD	250 mg/lit
4	Oil & Grease	10 mg/lt

5. Effluent generated in all the processes, bleed water, cooling effluent and the effluent generated from washing of floor and equipments etc should be treated before its disposal with treated industrial effluent so that it should be according to the norms prescribed under The Environment (Protection) Act,1986 or otherwise mandatory .
6. The other pollutant for which norms have not been prescribed, the same should not be more than the norms prescribed for the water used in manufacturing process of the industry .
7. The method for collecting industrial and domestic effluent and its analysis should be as per legal Indian standards and its subsequent amendments/standards prescribed under The Environment (Protection) Act, 1986.
8. The treated domestic and industrial effluent be mixed (as per the provisions of Condition No. 2) and disposed of on one disposal point. This common effluent disposal point should have arrangement for flow meter/V Notch for measuring effluent and its log book be maintained .

Specific Conditions:

1. Industry shall comply the conditions of the NOC issued by CGWA.
2. Industry shall comply the provisions of EP Act, 1986, Water (Prevention and Control of Pollution) Act, 1974 as amended, Air (Prevention and Control of Pollution) Act, 1981 as amended.
3. Industry shall dispose the hazardous waste through authorized recyclers/TSDF.
4. Treated effluent/sewage shall be used for irrigation purposes as much as possible.
5. Industry shall comply the provisions of notification dt. 07-10-2016 of Ministry of Water Resources, River Development and Ganga Conservation, GOI.
6. Industry shall comply the order passed by Hon'ble NGT time to time.
7. This consent is valid for the product and production capacity of above mentioned product.
8. Industry shall comply the conditions imposed in the previous consent.
9. Industry shall send the records of energy meter reading installed on ETP and Flow meter reading regularly on quarterly basis.
10. If UPPCB or CPCB issues closure order against the industry, this consent shall remain suspended for the period till closure order is revoked, after which the consent will be effective again for the remaining period.
11. The unit should be operated in such a way so that there is no adverse impact on public and environment.
12. Industry shall develop proper green belt and rain water harvesting system as per guidelines. For green belt at least 8 feet height plants should be planted which shall be properly protected as proper irrigation and manuring arrangements shall be made. For the development of the green belt the guidelines issued vide Board office order no. H10405/220/2018/02 Dt. 16-02-2018 shall be complied.
13. Industry shall submit latest analysis report from Boards Laboratory, analyzed on payment basis on quarterly basis.
14. Industry shall install Online Continuous Effluent Monitoring System (CSEMS) & connect it with SPCBs and CPCB server.

Issued with the permission of competent authority .

AKHLAQ Digitally signed by
AKHLAQ HUSAIN
Date: 2019.07.04
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HUSAIN

For and on behalf of U.P. Pollution Control Board .

CEO I



U.P. Pollution Control Board

CONSENT ORDER

Ref No. -
39212/UPPCB/GreaterNoida(UPPCBRO)/CTO/air/GREATER
NOIDA/2018

Dated : 04/02/2019

To ,

Shri KAMLESH KUMAR JAIN
 M/s VARUN BEVERAGES LIMITED
 Varun Beverages Limited, Plot No. 2E, Udyog Kendra, Ecotech III, Greater Noida -
 201306,GAUTAM BUDH NAGAR,201306
 GREATER NOIDA

Sub : Consent under section 21/22 of the Air (Prevention and control of Pollution) Act, 1981 (as amended) to M/s. VARUN BEVERAGES LIMITED

Reference Application No. 3622547

Dated : 04/02/2019

1. With reference to the application for consent for emission of air pollutants from the plant of M/s VARUN BEVERAGES LIMITED. under Air Act 1981. It is being authorised for said emissions, as per the standards, in environment, by the Board as per enclosed conditions .
2. This consent is valid for the period from 01/01/2019 to 31/12/2020 .
3. In spite of the conditions and provisions mentioned in this consent order UP Pollution Control Board reserves its right and powers to reconsider/amend any or all conditions under section 21 (6) of the Air (Prevention and Control of Pollution) Act, 1981 as amended.
 This consent is being issued with the permission of competent authority .

Digitally signed
 by AKHLAQ
 HUSAIN
 Date: 2019.02.04
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For and on behalf of U.P. Pollution Control Board

CEO 1

Enclosed : As above
(condition of consent):

Copy to: RO UPPCB GREATER NOIDA

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 by AKHLAQ
 HUSAIN
 Date: 2019.02.04
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CEO 1

U.P. Pollution Control Board

Dated : 04/02/2019

CONDITIONS OF CONSENT

1. This consent is valid only for the approved production capacity of Carbonated Soft Drink-252672 KL/Y.
- 2(a). The maximum rate of emission of flue gas should not be more than the emission norms for the stacks.

Air Pollution Source Details					
S.No	Air Pollution Source	Type of Fuel	Stack No.	Parameters	Height
1	2 TPH Boiler	PNG/ HSD	1	Particulate Matter	30 mt.
2	3 TPH BOILETR	PNG/ HSD	2	Particulate Matter	30 mt.
3	5 TPH BOILER	Aggro waste	3	Particulate Matter	30 mt.
4	1010X2 KVA DG SET	Diesel	4	Particulate Matter	AS PER BOARD STANDARD
5	500x3 KVA DG SET	Diesel	6....8	Particulate Matter	AS PER BOARD STANDARD
6	125 KVA DG set	Diesel	9	Particulate Matter	AS PER BOARD STANDARD
7	1010X2 KVA DG SET	Diesel	4..5	Particulate Matter	AS PER BOARD STANDARD

- 2(b). The emissions by various stacks into the environment should be as per the norms of the Board .

Emission Quality Details Detail			
S.No	Stack No	Parameter	Standard
1	1	Particulate Matter	1200 Mg/NM3
2	2...3	Particulate Matter	800 Mg/NM3
3	4....9	Sulphur Dioxide	AS PER BOARD STANDARD

3. Quantity of other pollutants should also be as per the norms prescribed by the Board/MOEF & CC/or otherwise mandatory .
4. The equipment for air pollution control system and monitoring ,as proposed by the industry and approved by the Board should be installed in their premises itself .
5. The modification or installation in the existing pollution control equipments should be done only by prior approval of Board .
6. The operation of air pollution control system and maintenance be done in such a way that the quantity of pollutants should be in accordance with the standards prescribed by the Board/MoEF & CC/or otherwise mandatory .
7. Unit should do provisions for fugitive emissions chimney/stack as per the norms of the Board/MOEF & CC/or otherwise mandatory .
8. The unit should submit the stack emissions monitoring report within one month from issuance of consent order along with the point wise compliance report of the consent order . Further quarterly monitoring report should be submitted .

Specific Conditions:

1. Industry shall use clean fuel as far as possible.
2. Industry shall comply the provisions of EP Act, 1986, Water (Prevention and Control of Pollution) Act, 1974 as amended, Air (Prevention and Control of Pollution) Act, 1981 as amended.
3. Industry shall dispose the hazardous waste through authorized recyclers/TSDF.
4. Industry shall comply the order passed by Hon'ble NGT time to time.
5. This consent is valid for the product and production capacity of above mentioned product.
6. Industry shall comply the conditions imposed in the previous consent and NOC.
7. Industry shall submit latest balance sheet and accordingly fee to the Board within one month.
8. Industry shall not use furnace oil/pet coke as a fuel.
9. Industry shall develop proper green belt and rain water harvesting system as per guidelines. For green belt at least 8 feet height plants should be planted which shall be properly protected as proper irrigation and manuring arrangements shall be made. For the development of the green belt the guidelines issued vide Board office order no. H10405/220/2018/02 Dt. 16-02-2018 shall be complied.
10. If UPPCB or CPCB issues closure order against the industry, this consent shall remain suspended for the period till closure order is revoked, after which the consent will be effective again for the remaining period.
11. Industry shall install OCEMS on stack if applicable, before starting emissions as per the direction of CPCB.
12. Industry shall sent the stack/ambient air quality monitoring report from Boards Laboratory, on payment basis on yearly basis.

Issued with the permission of competent authority .

AKHLAQ Digitally signed by
AKHLAQ HUSAIN
HUSAIN Date: 2019.02.04
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For and on behalf of U.P. Pollution Control Board .

CEO I



UTTAR PRADESH POLLUTION CONTROL BOARD
TC-12V, Vibhuti Khand, Gomti Nagar, Lucknow-226010

Ref. No : 418/UPPCB/GreaterNoida(UPPCBRO)/HWM/GREATER NOIDA/2018 Dated:
19/06/2018

To,
M/s VARUN BEVERGES LTD
VARUN BEVERAGES LTD
Tehsil :GreaterNoida
District :GREATER NOIDA

Sub :- Authorisation issued under the provisions of Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016

1. Number of authorization and date of issue 418 and 19/06/2018 .
2. Reference of application (No. and date) 551746 and 20/01/2018 .
3. Mr KAMLESH KUMAR JAIN of M/s VARUN BEVERGES LTD is hereby granted an authorization based on the enclosed signed inspection report for generation, collection, utilization, storage and disposal or any other use of hazardous or other wastes or both on the premises situated at City: SURAJPUR BY PASS District: GREATER NOIDA .

Details of Authorisation

S No.	Category of Hazardous Waste as per the Schedules I,II and III of these rules	Authorised mode of disposal or recycling or utilization or co-processing, etc.	Quantity(ton/annum)
1	Used Oil (Schedule 1 Cat. 5.1)	Recyclers	1.52 Ton per year.
2	ETP Sludge (Schedule 1 Cat. 35.3)	TSDf	0.615 Ton per year

1. The authorization shall be valid for a period of 18/06/2023 from the date of issue of this letter .
2. The authorization is subject to the following general and specific conditions (please specify any conditions that need to be imposed over and above general conditions, if any) .

A General Conditions of Authorization -

1. The authorised person shall comply with the provisions of the Environment (Protection) Act, 1986, and the rules made there under .
2. The authorisation or its renewal shall be produced for inspection at the request of an officer authorised by the State Pollution Board .
3. The person authorized shall not rent, lend, sell, transfer or otherwise transport the hazardous and other wastes except what is permitted through this authorization .
4. Any unauthorized change in personnel, equipment or working conditions as mentioned in the application by the person authorized shall constitute a breach of his authorisation .
5. The person authorised shall implement Emergency Response Procedure (ERP) for which this authorisation is being granted considering all site specific possible scenarios such as spillages, leakages, fire etc. and their possible impacts and also carry out mock drill in this regard at regular interval of time .

6. The person authorised shall comply with the provisions outlined in the Central Pollution Control Board guidelines on Implementing Liabilities for Environmental Damages due to Handling and Disposal of Hazardous Waste and penalty .
7. It is the duty of the authorised person to take prior permission of the State Pollution Control Board to close down the facility .
8. The imported hazardous and other wastes shall be fully insured for transit as well as for any accidental occurrence and its clean-up operation .
9. The record of consumption and fate of the imported hazardous and other wastes shall be maintained .
10. The hazardous and other waste which gets generated during recycling or reuse or recovery or pre-processing or utilisation of imported hazardous or other wastes shall be treated and disposed of as per specific conditions of authorisation .
11. The importer of exporter shall bear the cost of Import or export and mitigation of damages if any
12. An application for the renewal of an authorisation shall be made as laid down under these Rules .
13. Any other conditions for compliance as per the Guidelines issued by the Ministry of Environment, Forest and Climate Changes or Central Pollution Control Board from time to time .
14. Annual return shall be filed by June 30th for the period ensuring 31st March of the year .

B Specific Conditions of Authorization

The authorization shall be valid for Generation, Collection, storage and disposal of hazardous waste through TSDF generated from the industry as below-

- i. Used or waste Oil (Schedule 1 Cat.5.1) through Recycler, Quantity 1.52 MT per year
 - ii. ETP Sludge (Schedule 1 Cat. 35.3) through TSDF, Quantity 0.615 Ton per year.
1. The authorization shall be valid for a period of Five Year from the date of issue, if not suspended or cancelled earlier.
 2. The wastes must be safely collected in leak proof containers and shall be duly marked in a manner suitable for handling, storage and transport and the packaging shall be easily visible and be able to withstand physical conditions and climatic factors.
 3. All hazardous waste containers and bags shall be provided with a general label. The storage area should be at an isolated spot in the premises and must be fenced, covered and duly marked.
 4. The authorized person or agency shall ensure that no adverse impact on the air, soil and water including groundwater takes place due to activities for which authorization has been requested. Comprehensive safety measures must be followed in handling of wastes and the staff must be properly trained.
 5. It is brought to your notice that as per the order dated 14.11.2003 passed by the Honorable Supreme Court in W.P. (c) No. 657 of 1995, no industry covered under Hazardous and other Wastes (Management and Tran boundary Movement) Rules, 2016 shall be allowed to operate without valid authorization. It is also provided in the same orders that industries which are not complying with the conditions of authorization shall not be allowed to operate. Hence in case you fail to apply for authorization, before its expiry or fail to comply with conditions of the earlier authorization issued to you, closure order shall be issued against your industry without any further notice.
 6. The applicant must file returns on prescribed Form 4 along with a compliance report of this letter

- and should also maintain records on Form 3 and present it to Board's inspecting officials.
7. In case of occurrence of an accident, complete details on form must be sent to U.P. Pollution Control Board at the earliest along with details of mitigative and remedial measures taken.
 8. The authorized person or agency shall not receive, collect, or store any hazardous waste from any unauthorized occupier or generator of hazardous wastes. In case any hazardous wastes is sold to any other reprocessing unit it must be ensured that such unit is fully complying with environmental requirements and has a valid authorization of the Board.
 9. In no case any hazardous wastes shall be disposed off on land, in any drain or stream. All spillages of hazardous chemicals, used containers, of hazardous chemicals such as flammable, corrosive, explosive and toxic nature must be safely collected and stored. Non-compatible wastes must be suitably and safely handled.
 10. It is within the powers and functions of the U.P. Pollution Control Board to modify or revoke the terms and conditions of the authorization issued under the Rule 7 of Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016.
 11. You are directed to display on-line data and display board outside the main factory gate with regard to quantity and nature of hazardous chemicals being handled in the plant, including waste water and air emission and solid hazardous waste generated within the factory premises. Necessary compliance should be sent within 15 days of receipt of this letter.
 12. It is the mandatory duty of the authorized person or agency to comply with the guidelines for transportation of hazardous waste in accordance with rule 18 of Hazardous and Other Waste (Management and Transboundary Movement) Rules, 2016.
 13. It should be ensured that hazardous wastes shall be properly collected and packed in HDPE bags and then temporarily stored in a lined RCC tank and pit with suitable shed.
 14. An ETP sludge test report of a laboratory approved under E.P. Act shall be submitted along with compliance of this letter of this office.
 15. Used oil shall be sold only to recyclers registered with U.P. Pollution Control Board. The record shall be maintained.
 16. The occupier, transporter and operator of a facility shall be liable for damages caused to the environment resulting due to improper handling and disposal of hazardous waste listed in schedule 1, 2, and 3 and shall be liable to pay a fine as levied by the State Pollution Control Board under the rules.
 17. Details of raw material (which is Hazardous waste) and product along with quantity shall be sent within a month.
 18. You shall become the member of any common TSDF for S.L.F. (Ms U.P. Waste Management Project Kumbhi Kanpur Dehat or Ms Bharat Oil and Waste Management Ltd., Kumbhi, Akbarpur, Kanpur Dehat. permitted by U.P.P.C.B.), and start sending the stored hazardous wastes for final disposal to the TSDF and report back to U.P.P.C.B. with the required manifesto (document of proof) within one or three month of this letter. The authorized incinerator is with Ms Bharat Oil Company, Sahibabad, Ghaziabad for oily waste and paint sludge only.
 19. The unit shall ensure that H.W. is regularly sent to Authorized common TSDF and shall not store for more than 90 days in accordance with under rule 8 of HOWM Rules, 2016.
 20. Emission from the Common or Captive incinerator stack shall meet the prescribed standards under Environmental Protection Act. 1986.
 21. Copies of Hazardous Waste Manifest in Form 10 shall be sent regularly to UPPCB for each category of waste sent to TSDF or Incinerator.
 22. This authorization is valid till the industry is having valid consent as per the provisions of Air (Prevention and Control of Pollution) Act 1981 and Water (Prevention and Control of Pollution) Act, 1974.

23. Industry shall comply the provisions of EP Act, 1986, Water (Prevention and Control of Pollution) Act, 1974 as amended, Air (Prevention and Control of Pollution) Act, 1981 as amended and E waste (Management and Handling) Rules, 2016.

(Authorized Signatory)

RAJEEV
UPADHYAY

Digitally signed by
RAJEEV UPADHYAY
Date: 2018.06.27
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UTTAR PRADESH POLLUTION CONTROL BOARD

Copy to: To the Regional Officer, U.P.Pollution Control Board, RO UPPCB GREATER NOIDA for information and necessary action .

RAJEEV
UPADHYAY

Digitally signed by
RAJEEV UPADHYAY
Date: 2018.06.27
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CEO/EE, I/C Circle _____



Registration Certificate for Brand-Owner
(Under Rule-13(2) of the Plastic Waste Management Rules, 2016, as amended 2018)

Regn. No. – B-17011/7/UPC-II-PWM(MLP)/2020(VBL)

Dated: 14/08/2020

To,

M/s. Varun Beverages Ltd.
F-2/7, Okhla Industrial Area, Phase-I,
New Delhi-110 020

With reference to the application dated 22/08/2019 and subsequent communications regarding registration as a Brand Owner, your application has been processed and found in order. Now, therefore, Central Pollution Control Board is pleased to grant the registration in favour of M/s. Varun Beverages Ltd., vide registered office address F-2/7, Okhla Industrial Area, Phase-I, New Delhi-110 020, as a Brand Owner, for disposal of MLP & other plastic waste generated due to their products as per the EPR Action Plan submitted to CPCB.

This certificate of registration shall be valid for a period of one year from the date of issue of the letter unless revoked, suspended or cancelled. The Registration is granted subject to the following terms & conditions: -

1. M/s. Varun Beverages Ltd. shall establish a system for collecting back the plastic waste or multilayered packagings generated due to their products as per the Action Plan submitted to CPCB.
2. M/s. Varun Beverages Ltd. should complete 100% collect back system (EPR Target: 59800 TPA, as per the enclosed Material Flowsheet) within one year from the date of issue of registration certificate.
3. M/s. Varun Beverages Ltd. should ensure compliance with provisions of the PWM Rules, 2016, as amended 2018 or with any of the provisions of the Environmental (Protection) Act, 1986 as amended and rules made there under.
4. An application for the renewal of a Registration shall be made at 90 days prior to expire of validity, along with the necessary information & documents as per the Guidelines issued by the MoEF&CC and CPCB from time to time.
5. M/s Varun Beverages Ltd. shall ensure that plastic waste is sent to registered recyclers with SPCB/PCC or to cement industries having permission from concerned SPCBs/PCCs for co-processing of plastic waste.

Contd.....2

'परिवेश भवन' पूर्वो अर्जुन नगर, दिल्ली-110032
Parivesh Bhawan, East Arjun Nagar, Delhi-110032
दूरभाष/Tel : 43102030, 22305792, वेबसाइट/Website : www.cpcb.nic.in

6. M/s. Varun Beverages Ltd. is required to submit Quarterly Progress Report (QPR) to CPCB for disposal of Multilayered Packagings/plastic waste in prescribed format (Annexure-II) to CPCB alongwith supporting documents of collection and channelization of plastic waste endorsed by the concerned ULBs/SPCBs/PCCs.
7. If at any stage, information provided by the M/s. Varun Beverages Ltd. is found to be incorrect, then the Registration granted by CPCB shall stand cancelled.
8. M/s. Varun Beverages Ltd. shall ensure that waste is channelized through agencies which have directly been engaged by ULBs for collection of Plastic Waste.

Diya
(Authorized Signatory)
Ditya Sinha
Addl. Director & In-charge
Pollution Control Division, East Arun Nagar
Panchsheel Bhawan, East Arun Nagar
14-17/Delhi-110032

INDIA NON JUDICIAL

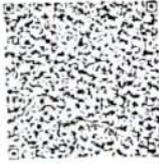
Government of National Capital Territory of Delhi



सत्यमेव जयते

e-Stamp.

Certificate No.	: IN-DL18239735509346R
Certificate Issued Date	: 10-Jul-2019 04:18 PM
Account Reference	: IMPACC (IV)/ dl801003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL80100343544015817023R
Purchased by	: VARUN BEVERAGES LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: VARUN BEVERAGES LIMITED
Second Party	: GEM ENVIRO MANAGEMENT PRIVATE LIMITED
Stamp Duty Paid By	: VARUN BEVERAGES LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line.....

AGREEMENTThis Agreement is made and executed on this 18th day of July, 2019:-

By and between

Varun Beverages Ltd, a company incorporated and registered under the provisions of the Companies Act, 1956 and having its registered office at F-2/7, Okhla Industrial Area, Phase - 1, New Delhi (hereinafter referred to as '**Company**', which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors in business and permitted assigns) of the **FIRST PART**, through its Executive Director Mr. Kamlesh Kumar Jain;

Kamlesh Kumar Jain



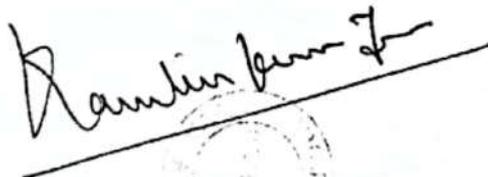
And

GEM Enviro Management Pvt. Ltd., having its registered Office at P-3, Unit No 203, Central Square, Bara Hindu Rao, New Delhi, 110006, India (hereinafter referred to as "Service Provider" which expression shall, unless repugnant to the context or contrary to the meaning thereof, be deemed to mean and include its successors, authorized signatories, administrators & permitted assigns) of the Other Part through its Director Mr. Sachin Sharma.

Company and Service Provider shall jointly be referred to as "**Parties**" and individually as "**Party**".

WHEREAS:

- A. Company, *inter alia*, is engaged in the business of sale of non-alcoholic and carbonated beverages, fruit drink and packaged drinking water under the licensed trademarks of Pepsico India Holdings Pvt. Ltd, namely, Pepsi, Mirinda, Mountain Dew, Silce, 7UP, Nimbooz, 7up Nimbooz Masala Soda Tropicana, Aquafina etc.
- B. The Company, as a part of the Extended Producer's Responsibility under the Plastic Waste Management Rules, 2016 as amended in 2018 and also to ensure compliance under other Rules, Notifications, Guidelines etc. ("Rules") being issued by various State governments, seeks to engage an organization which shall be responsible for the Collection and Recycling of Post Consumed Plastic Waste ("Project").
- C. The Service Provider represents itself as an organization which is efficiently carrying on its business of plastic waste collection & recycling in India and has represented to the Company that it is fully aware of the provisions of the said Rules and has requisite expertise, necessary & adequate resources and manpower and is fully acquainted with and has experience in providing Services and is willing to provide Services and has further represented that it shall aid and assist the Company in coordinating with the appropriate Authorities under the said Rules for its implementation. **Annexure A**, captures the Scope of Work "Services" of the Service Provider mutually agreed between the Parties and constitutes the Scope of Work under this Agreement.
- D. Based on mutual discussions and deliberations between both the parties, Company has accepted the Proposal forwarded by the Service Provider, which is made an integral part of this Agreement, and thus both the parties agree to terms of this agreement.
- E. In consideration of the performance by the Service Provider under the Extended Producer's Responsibility (hereinafter referred to as 'EPR') Scheme as defined under the Plastic Waste Management (Amendment) Rules, 2018 (hereinafter referred to as 'PWM') and the expertise of the Service Provider in plastic waste management, the Company and Service Provider agree to the following terms and conditions.

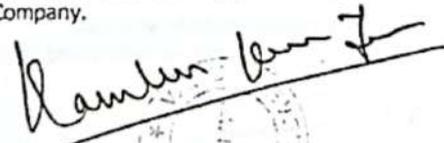




NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. SERVICES AND PROCEDURE FOR PROVIDING SERVICES

- 1.1 Service Provider shall render Services to Company as more particularly set forth in **Annexure A**. Such Services shall form part of and be incorporated into and subject to the terms and conditions of this Agreement and shall set forth the specific work to be performed by the Service Provider.
- 1.2 Service Provider shall be required to modify/amend the scope of service which essentially forms the Action Plan, if so required by any change in the Rules or any orders/clarifications issued by the appropriate authority under the Rules or otherwise. Consideration for such change in the scope of work shall be mutually agreed upon between the parties.
- 1.3 Service Provider represents and warrants that the personnel provided to assist the Company shall have requisite knowledge and experience in the field of rendering Services defined under the Scope of Work. Service Provider shall not commit or give any assurance to any third party on behalf of the Company and shall not bound the Company in any manner whatsoever by way of its acts, deeds and commissions. The Service Provider hereby confirms that performance of Services in accordance with the obligations agreed in writing as set out in this Agreement is the essence of this Agreement.
- 1.4 During the performance of Services pursuant to this Agreement, both the parties will ensure that it conducts its respective businesses and activities, in terms of this agreement, in such a manner that the reputation, standing and goodwill of both the parties are in no way adversely affected or compromised.
- 1.5 The schedule of Services set forth in **Annexure A** and A-1 may be changed or altered only by the written agreement of the Parties.
- 1.6 It is mutually agreed that the Service Provider shall be solely responsible for providing materials and equipment necessary to perform its Services under this Agreement. The Company shall assist the Service Provider as and when it is required, as per mutual understanding.
- 1.7 The Service Provider and the Company shall carry out their respective obligations and undertakings under this Agreement in accordance with the highest standards of professionalism and at a service level sufficient, appropriate and necessary under this Agreement, including but not limited to recycle of minimum quantity of plastic waste on behalf of the Company as required by PWM or any other notification / order issued by CPCB / State PCB from time to time. Both the parties shall strictly adhere and comply with the terms and conditions of this Agreement, including subsequent policy/guidelines as may be issued from time to time by the Government of India or by the State government.
- 1.8 The Service Provider and the Company shall at all times co-operate with each other in the event of any audit carried out by the any authority under the Rules or otherwise.
- 1.9 The Service Provider shall be free to take up any other assignment which is not inconsistent with the proper discharge of its obligations under this Agreement. Further, the Company shall be at liberty to engage with any other person/party for availing the similar type of services as being provided by the Service Provider under this Agreement to the Company.




S. Ramkrishna
Page 1 of 1

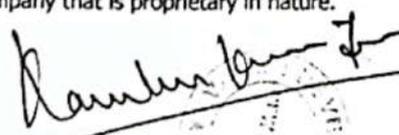

- 1.10 It is mutually agreed between Parties that Invoices raised by Service Provider under terms and conditions of this agreement shall in aggregate be for minimum amount as prescribed under Annexure B of this Agreement subject to the condition that the Service Provider shall, during the duration of this Agreement, collect the minimum quantity as prescribed in Annexure A-1, complete requisite recycle process and provide certificate to this effect to the Company in line with formalities and time as prescribed under PWM or any Order / notification issued by CPCB or State PCBs.
- 1.11 The Service Provider shall have the sole control of the manner and means of performing and carrying out the Services and it shall complete the same according to its own means and methods of work. Correspondingly, it shall direct and supervise the performance of its assigned personnel either personally or through its designated supervisor(s).
- 1.12 Neither this Agreement nor any rights, duties or obligations hereunder shall be assigned or transferred by either Party without the prior written consent of the other. For the avoidance of doubt, it is expressly agreed that Company shall be entitled to sub-contract the performance of some of the Services to any of its Affiliates / third Party undertaking the same or similar services as those undertaken by Service Provider hereunder.
- 1.13 Service Provider shall at all times co-operate with the Company in the event of any audit carried out by any appropriate Authority under the said Rules or otherwise and provide reports/ledgers without delay w.r.t. to the services when called upon by the Company.
- 1.14 Service Provider shall maintain proper records relating to the activities/Services carried out by it under this Agreement. The Service Provider shall provide access of its records to the representative / auditor of the Company.

2. PAYMENT

- 2.1 Service Provider shall Invoice Company, State / UT wise, a Service Provider Fee as specified in 'Annexure B'.
- 2.2 The Service Provider shall provide the services to the Company against issuance of valid tax invoice as per provisions of Goods and Service Tax ('GST') or any other applicable taxes imposed by law that may be required by the parties to claim the credit of GST or such other taxes.
- 2.3 Except as otherwise provided herein, all invoices shall be payable by Company within 30 (Thirty) days from the receipt of an undisputed invoice from Service Provider.
- 2.4 Service Provider shall maintain accurate accounting records of all costs and expenses and shall permit the Company to have access at all reasonable times to all records, account books, vouchers and invoices relating to such costs and expenses. Service Provider shall provide any supporting detail reasonably requested by Company's auditors as well as any independent auditors used by the Company.

3. CONFIDENTIALITY

- 3.1 As used herein, the term "Confidential Information" shall include: (a) any plans and objectives, any scientific or technical data, pricing, information, samples, design, process, procedure, formulae and results from the Services; (b) any improvement disclosed by the disclosing party that is commercially valuable to the disclosing party or its affiliates, subsidiaries or related companies and (c) any information disclosed by the Company that is proprietary in nature.







3.2 Confidential Information is and shall remain the property of disclosing party and receiving party's obligations of confidentiality and non-use shall survive the termination of this Agreement for a period of 3 (three) years. Upon completion or termination of the performance of Services hereunder, the receiving party agrees to deliver to disclosing party all tangible forms of Confidential Information.

3.3 The Service Provider shall keep and preserve all the data that shall be generated while providing service to the Company along with the back-up documents for a period of 3 years after the expiry/termination of this Agreement.

3.4 Regarding the processing of data pursuant to this Agreement, the Service Provider shall act only on instructions in writing from the Company, and Service Provider shall take all reasonable steps to ensure that appropriate technical and organizational measures are taken against unauthorized access to or unlawful processing of data and against accidental or loss or destruction of or damage to data.

3.5 Without the prior written consent of the Company, the Service Provider will not use or permit the use of Company's name or any of its brand names, trademarks, trade names or logos in any form of publication, advertising or publicity release.

3.6 Notwithstanding anything contained in this Agreement, the Company shall be at liberty to use the Service Provider's name or any of its brand names, trademarks, trade names or logos in any form of publication, advertising or publicity release in relation to this Agreement.

3.7 Prior to the execution of this Agreement, the Parties hereto have entered into a Non-Disclosure Agreement dated 10.07.2019, which shall run concurrently with this Agreement.

4. WARRANTY AND INDEMNIFICATION

4.1 Service Provider warrants that: (a) it has all necessary power and authority to enter into this Agreement; (b) this Agreement and performance hereunder does not and will not violate the terms of any other contract, covenant or agreement between either Party and any third Party now existing or hereinafter entered into;

4.2 Service Provider agrees to indemnify and hold the Company, its employee, agents and representatives, harmless against any claims, demands, cause of action, losses and damages (including punitive), or the loss of or damage to property arising out of Service Provider's willful conduct or negligence while providing Services under this Agreement.

4.3 The Company shall not assume any liability for the actions nor omissions of the other Party except as stated in this Agreement

4.4 Service Provider shall comply with all applicable laws, rules, and regulations in force relating to or appertaining to the due and proper performance of their duties and obligations under this Agreement.

Handwritten signature



SALMIA SWAMA
Page 5 of 14



5.

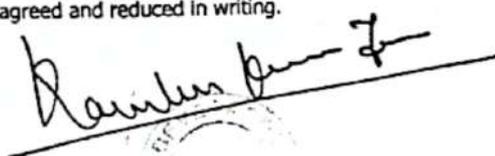
CODE OF CONDUCT

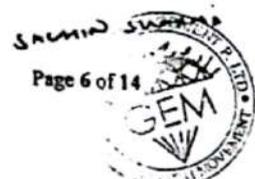
The Service Provider hereby agrees to strictly adhere to and do the following obligations-

- 5.1 To provide the Services in a professional, timely and efficient manner, to the highest professional standards and shall follow the best in class protocols, technical standard and processes and shall apply due care, skill and diligence in the performance of its duties and obligations under this Agreement required or reasonably expected of persons practicing best industry practice when engaged in the provision of services of the size, type, scope and complexity contemplated by this Agreement;
- 5.2 To act in good faith and shall not engage in any conduct or do any act which is contrary to the spirit of this Agreement or prejudicial to the business and the commercial interests of the Company;
- 5.3 To comply with all written instructions and requests of the Company in the provision of the Services, and the performance of its duties and obligations under this Agreement;
- 5.4 To comply with all Applicable Laws and regulations, rules, codes of conduct and guidelines applicable in India with respect to performance of the Services and shall abide by the rules and regulation of the Company which are in force for the time being and/or which may be framed from time to time;
- 5.5 Not engage in any commissioning of any unethical practices including without limitation making any payments or transfers of value which have the purpose or effect of public or commercial bribery or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business;
- 5.6 To communicate to the management of the Company, of any criminal cases or regulatory proceeding against it or any of its associates.
- 5.7 In carrying out its responsibilities under the Agreement and any other activities on behalf of or in connection with the Company, it (i) will not pay, offer or promise to pay, or authorize the payment, directly or indirectly, of anything of value to any person or firm employed by or acting for or on behalf of any government, government official or employee or any political party or candidate for political office, for the purpose of inducing or rewarding any favorable action in any matter; (ii) will not pay, offer or promise to pay anything of value to any employee, agent, consultant, or representative of any customer or supplier or potential customer or supplier of the Company to secure an undue advantage; and (iii) will not engage a third party to make such payments;
- 5.8 It shall comply with all the anti-corruption and anti-money laundering laws as may be applicable on it from time to time, including the Prevention of Corruption Act, 1988 and the Prevention of Money Laundering Act, 2002 ("Anti-Corruption Laws") and ALLSEC agrees that it shall not engage in any corrupt activities

6. TERM & TERMINATION

- 6.1 This Agreement shall be effective from 1st Aug., 2019 and shall remain valid for a period of 12 months, subject to earlier termination as per provisions of this Agreement and may be extendable for such periods upon such terms and conditions as may be mutually agreed and reduced in writing.





- 6.2 Parties shall have the right to terminate this Agreement, without assigning any reason, by giving a prior notice of 30 days (thirty days), thereof, in writing, if the other Party breaches any of the terms and conditions of this Agreement. and the same is not cured within 30 days of giving a notice for curing the breach.

7. **COMPLIANCE OF LAWS**

- 7.1 Service Provider shall comply with the provisions of all the Statutory Laws, including but not limited to, Workmen Compensation Act, The Employees State Insurance Act, the Employees Provident Fund & Family Pension Act and all other statutory obligations.
- 7.2 Service Provider shall obtain all necessary registration, licenses from all concerned Govt. Agencies.
- 7.3 Service Provider shall maintain and make it available to the Company all statutory records in compliance of relevant Acts and statutes of the central or state government.

8. **DISPUTE RESOLUTION**

Any dispute or difference or claim arising out of or in relation to this Agreement including the construction, validity, performance or breach thereof which the Parties cannot settle by mutual agreement shall be settled by the Courts having the exclusive jurisdiction of Delhi, irrespective of where the cause of action arose.

9. **GENERAL PROVISIONS**

9.1 **Entire Agreement**

This Agreement sets forth the full and complete understanding of the Parties as of the date first above stated, and it supersedes any and all agreements and representations between the parties made or dated prior to the date of this Agreement with respect to Service Provider providing these Services to Company.

9.2 **Notices**

All notices pertaining to this Agreement shall be in writing, and shall be deemed to have been duly given if hand delivered or mailed by certified or registered mail, postage prepaid, and if addressed to the party at the address shown at the signature line hereof or if addressed to such other address as may be furnished in writing by either party.

9.3 **Assignment**

This Agreement is personal in nature and cannot be assigned by Service Provider without the prior written consent of Company. Assignment of this Agreement shall not relieve the assignor until this Agreement shall have been assumed by the assignee. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the assignee.

9.4 **Waiver**

No provision, requirement, or breach of this Agreement may be waived by either party except in writing.





9.5 Captions

The captions used herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of the intent of any Section or Paragraph hereof.

9.6 Severability

The failure of either party at any time or times to require performance of any provisions hereof shall in no manner affect its right at a later time to enforce such provision. In the event that any provision of this Agreement or part thereof is determined to be illegal or otherwise unenforceable by a court of law, such provision or part thereof shall be (a) modified to the minimum extent necessary to render such provision enforceable and preserve the parties' intent, or (b) severed, if necessary, and in each case the balance of the Agreement shall continue in full force and effect.

9.7 Construction

This Agreement shall not be construed against the party preparing it but shall be construed as if both Parties jointly prepared this Agreement, and any uncertainty and ambiguity shall not be interpreted against any one party.

9.8 Relationship

This Agreement is entered between the Parties hereto on Principal-to-Principal basis no Employer-Employee relationship shall be construed between them.

IN WITNESS WHEREOF, the Parties herein have here unto set their hands as of the day and year aforesaid.

For Varun Beverages Ltd.

For GEM ENVIRO MANAGEMENT PVT. LTD.

Kamlesh Jain
Name: **KAMLESH JAIN**
Designation: **DIRECTOR**



Sachin Sharma
Name: **SACHIN SHARMA**
Designation: **DIRECTOR**

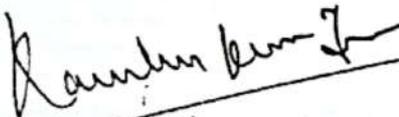


Witnesses:

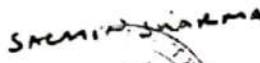
- Paras Gupta*
1. **PARAS GUPTA**
PFA no 81, Sect 44
Gurgaon - 122002
- Paras Gupta*
2. **PARAS GUPTA**
93 10 44 0 82404
Special Marine
Delhi - 110006

Annexure A
Scope of Work

1. Ensure collection and recycling of 30,000 MTs or more of PET / TETRA waste (as per the quantity required by Company as required under PWM / CPCB orders or notifications issued from time to time) for Company by setting up of adequate infrastructure (in terms of Collection centers, Collection Points, etc).
2. Implementation of PWM requirements and its amendments for the Company for its all plants located at various States/UTs in India.
3. EPR certificate for collection and recycling for 30,000 tons and more of PET / TETRA waste as per the requirements
4. Collection / Recycling data per Company / Central Pollution Board requirements
5. Fulfillment of EPR requirements of Company as per PWM requirements and as amended upto date.
6. EPR Consultancy as per Company requirements, including but not limited to, attending on behalf of the Company the offices of Central/State Pollution Control Board for liaison purposes, clarifying objections, obtaining registration with CPCB / SPCB, preparing replies & representations.
7. Providing MIS reports on the Plastics quantities collected / recycled to Company every month as per the format provided by Company.
8. Assisting in filing of returns as per PWM, providing data for such returns along with back-up materials as per the requirements of the Company.
9. Awareness and PR activities wherever required.








ANNEXURE- A1
Role and responsibility of Service provider

A. Deliverables

The following deliverables shall be provided by the Service Provider :

1. Implementation of Plastic Waste Management Rules 2016 as amended in 2018 (PWM) and as amended from time to time

SERVICE PROVIDER through collection and recycling of PET / TETRA shall ensure that Company is able to fulfill its EPR responsibilities as per the PWM and its subsequent amendments and/or the extant law on plastic waste management including but not limited to any order / notifications issued by CPCB or State PCB. The Collection of PET / TETRA shall be Brand Agnostic.

2. EPR certificate for collecting and recycling

Every month SERVICE PROVIDER will provide certificate to Company stating that XX qty PET / TETRA has been collected and sent to the recycler (registered with the appropriate Pollution Control Board) by SERVICE PROVIDER on behalf of Company all over India. The recycling number shall be audited by Company funded independent auditors to ensure authenticity, and SERVICE PROVIDER and would facilitate the audit process.

The frequency of certificate shall be monthly.

It shall be the sole responsibility of SERVICE PROVIDER to ensure that the plastic waste is sent only to authorized recyclers.

3. Collection/Recycling data as per Company/ Pollution Board requirement.

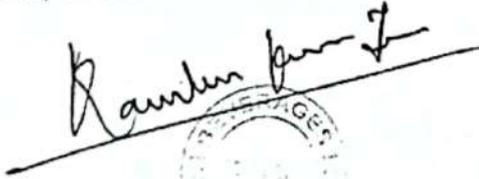
SERVICE PROVIDER shall provide data in following format to Company on/before 15th of each month:-

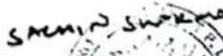
Month	PET / TETRA collected on behalf of Company	Cumulative Collection

However, the above format is provisional format and can be changed on the request of Company.

4. Fulfillment of EPR requirement of Company as per PWM

Any EPR requirement of Company which is present in the PWM as amended shall also be fulfilled by SERVICE PROVIDER. SERVICE PROVIDER will ensure that all its operations comply with applicable laws, including but not limited to environmental, health, safety and labour.




5. EPR service as per Company requirements

SERVICE PROVIDER shall make best endeavours to resolve any EPR related queries in Company.

6. Representing Company among government agencies (State PCB/Environmental Ministry) or any other government authority as and when required

Representing the Company among government agencies (State PCB/Environmental Ministry) or any other government authority as and when required with minimum 72 hrs notice at its own cost in different states/UTs and the same shall be only at the request of Company.

B. Infrastructure to be set up by SERVICE PROVIDER

SERVICE PROVIDER shall set up following Infrastructure:

The SERVICE PROVIDER shall maintain sufficient number of collection centers, atleast one in each State / UTs across Indian excluding J & K and North East States but including State of Assam, at its cost for collection of minimum quantity of PET / TETRA for the Company for fulfillment of its EPR as required under PWM as amended upto date or any order / notification issued by CPCB / State PCB in this behalf and will have following functions, infrastructure and manpower in each of these Collection Center:-

Functions	Collection, Segregation, bailing, Crushing
Infrastructure	Balers, Weighing Scale
Manpower	Atleast 3 workers per center

The timelines for setting up Collection Centres shall be 31st Oct., 2019

C. Collection centers shall procure/collect PET / TETRA from the following:

- a. Rag-Pickers
- b. Small Scrap Dealers
- c. Direct Collection from institutions (Hotels, Banquet Halls, etc)
- d. Other Collection centers run by the municipal bodies, NGOs Etc.

D. SERVICE PROVIDER shall provide addresses and locations of the collection centres to Company at its request.

E. The entire PET collected at the collection centers shall be sent to Recyclers' recycling plants for recycling to form Recycled Polyester Staple Fiber.

The entire TETRA collected at the collection centers shall be sent to Recyclers' recycling plants for recycling.

F. SERVICE PROVIDER shall provide State / UT wise data in the following format to Company on/ before 15th of every month for each collection center-

Month	Collection Centre	PET / TETRA Collected on behalf of Varun Beverages Ltd.	Cumulative Collection (YTD)

Handwritten signature



G. The minimum collection target for first year of this Agreement from is as under:

MONTH	MINIMUM COLLECTION (MT)
Aug 19	500
Sep 19	1000
Oct 19	2000
Nov 19	2500
Dec 19	3000
Jan 20	3000
Feb 20	3000
Mar 20	3000
Apr 20	3000
May 20	3000
June 20	3000
July 20	3000
TOTAL	30,000

H. GEM shall organize following activities across all States (excluding J&K) and UTs across the India over the period of 12 months starting from effective date of this Agreement for spreading among general masses about Plastic collection / recycling and strengthening of present collection chain:

Number	As per mutual discussion between the Parties over a period of 12 months from effective date of this Agreement
States	Minimum 1(One) each in all the States (excluding J&K) and UTs over a period of 12 months
Type of activity	It can be basic rag-picker training / welfare activity and awareness programs
Distribution of Awareness material	Distribution of pamphlets Placing of posters at appropriate places Organising awareness programmes at Schools, RWA's, Malls, etc. The locations and the quantities of posters/banners shall be decided by SERVICE PROVIDER.

Any awareness activity beyond what is mentioned above shall be invoiced on actual cost basis by SERVICE PROVIDER

I. SERVICE PROVIDER shall set up Hand Operated RVM / RVM's, in addition to collection centers as mentioned above, in at least ten States as mutually decided between the Parties.

In addition there shall be collection vans for collection of PET bottles from all of these collection Points.

J. SERVICE PROVIDER shall also make best efforts for spreading awareness of PET recycling and sustainability among masses of all the States as mentioned above. The awareness tools shall be:

- Volunteers (Employed by SERVICE PROVIDER) stationed on collection points

Ravinder Kumar

Page 12 of 14



SACHIN SHARMA

- Posters/banners placed at various locations of the city
- Distribution of Pamphlets.

The locations and the quantities of posters/banners shall be decided by SERVICE PROVIDER.

K. MIS/Reporting

The following reports shall be provided to Company before 15th of every month:-

1. Total Collection/Recycling Data State / UTs wise

Month	PET / TETRA collected on behalf of Company	Cumulative collection

2. Collection Center wise collection/Recycling data

Month	Collectison Center	PET / TETRA collected on behalf of Company	Cumulative collection

The SERVICE PROVIDER agrees that formats shall be changed as when Company requires to do so.

[Handwritten Signature]


SAMIN SUARMA



Annexure B

Payment Terms

1. Payment as per Clause 2 of this Agreement:-

- a. @ Rs 1.0/ kg + GST for PET and
- b. @ Rs. 1.0 / kg + GST for Tetra Cartons.

The minimum billing criteria of Rs. 3.0 crore per annum (pre -tax) will be inclusive of 1(a) and (b) above for 12 months starting from effective date of this Agreement, subject to fulfilment of obligations of Service Provider under this Agreement.

2. Service Provider shall raise monthly invoices for 1. above on the Company separately for each State / UT wise with supporting documentation, . The Company shall settle the invoices within 30 days of receipt of the undisputed invoice.
3. Statutory fees, if any for Brand owner registration with CPCB.
4. Statutory fees, if any for Registration with State Pollution Control Board.
5. The Service Provider shall represent Company among the State Pollution Control Boards at its own cost. However, if there are more than 60 representations in all States / UTs put together in India, Service Provider shall charge for the travelling and lodging cost as per actual on production of valid bills.






Page 14 of 14

MEMBER SECRETARY



केन्द्रीय भूमि जल प्राधिकरण
जल संसाधन, नदी विकास एवं
गंगा संरक्षण मंत्रालय
भारत सरकार

ANNEXURE-6

File No: - 21-4/1261/UP/IND/2016 - 169

Central Ground Water Authority
Ministry of Water Resources
River Development & Ganga Rejuvenation
Government of India

NOC No: - CGWA/NOC/IND/ORIG/2018/3042

Date:- 31 JAN 2018

M/s Varun Beverages Limited
Plot No. 2E, Ecotech III, Udyog Kendra,
Greater Noida, District Gautam Buddha Nagar,
Uttar Pradesh - 201306

Sub:- NOC for ground water withdrawal to M/s Varun Beverages Limited in respect of their existing Beverages manufacturing unit located at Plot No. 2E, Ecotech III, Udyog Kendra, Greater Noida, Village Tusyana, Block BisraKh, District Gautam Buddha Nagar, Uttar Pradesh – reg.

Refer to your application on the above cited subject. Based on recommendations of Regional Director, Central Ground Water Board, Northern Region, Lucknow vide their recommendations dated 14/08/2017 and further deliberations on the subject the NOC of Central Ground Water Authority is hereby accorded to M/s Varun Beverages Limited in respect of their existing Beverages manufacturing unit located at Plot No. 2E, Ecotech III, Udyog Kendra, Greater Noida, Village Tusyana, Block BisraKh, District Gautam Buddha Nagar, Uttar Pradesh. The NOC is, however subject to the following conditions:-

1. The firm may abstract 1,163 cu.m/day for 261 days (and not exceeding 303,543 cu.m/year) of ground water, through existing three (3) tube wells only. The firm shall convert the existing tube well and convert the other existing tube well into piezometer. No additional ground water abstraction structures shall be constructed for this purpose without prior approval of the CGWA.

2. All the wells shall be fitted with water meter by the firm at its own cost and monitoring of ground water abstraction shall be undertaken accordingly on regular basis, atleast once in a month.

M/s Varun Beverages Limited, in consultation with the Regional Director, Central Ground Water Board, Northern Region, Lucknow shall implement ground water recharge measures atleast to the tune of 6,08,000 cu.m/year, for augmenting the ground water resources of the area within six months from the date of issue of this letter. Firm shall also undertake periodic maintenance of recharge structures at its own cost.

Photographs of the recharge structures after completion of the same shall be submitted immediately to the Regional Director, Central Ground Water Board, Northern Region, Lucknow for verification and under intimation to this office.

West Block - 2, Wing - 3, Sector - 1, R.K. Puram, New Delhi - 110066

Tel : 011-26175362, 26175373, 26175379 Fax : 011-26175369

Website : www.cgwb.gov.in, www.mowr.gov.in

स्वच्छ सुरक्षित जल - सुन्दर सुशहाल कल

CONSERVE WATER SAVE LIFE

The firm at its own cost shall install additional one (1) piezometer both the piezometers shall be fitted with digital water level recorder having telemetry system. The firm shall share user ID and password with the Regional Director, Central Ground Water Board, Northern Region, Lucknow.

7. The ground water quality shall be monitored twice in a year during pre-monsoon

8. The ground water monitoring data in respect of S. No. 2, 5 & 6 shall be submitted to Central Ground Water Board, Northern Region, Lucknow on regular basis at least once in a year.

8. The firm shall ensure proper recycling and reuse of waste water after adequate treatment.

9. Action taken report in respect of S. No. 1 to 3 shall be submitted to CGWA within one year period.

10. The permission is liable to be cancelled in case of non-compliance of any of the conditions as mentioned in S. No. 1 to 9.

11. This NOC is subject to prevailing Central/State Government rules/laws or Court orders related to construction of tubewell/ground water withdrawal/construction of conservation structure/discharge of effluents or any such matter as applicable.

12. The firm shall report self compliance online in the website (www.cgwa.noc.gov.in) within one year from the date of issue of this NOC.

13. This NOC does not absolve the applicant / proponent of this obligation / requirement to obtain other statutory and administrative clearances from other statutory and administrative authorities.

14. The NOC does not imply that other statutory / administrative clearances shall be granted to the project by the concerned authorities. Such authorities would consider the project on merits and be taking decisions independently of the NOC.

15. This NOC is valid from 03/01/2018 till 02/01/2020


Member Secretary

Copy to:

1. The Member Secretary, Uttar Pradesh Pollution Control Board, Block - 1, Sector - 10, Block - Vipul Khand, Gomti Nagar, Lucknow, Uttar Pradesh with a request to ensure that the conditions mentioned in the NOC are complied by the firm in consultation with the District Magistrate, District Gautam Buddha Nagar, Uttar Pradesh.
2. The District Magistrate, District Gautam Buddha Nagar, Uttar Pradesh for necessary action.
3. The Regional Director, Central Ground Water Board, Northern Region, Lucknow. This has reference to your recommendation dated 14/06/2017.
4. TS to the Chairman, Central Ground Water Authority, Bhrami Shakti Ehasan, Rafi Marg, New Delhi.
5. Guard File 2017-18.

Member Secretary



REGIONAL OFFICE LABORATORY
UTTAR PRADESH POLLUTION CONTROL BOARD

E-12/I, Sector-01, Noida, Gautam Budh Nagar (U.P.) 201301

INDUSTRIAL WASTE WATER SAMPLE ANALYSIS REPORT

1. Sample Code No- 79-VII /Gr.N-Aug/2020
2. Name of the Industry - M/s- Varun Beverages Ltd.(Unit-II)
Plot No.-02E,Udyog Kendra, Ecotech-III, Greater Noida
3. Sample Collected by - Sri Kamlesh Singh, Sci-E, CPCB, Sri- Akhilesh Pratap Singh, Nayab Tehsildar, Sadar, Sri- Madhukar Singh, Sci-B CGWA, Sri- Kishan Singh, AIE, UPPCB, Gr. Noida & Sri- N.K. Jain, S.M. Gr. Noida
4. Date and Time of Sample Collection- 26.08.2020
5. Sampling Point - Inlet of E.T.P

S.N.	Parameters	Values in mg/l except pH	Standard prescribed by C.P.C.B
1.	Colour	Greenish	-
2.	Odour	Sl. Unpleasant	-
3.	pH	8.3	6.5 to 8.5
4.	Total suspended Solids	334.0	100.0 mg/l
5.	Total dissolved Solids	3018.0	-
6.	Total Solids	3352.0	-
7.	Biochemical Oxygen Demand (3 days Incubation at 27°C)	630.0	30.0 mg/l
8.	Chemical Oxygen Demand (Dichromate reflux method)	1520.0	250.0 mg/l
9.	Oil and Grease	-	10.0 mg/l

Specific Parameters:

10.	Chromium (Hexavalent) (Cr ⁶⁺)	-	0.1 mg/l
11.	Total Chromium (Cr)	-	2.0 mg/l
12.	Zinc (as Zn)	-	5.0 mg/l
13.	Nickel (as Ni)	-	3.0 mg/l
14.	Iron (as Fe)	-	3.0 mg/l
15.	Copper (as Cu)	-	3.0 mg/l
16.	Cobalt (as Co)	-	3.0 mg/l
17.	Cadmium (as Cd)	-	2.0 mg/l
18.	Phosphate (PO ₄ ⁻)	-	5.0 mg/l

Remarks:

BK
31/08/2020
Scientific Assistant

Real
31-08-2020
Asstt. Env. Engineer

Peece
Regional Officer



UTTAR PRADESH POLLUTION CONTROL BOARD

E-12/1, Sector-01, Noida, Gautam Budh Nagar (U.P.) 201301

INDUSTRIAL WASTE WATER SAMPLE ANALYSIS REPORT

1. Sample Code No- 81-VIIG/Gr.N-Aug/2020
2. Name of the Industry - M/s- Varun Beverages Ltd.(Unit-II)
Plot No.-02E,Udyog Kendra, Ecotech-III, Greater Noida
3. Sample Collected by - Sri Kamlesh Singh, Sci-E, CPCB, Sri- Akhilesh Pratap Singh, Nayab
Tehsildar, Sadar, Sri- Madhukar Singh, Sci-B CGWA, Sri-Kishan
Singh, AEE, UP PCB, Gr. Noida & Sri-N.K.Jain, S.M. Cir. Noida
4. Date and Time of Sample Collection- 26.08.2020
5. Sampling Point - Inlet of E.T.P

S.N.	Parameters	Values in mg/l except pH	Standard prescribed by C.P.C.B
1.	Oil and Grease	N.D	-

Remarks:

Sk
31/08/2020
Scientific Assistant

Seal
31.08.2020
Asstt. Env. Engineer

P. S. S.
Regional Officer



REGIONAL OFFICE LABORATORY
UTTAR PRADESH POLLUTION CONTROL BOARD

E-12/1, Sector-01, Noida, Gautam Budh Nagar (U.P.) 201301

INDUSTRIAL WASTE WATER SAMPLE ANALYSIS REPORT

1. Sample Code No- 80-V12 /Gr.N-Aug/2020
2. Name of the Industry - M/s- Varun Beverages Ltd.(Unit-II)
Plot No.-02E,Udyog Kendra,Feotech-III, Greater Noida
3. Sample Collected by - Sri Kamlesh Singh, Sci-E, CPCB, Sri- Akhilesh Pratap Singh, Nayab
Tehsildar, Sadar, Sri- Madhukar Singh, Sci-B CGWA, Sri-Kishan
Singh, AEE, UPPCB, Gr. Noida & Sri-N.K. Jain, S.M, Gr. Noida
4. Date and Time of Sample Collection- 26.08.2020
5. Sampling Point - Outlet of E.T.P

S.N.	Parameters	Values in mg/l except pH	Standard prescribed by C.P.C.B
1.	Colour	Colourless	-
2.	Odour	Odourless	-
3.	pH	7.24	6.5 to 8.5
4.	Total suspended Solids	66.0	100.0 mg/l
5.	Total dissolved Solids	928.0	-
6.	Total Solids	994.0	-
7.	Biochemical Oxygen Demand (3 days Incubation at 27°C)	15.0	30.0mg/l
8.	Chemical Oxygen Demand (Dichromate reflux method)	152.0	250.0mg/l
9.	Oil and Grease	-	10.0mg/l

Specific Parameters:

10.	Chromium (Hexavalent) (Cr ⁶⁺)	-	0.1mg/l
11.	Total Chromium (Cr)	-	2.0mg/l
12.	Zinc (as Zn)	-	5.0mg/l
13.	Nickel (as Ni)	-	3.0mg/l
14.	Iron (as Fe)	-	3.0mg/l
15.	Copper (as Cu)	-	3.0mg/l
16.	Cobalt (as Co)	-	3.0mg/l
17.	Cadmium (as Cd)	-	2.0mg/l
18.	Phosphate (PO ₄ ⁻)	-	5.0mg/l

Remarks:


31/08/2020
Scientific Assistant


31-08-2020
Asstt. Env. Engineer


Regional Officer



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E-12/1, Sector-01, Noida, Gautam Budh Nagar (U.P.) 201301

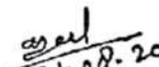
INDUSTRIAL WASTE WATER SAMPLE ANALYSIS REPORT

1. Sample Code No- 82-VI2G/Gr.N-Aug/2020
2. Name of the Industry - M/s- Varun Beverages Ltd.(Unit-II)
Plot No.-02E,Udyog Kendra, Ecotech-III, Greater Noida
3. Sample Collected by - Sri Kamlesh Singh, Sci-E, CPCB, Sri- Akhilesh Pratap Singh, Nayab
Tehsildar, Sadar, Sri- Madhukar Singh, Sci-B CGWA, Sri-Kishan
Singh, AEE, UPPCB, Gr.Noida & Sri-N.K.Jain, S.M.Gr. Noida
4. Date and Time of Sample Collection- 26.08.2020
5. Sampling Point - Outlet of E.T.P

S.N.	Parameters	Values in mg/l except pH	Standard prescribed by C.P.C.B
1.	Oil and Grease	N.D	10.0mg/l

Remarks:


31/08/2020
Scientific Assistant


31.08.2020
Asstt. Env. Engineer


Regional Officer



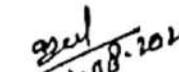
REGIONAL OFFICE
U.P. POLLUTION CONTROL BOARD
E-12/1, SECTOR-1,
NOIDA, GAUTAMBUDH NAGAR

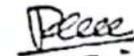
Analysis Report of Borewell water sample

Name of Industry : M/s Varun Beverages Ltd. (Unit-2), Plot No-2E, Udyog Kendra, Ecotech-III, Greater Noida
Sample Collected by : Sri Kamlesh Singh, Sci-E, CPCB, Sri Akhilesh Pratap Singh, Nayab Tehsildar, Sadar, Greater Noida,
Sri Madhukar Singh, Sci-B CGWA, Sri Kishan Singh, AEE, UPPCB, Greater Noida & Sri N.K. Jain, S.M., Greater Noida

S. No.	Name of Sampling Point	Sample Code	Date	Colour	Odour	pH	Total Hardness mg/l	Calcium mg/l	Magnesium mg/l	Chloride mg/l	T.D.S mg/l	Metals mg/l
1.	Ground Water from Borewell No-1 for Genral Parameters	VBIG	26.08.20	Colourless	Odourless	8.29	212.0	148.0	64.0	47.0	428.0	-
2.	Ground Water from Borewell No-1 for Heavy Metals	VB1M	26.08.20	-	-	-	-	-	-	-	-	Fe-N.D As-N.D T.Cr-N.D Pb-N.D.
3	Ground Water from Borewell No-3 for Genral Parameters	VB3G	26.08.20	Colourless	Odourless	7.49	196.0	148.0	48.0	51.0	442.0	-
4	Ground Water from Borewell No-3 for Heavy Metals	VB3M	26.08.20	-	-	-	-	-	-	-	-	Fe-N.D As-N.D T.Cr-N.D Pb-N.D.


31/08/2020
Scientific Assistant


31.08.2020
Asstt. Environment Engineer


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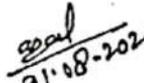
E-12/1, Sector-01, Noida, Gautam Budh Nagar (U.P.) 201301

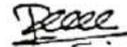
STACK MONITORING REPORT

1. Name of the Industry M/s-Varun Beverage Ltd.
Plot No.-02 E, Ecotech-III, Udyog Kendra, Surajpur,
, Greater Noida, Gautam Budh Nagar
2. Sample Collected by Sri-Sushil Kumar, S.A., Sri- Ashish Chauhan, J.R.F
3. Date of Monitoring 26.08.2020
4. Stack Height (Meters) 30 mts
5. Stack Dia (Meters) 0.60 mts
6. Stack Attached to Boiler-05 TPH
7. Type of fuel used Bio-Briquette
8. Fuel Consumption Bio-Briquette -08-10 T/Day (Approx.)
9. Ambient Temperature ($^{\circ}$ C) 40° C
10. Stack Temperature ($^{\circ}$ C) 93° C
11. Average Velocity (m/sec.) 5.87 m/sec
12. Average Flow rate (LPM) 22 LPM
13. Net Sampling Time (Minutes) 40 Minutes
14. Control Devices (if any) Cyclone Dust Collector & Bag Filter

PARAMETERS	Result (mg/Nm ³)	Standard (mg/Nm ³)
Particulate Matter (mg/Nm ³): IS Method No. 11255 (Part I), 1985	183.0	800


31/08/2020
Scientific Assistant


31.08.2020
Asstt. Environment Engineer


Regional Officer