

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI**

O.A. No. 622 of 2024

IN THE MATTER OF:

Varun Gulati

...Applicant

Versus

State of Haryana & Ors.

...Respondents

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FILED THROUGH:



[SIDDHARTH BATRA], [ARCHNA YADAV] [SHIVANI CHAWLA]



[CHINMAY DUBEY] & [RHYTHM KATYAL]

Advocates for Respondent No. 71- M/s Denim Craze

8A, Sagar Apartments, 6-Tilak Marg,

New Delhi-110001.

Mob.: 9888884445

Date: 21.05.2025

Place: New Delhi

E-mail: siddharth.batra@satramdass.com

Phone: 011 4704 6111

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**OBJECTIONS TO THE REPORT OF JOINT COMMITTEE ON
BEHALF OF RESPONDENT NO. 71, DENIM CRAZE**

MOST RESPECTFULLY SHOWETH:

1. That the present objections are being filed in compliance with the order dated 27.02.2025 passed by this Hon'ble Tribunal where in the newly impleaded respondents were directed to file their objections to the Joint Committee Report dated 03.01.2025. As per the order dated 08.01.2025, the Answering Respondent has been impleaded as Respondent No. 71 along with other industries based on the Joint Committee Report.
2. That the Joint Committee Report has raised concerns regarding the operation of Primary Effluent Treatment Plants (PETPs) and alleged dilution of effluents, which have led to the bypassing of industrial discharges into stormwater systems and Drain No. 6, eventually polluting the River Yamuna.

3. **OBJECTIONS TO THE JOINT COMMITTEE REPORT**

- i. That the Answering Respondent submits that an inspection was conducted on 07.08.2024, and certain observations were recorded regarding the operation of its Primary Effluent Treatment Plant (PETP). The Answering Respondent submitted that a Show Cause Notice (SCN) dated 02.01.2025, received on 17.01.2025, was issued by the Haryana State Pollution Control Board (HSPCB), alleging non-compliance on several grounds, including the non-maintenance of the logbook for the flowmeter at the Primary Effluent Treatment Plant (PETP) inlet, low BOD values at the PETP inlet indicating possible dilution, expired agreement for PETP sludge disposal, non-maintenance of records for fly ash generation and disposal, mismatch in PETP sludge generation data, and alleged inefficiency of the PETP in meeting the prescribed discharge norms.
- ii. That it is submitted that all of the above issues were raised in the Show Cause Notice issued by HSPCB, to which the answering respondent submitted a detailed and reasoned response. The answering respondent duly clarified its position and provided documentary evidence of its compliance to HSPCB. Therefore, the continued reliance on these findings is unjustified and does not accurately reflect the present compliance status of the unit. A Copy of the HSPCB Show Cause Notice and the latest detailed and reasoned response to the HSPCB Show Cause Notice along with all the relevant annexures is annexed herewith and marked as **ANNEXURE R-1**.
- iii. That the Answering Respondent categorically denied the allegations and submitted a detailed reply to the HSPCB, addressing each concern

and providing documentary evidence to substantiate compliance with regulatory requirements. The respondent had consistently maintained logbooks for PETP operations, including flowmeter readings at the PETP inlet, and the claim that no such records existed was factually incorrect. Copies of logbook records from June 2024 to December 2024 had been annexed with the reply to the Show Cause Notice to demonstrate regular monitoring and compliance.

- iv. That the Answering Respondent further refuted the allegation that low BOD values at the PETP inlet suggested dilution with freshwater. The BOD levels recorded at the PETP inlet were consistent with the nature of the industrial process undertaken by the unit, which primarily involved dyeing, bleaching, and washing rather than high-BOD processes such as scouring and printing. The Equalization Tank installed at the PETP ensured uniform mixing of effluent from various process streams, leading to stabilized BOD levels. No scientific evidence had been provided to substantiate the claim of dilution, and the assumption that dilution was occurring was unfounded. The logbook records for PETP operations, which had been annexed with the reply to the Show Cause Notice, clearly established that the unit had been operating well within prescribed limits.
- v. That the Answering Respondent clarified that while the agreement for PETP sludge disposal with GEPIL had expired on 16.04.2024, the renewal process had already been initiated, and a request for renewal had been submitted well in advance. A copy of the agreement renewal request had been annexed with the reply to the Show Cause Notice to demonstrate the Respondent's proactive compliance efforts.

Furthermore, contrary to the allegations in the SCN, daily logbook records for fly ash generation and disposal had been regularly maintained, and updated records were enclosed with the reply as Annexure-3. A copy of the renewed agreement dated 28.03.2025 is enclosed herewith marked as **ANNEXURE R-2**.

- vi. That with regard to Point No. 11 of the Joint Committee Report, the following clarifications are humbly submitted:
- The report mentions: *“Production in (Kg/Sq. meter/Nos.): Dyeing & washing of garments - 1,00,000 Nos/day.”*
 - It is respectfully submitted that the above figure is factually incorrect. The actual production capacity of the unit is 1,00,000 garments per month, not per day.
- vii. That a similar error is reflected in the last line of Point No. 11 under the sub-heading *“Raw material (dyes & chemicals) - garments - 1,00,000 Nos.”* Again, the quantity of 1,00,000 garments pertains to monthly production, and not daily.
- viii. That the aforementioned factual error has material bearing on the interpretation of resource consumption (water, energy, chemicals) and compliance assessment. Hence, it is most respectfully prayed that the figure of 1,00,000 garments/day be correctly read and recorded as 1,00,000 garments/month in the report.
- ix. That with respect to Point No. 39 of the report, it is submitted that the estimated ash generation from biomass briquettes has been stated as

12% of the fuel weight, which does not reflect the actual operational performance of our unit.

- Based on consistent records maintained by the unit and supported by literature on biomass fuel characteristics, the actual ash generation ranges between 5-7% of biomass input.
 - It is therefore most respectfully prayed that the reference to ash generation at 12% be appropriately reviewed and corrected in the final assessment.
- x. That with reference to Point No. 40 concerning "*Ash management and disposal*", the report states that the ash is sent to GEPIL "*as informed*".
- It is submitted that pursuant to the earlier communication and as a matter of compliance, a fresh agreement for ash disposal with GEPIL was executed in March 2025 (copy enclosed as Annexure R-2).
- xi. That with respect to the alleged mismatch in PETP sludge generation, the Answering Respondent submitted that the calculation in the SCN appeared to have been based on assumptions rather than actual recorded data. The actual sludge generation rate was influenced by multiple operational factors, including the type of fabric processed, the chemicals used, and the treatment efficiency of the PETP. The logbook records for sludge generation, annexed with the reply to the Show Cause Notice, confirmed that the actual data aligned with industry norms and that the alleged discrepancy was without basis.
- xii. That the Answering Respondent further submitted that the PETP remained fully operational and compliant with the prescribed

discharge norms. The efficiency of the PETP had been validated through third-party independent laboratory analysis, which confirmed that the treated effluent met regulatory standards. Copies of the third-party effluent test reports, annexed with the reply to the Show Cause Notice, substantiated this claim. The Answering Respondent had also undertaken additional compliance measures, including the maintenance of logbooks for freshwater consumption and the installation of magnetic flow meters at all required locations to ensure complete transparency in effluent discharge data.

- xiii. That in addition to the factual inaccuracies in the allegations, the Answering Respondent had raised serious objections regarding the lack of substantive evidence supporting the claims made in the SCN. The notice appeared to have been based on mere assumptions rather than conclusive findings, as no provision for dilution had been identified during the inspection, nor had any scientific rationale been provided for the alleged non-compliance. Furthermore, procedural irregularities were evident, as the SCN had been issued in January 2025, despite the inspection taking place in August 2024, raising concerns regarding procedural fairness and due process.
- xiv. That the Answering Respondent submitted that no arrangement, provision, or evidence of dilution or unauthorized discharge of untreated effluent had been found during the inspection. The entire effluent generated by the unit had been routed to the HSIIDC-designated pipeline after treatment, in full compliance with regulatory standards. The inspection team had not identified any source of unauthorized discharge, and the allegations in the SCN were

speculative at best. Moreover, the logbooks for HSIIDC freshwater consumption indicated that the unit's total freshwater usage had remained well within approved limits, further disproving any possibility of dilution. The HSIIDC freshwater bills and meter readings, annexed with the reply to the Show Cause Notice, corroborated this.

- xv. That the Answering Respondent had consistently undergone inspections by the Central Pollution Control Board (CPCB), all of which had confirmed compliance with environmental norms. These past inspections reaffirmed that the PETP operated efficiently, the effluent discharge remained within permissible limits, and no dilution with freshwater had occurred. The records of past CPCB inspections had been annexed with the reply to the Show Cause Notice to further substantiate compliance.
- xvi. That without prejudice to the above and to its legal rights, the Answering Respondent had implemented all necessary measures to ensure compliance with the recommendations issued by HSPCB. This included regular logbook maintenance, renewal of agreements for sludge disposal, proper documentation of fly ash disposal, and third-party verification of PETP performance. However, these compliance measures should not be construed as an admission of non-compliance, as the Respondent had always remained committed to operating within prescribed regulatory norms.
- xvii. That the closure of the Answering Respondent's unit would have had severe socio-economic consequences, impacting not only the employees and their families but also local suppliers, transporters, and

small businesses dependent on the unit's operations. Any adverse action taken against the Answering Respondent would have jeopardized livelihoods, disrupted supply chains, and negatively impacted textile exports.

- xviii. That in view of the above submissions, the Answering Respondent prayed that the allegations in the Show Cause Notice be reconsidered, as they were based on incorrect assumptions and lacked substantive evidence. The Respondent requested that its compliance measures be duly recognized and that it be granted an opportunity for re-inspection with independent verification to conclusively establish adherence to environmental norms. The Answering Respondent reiterated its commitment to upholding all regulatory standards and sought a fair and just resolution of the matter.
4. That in light of the foregoing submissions, the Answering Respondent categorically denies any allegations of non-compliance and submits that the findings of the Joint Committee Report and the subsequent classification of the Answering Respondent as non-complying are based on assumptions rather than conclusive evidence. The Answering Respondent has consistently adhered to prescribed environmental norms, holds valid statutory permissions, and has taken proactive measures to ensure compliance.
5. That the Answering Respondent remains committed to environmental sustainability, regulatory compliance, and responsible industrial operations and prays for a just and fair assessment of its compliance status.

6. The Answering Respondent further reserves its right to file additional pleadings or affidavits, if necessary, in response to any subsequent developments in the present proceedings.

FILED THROUGH:



[SIDDHARTH BATRA], [ARCHNA YADAV] [SHIVANI CHAWLA]



[CHINMAY DUBEY] & [RHYTHM KATYAL]
Advocates for Respondent No. 71- M/s Denim Craze
8A, Sagar Apartments, 6-Tilak Marg,
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Mob.: 9888884445

Date: 21.05.2025
Place: New Delhi

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...Respondents

AFFIDAVIT

I, Rajneesh Verma S/o Late Sh. Ramesh Kumar Verma, aged about 51 years R/o 59, Bank Vihar, Pitampura, Delhi-110034, do hereby solemnly affirm and stat as under:

1. That I am the authorized signatory of Respondent No. 71, M/s Denim Craze, having its office at Plot No. 550 & 553, HSIIDC, Phase-II, Barhi, Sonipat, Haryana-131101, in the aforesaid Original Application, I am aware of the facts and circumstances of the case in my official capacity as stated above and hence, entitled to swear this affidavit.



That the accompanying reply has been drafted by my counsel under my instructions, and I say that the statements and submissions made in the said reply are true and correct to best of my knowledge based upon the records and my belief. I pray that the said reply to be treated as part and parcel of this Affidavit and the same is not being reproduced for the sake of brevity.

3. I say that the documents / annexure produced along with the reply are true copies of its originals.

12/4
2024

[Handwritten Signature]
DEPONENT

VERIFICATION:

Verified that the contents of the above affidavit are true and correct to the best of my knowledge, belief and nothing material information has been concealed therefrom. No part of it is false.

Verified at _____ on this ____ day of _____, 2025.

[Handwritten Signature]
DEPONENT



[Handwritten Signature]
1245
Sachin

ATTESTED
[Handwritten Signature]
NOTARY
Ganaur Dist. ...



HARYANA STATE POLLUTION CONTROL BOARD

Plot No. 1, Sector-15, Part-II, Sonipat
Ph. - 0130-2236119, E-mail ID: - hspcbosr@gmail.com



No. HSPCB/SR/2025/ 2691

Dated: 02/01/2025

To

M/s DENIM CRAZE,
PLOT NO 550-553 HSIIDC PH II BARHI,
District Gannaur, Sonipat, Haryana

Sub: Show Cause Notice for Closure under section 33-A of Water Act, 1974, prosecution action under section 43/44 of Water Act, 1974, revocation of consent u/s 27 of the Water (Prevention & Control of Pollution) Act, 1974 & u/s 21 (4) of the Air (Prevention and Control of Pollution) Act, 1981 and imposing environmental compensation as per order dated 22.12.2021.

Whereas, the unit was inspected on 07.08.2024 by the Joint Team of CPCB and HSPCB in reference to OA No.622/2024 titled as Varun Gulati Vs State of Haryana & Ors. pending before Hon'ble NGT, New Delhi and the unit is involved in process of Pre-treatment, Dyeing, Washing, Finishing having CTO valid upto 30.09.2026.

Whereas, during inspection following deficiencies have been observed which need to be complied as per condition of CTO granted to the said unit:-

- Unit has installed electromagnetic flowmeter at inlet and outlet of PETP. Unit is maintaining logbook for flowmeter installed at PETP outlet, but not maintaining logbook for flowmeter installed at PETP inlet.
- Effluent characteristics: as per analysis report is as below: -

Parameter	PETP inlet	PETP outlet	Prescribed discharge norms	Compliance w.r.t norms
pH	7	6.9	6.0-9.0	Non-complying (dilution)
BOD (mg/l)	213	69	500	
COD (mg/l)	340	261	1400	
TSS (mg/l)	108	36	1500	
TDS (mg/l)	856	1032	2100	

- Agreement with GEPIL for PETP sludge disposal has been expired on 16.04.2024.
- The unit is not maintaining record for ash generation & disposal on daily basis.

4. Actual PETP sludge generation (2.49 kg/day) & estimated PETP sludge generation based on effluent characteristics (11.75 kg/day) are not inline indicating that the unit is either not maintaining PETP sludge generation record properly or suspected unscientific disposal of generated PETP sludge.
5. As per the analysis result of sample collected from PETP inlet, BOD value found too much lower i.e., 213 mg/l against typical range of 500-800 mg/l, indicating dilution at PETP inlet.

Recommendation of the Team:-

1. Maintain record for fresh water consumption through municipal source i.e., HSIIDC fresh water supply line on daily basis
2. Maintain logbook for flowmeter installed at PETP inlet and PETP sludge generation on daily basis.
3. Renew the agreement with GEPIL for PETP sludge disposal.
4. Maintain record for ash generation & disposal on daily basis and ensure scientific disposal of the same.
5. Maintain proper record for PETP sludge generation on daily basis and ensure scientific disposal of the same.
6. Operate PETP in such a way to comply with notified discharge norms

Therefore, you are hereby directed to show cause & explain within **15 days** as to why closure action may not be taken against your unit u/s 33-A Water (Prevention and Control of Pollution) Act, 1974, prosecution action under section 43/44 of Water (Prevention and Control of Pollution) Act, 1974 and revocation of consent u/s 27 of the Water (Prevention & Control of Pollution) Act, 1974 & u/s-21 (4) of the Air (Prevention and Control of Pollution) Act, 1981 besides initiation of legal action under the Acts for non-compliance of the relevant provisions of Environmental Acts/Rules/Laws.

In case you fail to reply/comply with the deficiencies mentioned above within above mentioned stipulated time period, it will be presumed that you have nothing to say in this regard and accept the status as mentioned above, which will warrant closure action against your unit under relevant Acts/ Rules besides initiation of legal action under the relevant Acts/Rules without giving any further notice.

Whereas, for the above said violations you are liable to pay the Environmental Compensation in terms of the directions of Board issued letter no. HSPCB/PLG/2021/2343-2350 dated 22.12.2021 as assessed by the Board as per methodology defined therein.


Regional Officer,
Sonapat Region.

Endst. No. HSPCB/SR/2025/

Dated:

A copy of the above is forwarded to the Chairman, HSPCB, Panchkula for information, please.

1
Regional Officer,
Sonapat Region.



DENIM CRAZE

3156

Ph.: 0130-247 4553
0130-247 4551

14

POINEER OF WET PROCESING HOUSE
DENIM & NON DENIM

Plot No.-550 & 553, HSIIDC Phase-II, Industrial Estate Barhi Sonapat Haryana - 131101

Ref. No.

Dated

Date: 06.02.2025

To
The Regional Officer
Haryana State Pollution Control Board (HSPCB)
Sonipat Region, Sonipat

SUBJECT: REPLY TO SHOW CAUSE NOTICE

**RE: HSPCB LETTER NO. HSPCB/SR/2025/2691 DATED 02.01.2025,
RECEIVED ON 17.01.2025**

Respected Sir,

This is in reference to the above-mentioned **Show Cause Notice (in short "Notice")** issued on **02.01.2025**, which was received by us on **17.01.2025**. The notice alleges non-compliance concerning specific freshwater consumption, inefficiency of the Primary Effluent Treatment Plant (PETP), low BOD values, suspected dilution of freshwater at PETP inlet, mismatch in PETP sludge generation, and lack of records for ash and sludge disposal.

ofc
In response to the SCN, we would like to submit our **point-wise reply** along with documentary evidence for your kind consideration.

1. BACKGROUND OF THE COMPANY

M/s **Denim Craze** is a reputed and responsible industrial unit engaged in the process of **pre-treatment, dyeing, washing, and finishing of textiles**. We have always been committed to **environmental sustainability**, strict adherence to regulatory norms, and responsible industrial operations. Our **Consent to Operate (CTO)** is valid **until 30.09.2026**, which demonstrates our compliance with all applicable regulations at the time of its issuance.

We operate with **state-of-the-art effluent treatment technology** to minimize freshwater consumption and ensure compliance with the prescribed discharge norms. Our records show **consistent compliance with CPCB and HSPCB guidelines**.

For DENIM CRAZE

Prop. Auth. Sign.

*Received
Sema
07/02/25*

HARYANA STATE POLLUTION
CONTROL BOARD
Plot-1, Sector-15, Part-II
SONEPAT-131001(HR.)

Total :- 17 Pages

1

2. POINT-WISE RESPONSE TO ALLEGATIONS IN SCN

2.1 Non-Maintenance of Logbook for Flowmeter at PETP Inlet

- We have been **regularly maintaining** logbooks for PETP operations, including **flowmeter readings at the PETP inlet**.
- It is incorrect to state that no logbook for the inlet has been maintain. Copies of **logbook records from June 2024 to December 2024** are enclosed as ANNEXURE-1.

2.2 Low BOD Value at PETP Inlet

- The Notice alleges that **BOD values (213 mg/L) are much lower than the typical range (500-800 mg/L)**, suggesting **dilution at PETP inlet**. However, we would like to clarify that:
 1. The **typical range of 500-800 mg/L applies to scouring and printing**, which are **not part of our industrial operations**.
 2. Our process mainly includes **dyeing, bleaching, and washing of Garments**, which results in a naturally lower BOD value at the PETP inlet.
 3. Our **Equalization Tank** ensures uniform mixing of effluent from various process streams, leading to stabilized BOD levels. *Annexure-1* (Logbook of PETP operations).
 4. Thus, no dilution of effluent is done as alleged in the notice since there is no necessity and requirement of the same as we have to achieve very relaxed standards prescribed for CETP inlet which are very easily achievable by our ETP itself.

2.3 Expired Agreement for PETP Sludge Disposal

- The Notice states that our agreement with **GEPIL for PETP sludge disposal expired on 16.04.2024**.
- A new **agreement renewal process has been initiated**, and a **copy of the agreement renewal request is enclosed as ANNEXURE-2**.

2.4 Non-Maintenance of Record for Fly Ash Generation & Disposal

- We maintain **daily logbook records for fly ash generation and disposal**.
- Copies of the updated records are enclosed as ANNEXURE-3.

For DENIM CRAZE

Prop. Auth. Sign.

2.5 Mismatch in PETP Sludge Generation

- The Notice alleges a discrepancy between **actual PETP sludge generation (2.49 kg/day) and estimated sludge generation (11.75 kg/day)**. However:
 1. The calculation error appears to be based on **assumed sludge production rates** rather than actual data.
 2. Our sludge generation depends on the **type of garment processed, chemical usage, and treatment efficiency**.
 3. We have an **updated sludge generation logbook**. Copies of records are enclosed as ANNEXURE-4.

2.6 Compliance with Discharge Norms & PETP Efficiency

- Our **PETP is fully operational** and consistently **meets prescribed standards**. Analysis reports from **HSPCB and EPA-recognized laboratories** confirm that we comply with required discharge norms.
- Copies of analysis reports enclosed as ANNEXURE-5.

3. OBJECTIONS TO THE SHOW CAUSE NOTICE

3.1 Lack of Evidence Supporting Allegations

The Notice is based on an **assumption of non-compliance** rather than tangible evidence. The inspection team found no provision for dilution, and no scientific justification has been provided for the alleged non-compliance.

3.2 Procedural Lapses in Issuing the Notice

- **Section 27 of the Water Act, 1974** states that Consent to Operate (CTO) cannot be granted to non-compliant units. Since our CTO was renewed on 15.09.2021, the allegations of non-compliance appear inconsistent with our approved status.
- The Notice was issued in **January 2025**, months after the inspection in **August 2024**, making the timing of its issuance questionable.
- No opportunity has been given to us to conduct an independent verification before raising allegations, violating principles of natural justice.

3.3 No procedure or facility to discharge untreated wastewater or dilution was found by the inspection team on their visit.

For DENIM CRAZE

Prop. Auth. Sign.

(3)

- At the outset, we strongly object to the allegations made in the Show Cause Notice, as they are based on mere assumptions rather than actual findings. Our unit does not have any procedure or facility to discharge untreated wastewater at any location other than the designated HSIIDC line. The entire effluent generated from our Primary Effluent Treatment Plant (PETP) is directly discharged into the HSIIDC line in a controlled and compliant manner, ruling out any possibility of dilution.
- During the inspection conducted by the Joint Team, no arrangement, provision, or evidence of dilution or unauthorized discharge of untreated effluent was found at our premises. This clearly indicates that the allegations in the notice are speculative and not backed by any concrete findings. In the absence of any factual basis, no action—let alone the closure of our unit—should be taken solely on the basis of assumptions.

3.4 Water Consumption Data does not reflect usage of freshwater for dilution:

- Upon reviewing our logbooks and recorded water consumption data, it is evident that our unit has consistently operated within the prescribed freshwater consumption limits. We respectfully submit that the allegation of dilution appears to be based on an assumption that extra freshwater was added to the effluent.
- However, since our total freshwater usage remains well within the approved limits, the possibility of dilution simply does not arise. Dilution, by its nature, requires an excess influx of fresh water, which is not reflected in our records. We sincerely believe that our Effluent Treatment Plant (ETP) is functioning effectively, ensuring compliance through efficient treatment processes rather than any form of dilution.
- In light of this, we request a reconsideration of this observation, as it may not accurately reflect our operational reality.

3.5 Annual inspections by the Central Pollution Control Board (CPCB)

- Furthermore, our unit undergoes annual inspections by the CPCB, in which we have consistently been found compliant with all environmental norms. These inspections reaffirm that our ETP functions efficiently, effluent discharge remains within permissible limits, and no dilution of effluent with freshwater occurs. The past records of these inspections further validate our adherence to pollution control measures and negate the allegations raised in the show cause notice.

RJ
For DENIM CRAZE

Prop/ Auth. Sign.

4

4. COMPLIANCE WITH HSPCB RECOMMENDATIONS

Without prejudice to the above and to our rights and legal remedies available under the law, we have ensured full compliance with all recommendations issued by the Board. The following actions have been undertaken:

- i. Freshwater Consumption Records: HSIIDC freshwater usage remains well within the approved limits, for the reference we have attached last 6 month HSIIDC Freshwater Bills, also current (06.02.25) meter reading (Photo with geographical). (*Annexure-6*)
- ii. Logbook for PETP Inlet Flowmeter: We are now maintaining the logbook for PETP inlet flowmeter in the required format. (*Annexure-1*)
- iii. Renewal of GEPIL Agreement: The renewal process has been initiated, and relevant documents are enclosed. (*Annexure-2*)
- iv. Fly Ash Disposal Records: We are maintaining proper records for fly ash generation and disposal. (*Annexure-3*)
- v. PETP Sludge Disposal: We have ensured that PETP sludge is given to GEPIL for disposal, as evident from logbook data. (*Annexure-4*)
- vi. Discharge Norms Compliance: Our PETP is fully compliant with notified discharge norms, as per attached analysis reports. (*Annexure-5*)

Our compliance with the recommendations and our response to the allegations should not be construed as an admission of any non-compliance or wrongdoing.

5. SOCIO-ECONOMIC IMPACT OF UNIT CLOSURE

Closure of our unit would have severe socio-economic consequences, including:

- Job losses for **hundreds of employees**, many of whom are sole earners for their families.
- Economic hardship for local suppliers, transporters, and small businesses dependent on our operations.
- Adverse effects on textile exports and compliance with client commitments.

We respectfully request the Hon'ble Board to consider the economic and livelihood aspects before taking any adverse action.

6. IN LIGHT OF THE ABOVE SUBMISSIONS, WE HUMBLY REQUEST:

1. **Withdrawal of the SCN**, as allegations of dilution and non-compliance are based on **incorrect assumptions and calculation errors**.

For DENIM CRAZE
Prop. Auth. Sign.

2. **Acceptance of our compliance measures**, including proper logbook maintenance and agreement renewal.
3. **Re-inspection opportunity** with independent verification to confirm our adherence to norms.

We reiterate our **commitment to environmental compliance** and assure continued adherence to all regulatory norms. We look forward to a fair and just resolution of the matter.

Thanking You.

For M/s Denim Craze

For DENIM CRAZE


Prop/ Auth. Sign.
(Authorized Signatory)

Enclosures:

1. **Annexure-1:** PETP Inlet Logbook Records (June 2024 – Dec 2024)
2. **Annexure-2:** Agreement Renewal Request with GEPIL
3. **Annexure-3:** Logbook for Fly Ash Generation & Disposal
4. **Annexure-4:** PETP Sludge Generation Records
5. **Annexure-5:** Third-party EPA-accredited Lab Reports
6. **Annexure-6:** HSIIDC Freshwater Bills, also current (06.02.25) meter reading (Photo with geographical)

ANNEXURE-1

Monthly Water Consumption (KLD)			DENIM CRAZE PLOT NO. 550 & 553													
Borwell			Boiler Use		Domestic use		Production		ETP				Production pcs			
on	off	KL (1000LTR)	Per Month	Per Days	Per Month	Per days	Per Month	Per days	Inlet	Outlet	dis.	Per day	monthly pcs	Per day pcs	Per pcs water con.	
Jun-24	115070	117810	2740	310	12	45	1.73	2385	91.73	28888	31189	2301	92	98960	3806	0.024
Jul-24	117810	120866	3056	312	12	50	1.92	2694	103.62	31189	33771	2582	103	88118	3389	0.031
Aug-24	120866	123821	2955	310	12	60	2.31	2585	99.42	33771	36262	2491	100	91488	3519	0.028
Sep-24	123821	126678	2857	305	12	48	1.85	2504	96.31	36262	38653	2391	96	84859	3264	0.030
Oct-24	126678	129557	2879	360	14	41	1.58	2478	95.31	38653	41058	2405	96	80068	3080	0.031
Nov-24	129557	132293	2736	315	12	52	2.00	2369	91.12	41058	43369	2311	92	91116	3504	0.026
Dec-24	132293	135252	2959	305	12	48	1.85	2606	100.23	43369	45867	2498	100	93380	3592	0.028

For DENR

[Handwritten Signature]
Prop./Auth. Sign.

(7)

Ref. No.: GEPIL/ 4100007887

Date: 25/01/2025

M/s. DENIM CRAZE
PLOT NO.550-553, HSIIDC PHASE-III BARHI SONIPAT,
SONIPAT- 131001,
Haryana

Kind Atten: Mr. Rajneesh Verma
Subject: Acknowledgment of Document sent by you

We would like to acknowledge the receipt of the following towards registration with treatment, storage & disposal facility at Pali, Faridabad, operated by Gujarat Enviro Protection & Infrastructure (Haryana) Pvt. Ltd. for your Hazardous Waste disposal.

- 1) Duly Filled Application Form
- 2) HSPCB HWM
- 3) GST Certificate
- 4) Pan Card
- 5) Process Flow Diagram
- 6) ETP Flow Diagram
- 7) Waste Data Sheet
- 8) Waste Sample 1 kg ETP Sludge

Cheque. No. 002571 of Date 29.01.2025 of 10,620/- towards Registration and Sample Testing fees of orle sample.

We would also like to bring the matter in your knowledge that we did not receive the following document:

1. Hems Receipt 2024-25

Therefore, you are requested to clear the pending as soon as possible to proceed.

For the next step of registration, **kindly note that the deposited payment will be valid only for 6 Month of issue this letter or 31st march (Current Financial Year), Whichever is earlier.**

Receiving of the above documents shall qualify for as the registered client of GEPIL.
The registration shall be complete only after execution of agreement.

For Gujarat Enviro Protection & Infrastructure (Haryana) Pvt. Ltd.

Authorised Signatory

For DENIM CRAZE

Prop./Auth. Sign.

Unit Location : Vill.- Pali, Near Pali - Mohabatabad
Stone Crusher Zone, Faridabad, HARYANA
Corresp. Off. : H.No. 2833, First floor, Block-J, Sainik Colony, Sec.- 49,
Faridabad - 121001, Haryana, INDIA Ph. : +91-9711890001
Website : www.hazwasteindia.com | www.luthraindia.com
E-mail : haryana@luthraindia.com **Toll Free No. :** 18001233040

Corporate Office : 252/2, G.I.D.C. Pandesara, Surat - 394221, Gujarat, India
Phone : +91 261 2890606-7-8 Fax : +91 261 2890600

Regd.Office : 370,SVP. Road, Shop 8, Plot-384, Cigaretwala Bldg,
Opp.CBI, Prathna Samaj, Nr. Harkishandas Hospital,
Mumbai - 400 004, Maharashtra.

ANNEXURE-3

BOILER LOG BOOK	Ash (kg)		
	ASH (PER MONTH)	per week	PER DAYS (AVG.)
DATE			
01 January 2025	2903	726	112
TOTAL	2903.00	726.00	112.00

For DENIM CRAZE
[Signature]
Prop./Auth. Sign.

ETP SLUGE (KG)				
DATE	QTY IN KG	STOCK IN KG	LEFT TO GEPIL	BALANCE IN KG
		645		645.00
01-01-2022	100	745		745.00
05-01-2022	140	885		885.00
				Manifest NO.
07-01-2022			825	
		60		60.00
09-01-2022	40	100		100.00
15-02-2022	80	180		180.00
05-03-2022	130	310		310.00
28-03-2022	80	390		390.00
14-04-2022	110	500		500.00
07-05-2022	90	590		590.00
28-05-2022	50	640		640.00
14-06-2022	95	735		735.00
08-07-2022	105	840		840.00
				Manifest NO.
26-07-2022			770	2676651
		70		
01-08-2022	50	120		120.00
12-08-2022	100	220		220.00
30-08-2022	50	270		270.00
15-09-2022	100	370		370.00
10-10-2022	100	470		470.00
25-10-2022	80	550		550.00
11-11-2022	110	660		660.00
25-11-2022	50	710		710.00
03-12-2022	100	810		810.00
12-12-2022	150	960		960.00
				Manifest NO.
15-12-2022			800	31637550
		160		160.00
17-01-2023	80	240		240.00
27-02-2023	60	300		300.00
11-03-2023	70	370		370.00
13-04-2023	80	450		450.00
04-05-2023	90	540		540.00
19-06-2023	60	600		600.00
28-07-2023	40	640		640.00
18-08-2023	80	720		720.00
15-09-2023	50	770		770.00
20-10-2023	55	825		825.00
10-11-2023	80	905		905.00
				Manifest NO.
18-11-2023			839	51535732
		66		66.00
15-12-2023	80	146		146.00
08-01-2024	60	206		206.00
28-02-2024	50	256		256.00
09-03-2024	45	301		301.00
11-04-2024	52	353		353.00
04-05-2024	72	425		425.00
12-06-2024	55	480		480.00
27-07-2024	51	531		531.00
22-08-2024	62	593		593.00
28-08-2024	45	638		638.00
23-10-2024	88	726		726.00
09-11-2024	42	768		768.00
14-12-2024	44	812		812.00

For DENIM CRAZE

Prop/Auth. SIGN: *[Signature]*



ASIA ENVIRO LAB

(An ISO 9001:2015, 14001:2015, 45001:2018, CPCB Govt. Approved Laboratory)

Job Description : Environmental Testing, Calibration of Equipments, ETP/STP Plant Operation Etc.

Branch Off. : 03, 1st Floor, Hotel SANAYA Complex, Sikka Colony, Delhi Road, Sonipat- 131001 (HR)

Ph. No. : 9992999998, 9996996689 Email : atservices2100@gmail.com, info@atservices.co.in

Test Report

Report No.: AEL/DC/22012025/WW/01 Reporting Date : 27/01/2025

Issued to: M/s Denim Craze Plot No.-550-553, HSIIDC, PH II, Barhi, District Gannaur, Sonipat, Haryana	Sample I'd : AEL/DC/220125/WW/01 Date : 22.01.2025 Period of testing : 22.01.2025 to 27.01.2025
--	---

SAMPLE PARTICULARS:	
Type of the Sample	Untreated Effluent Water Sample
Date of Sample Receiving	22.01.2025
Point of Sample Collection	From ETP Inlet
Sample Collected By	Customer
Purpose of Analysis	Monitoring

TEST RESULTS:				
Sr. No.	Parameters	Unit	Results	Test Protocol
1	pH	--	8.20	APHA 23 rd Ed. 4500 H B
2	Chemical Oxygen Demand(COD)	mg/l	896.0	APHA 23 rd Ed. P-5220 B
3	Bio-Chemical Oxygen Demand (BQD) at 27°C for 3 days	mg/l	352.0	IS-3025 (P-44)
4	Total Suspended Solids	mg/l	192.0	APHA 23 rd Ed. 4500 H B
5	Oil & Grease	mg/l	16.7	IS-3025 (P-39)
6	Total Dissolved Solids	mg/l	1526.0	APHA 23 rd Ed.,2540 C

Checked By

Authorized Signatory

Note: 1. The result listed refer only to the tested samples and applicable parameters.
 2. Sample will be destroyed one month from the date of issue of test certificate.
 3. Any complaints about this report should be communicated within 7 days of issue of this report
 4. The report is Not to be reproduced-wholly or in part and can Not be used as an evidence in the Court of law and should Not be used in any advertisting Media without our special permission in writing.

For DENIM CRAZE

Prop./Auth. Sign.

11

ANNEXURE-6

HSI IDC Industrial Estate, Barhi, District: Barhi, 131101

Phone: +91-130-2474756 Fax: +91-

E-mail: estate.barhi@hsiidc.org.in visit us at : <http://www.hsiidcesewa.org.in> CIN:U29199HR1967SGC034545

Water / Sewerage Bill.

Bill Date: 06/11/2024

Due Date: 22/11/2024

Bill Amount:

Amount payable after

due Date: 4521

Allottee Name.: MANTRA DYETEX PRIVATE LIMITED

(Amount in rupees)

Unique No.	Bill Number	District	Estate	Cluster	Phase	Sector	Plot No	Plot Size(sqm)
496850	Barhi/WBS/2024/JUL/544754	Sonipat	Barhi	Industrial Estate	II	-	553	1800

Bill Period		Meter Reading(Meter - Working)		Unit Consumed(KI)	Rate	Water Charges(a)*
From	To	New	Old			
01/02/2024	31/07/2024	773	634	139	11	3000

Sewerage Charges Water Closet(WC)/Urinal (URI) (b)			Waste Water Charges (WWC)(i)			WWC on a/c of water from Borewell(ii) (if any)	Booster Pump Penalty Charges(d)	Arrears If Any(e)	Credit Amt.(f)	Payable Total Amt. Before Due Date (g)	Surcharge (h)	Payable Total Amount After due date(i)	
No.	Rate(Per Month)	Amt.	Unit	Rate	Amt.								
WC(i)	3	15	270	97.3	9	876				(a+b+c+d+e-f)		(g+h)	
Urinal(ii)	2	5	60			0							
Total Sewerage Charges(g)			330	Total Waste Water Charges c=(i+ii)			876	0	0	0	4206	315	4521

Important Note: Notice in instruction are printed on reverse.

For and on behalf

i. Please Pay the bill online at www.hsiidcesewa.org.in

ii. Kindly make timely payments to avoid disconnection.

iii. Cash payment will not be accepted.

iv. Flat rate charges shall be levied if the meter remains out of order for more than two months.

Authorized Signatory

Report Date: Thu Feb 06 20:00:40

15

HSIIDC Industrial Estate, , Barhi, District: Barhi, 131101

Phone: +91-130-2474756 Fax: +91--

E-mail: estate.barhi@hsiidc.org.in visit us at : http://www.hsiidcesewa.org.in CIN:U29199HR1967SGC034545

Water / Sewerage Bill

Bill Date: 27/02/2024

Due Date: 13/03/2024

Bill Amount:

Amount payable after
due Date: 7241

Allottee Name.: MANTRA DYETEX PRIVATE LIMITED

(Amount in rupees)

Unique No.	Bill Number	District	Estate	Cluster	Phase	Sector	Plot No	Plot Size(sq.m)
447517	Barhi/WBS/2024/JAN/486263	Sonipat	Barhi	Industrial Estate	II	-	553	1800

Bill Period		Meter Reading(Meter - Working)		Unit Consumed(Kl)	Rate	Water Charges(a)*
From	To	New	Old			
01/06/2023	31/01/2024	634	600	34	11	4000

Sewerage Charges Water Closet(WC)/Urinal (URI) (b)			Waste Water Charges (WWC)(i)			WWC on a/c of water from Borewell(ii) (if any)	Booster Pump Penalty Charges(d)	Arrears If Any(e)	Credit Amt.(f)	Payable Total Amt. Before Due Date (g)	Surcharge (h)	Payable Total Amount After due date(i)
No.	Rate(Per Month)	Amt.	Unit	Rate	Amt.							
WC(i)	3	₹ 5	360	23.8	9	800				(a+b+c+d+e-f)		(g+h)
Urinal(ii)	2	5	80			0						
Total Sewerage Charges(g)			440	Total Waste Water Charges c=(i+ii)		800	0	1343	0	6583	658	7241

Important Note: Notice in instruction are printed on reverse.

i. Please Pay the bill online at www.hsiidcesewa.org.in

ii. Kindly make timely payments to avoid disconnection.

iii. Cash payment will not be accepted.

iv. Flat rate charges shall be levied if the meter remains out of order for more than two months.

For and on behalf

Report Date: Tue Feb 27 15:14:22

Authorized Signatory

13

HSIIDC Industrial Estate, Barhi, District: Barhi, 131101

Phone: +91-130-2474756 Fax: +91--

E-mail: estate.barhi@hsiidc.org.in visit us at : <http://www.hsiidcesewa.org.in> CIN:U29199HR19675GC034545

Water / Sewerage Bill

Bill Date: 06/11/2024

Due Date: 22/11/2024

Bill Amount:

Amount payable after due date: 4257

(Amount in rupees)

Allottee Name: Rajneesh Verma

Unique No.	Bill Number	District	Estate	Cluster	Phase	Sector	Plot No	Plot Size (sqm)
496846	Barhi/WBS/2024/JUL/544752	Sonipat	Barhi	Industrial Estate	II	-	550	1614

Bill Period		Meter Reading(Meter - Working)		Unit Consumed(Kl)	Rate	Water Charges(a)*
From	To	New	Old			
01/02/2024	31/07/2024	66	66	0	11	360

Sewerage Charges Water Closet(WC)/Urinal (UR) (b)			Waste Water Charges (WWC)(i)			WWC on a/c of water from Borewell(ii) (if any)	Booster Pump Penalty Charges(d)	Arrears if Any(e)	Credit Amt.(f)	Payable Total Amt. Before Due Date (g)	Surcharge (h)	Payable Total Amount After due date(i)	
No.	Rate(Per Month)	Amt.	Unit	Rate	Amt.								
WC(i)	3	15	270	0	9	600				(a+b+c+d+e+f)		(g+h)	
Urinal(ii)	3	5	90			0							
Total Sewerage Charges(g)			360	Total Waste Water Charges c=(i+ii)			600	0	0	0	3960	257	4257

Important Note: Notice in instruction are printed on reverse

i. Please Pay the bill online at www.hsiidcesewa.org.in

ii. Kindly make timely payments to avoid disconnection.

iii. Cash payment will not be accepted.

iv. Flat rate charges shall be levied if the meter remains out of order for more than two months.

For and on behalf

Report Date: Thu Nov 07 09:19:02

Signature

15

HSI IDC Industrial Estate, , Barhi, District: Barhi, 131101

Phone: +91-130-2474756 Fax: +91--

E-mail: estate.barhi@hsiidc.org.in visit us at : http://www.hsiidcesewa.org.in CIN:U29199HR1967SGC034545

Water / Sewerage Bill

Bill Date: 27/02/2024

Due Date: 13/03/2024

Bill Amount:

Amount payable after

due Date: 7296

(Amount in rupees)

Allottee Name.: Rajneesh Verma

Unique No.	Bill Number	District	Estate	Cluster	Phase	Sector	Plot No	Plot Size(sq.m)
447513	Barhi/WBS/2024/JAN/486259	Sonipat	Barhi	Industrial Estate	II	-	550	1800

Bill Period		Meter Reading(Meter - Working)		Unit Consumed(Kl)	Rate	Water Charges(a)*
From	To	New	Old			
01/06/2023	31/01/2024	66	66	0	11	4000

Sewerage Charges Water Closet(WC)/Urinal (URI) (b)				Waste Water Charges (WWC)(i)			WWC on a/c of water from Borewell(ii) (if any)	Booster Pump Penalty Charges(d)	Arrears If Any(e)	Credit Amt.(f)	Payable Total Amt. Before Due Date (g)	Surcharge (h)	Payable Total Amount After due date(i)
No.	Rate(Per Month)	Amt.	Unit	Rate	Amt.								
WC(i)	3	15	360	0	9	800	0				(a+b+c+d+e-f)		(g+h)
Urinal(ii)	3	5	120										
Total Sewerage Charges(g)			480	Total Waste Water Charges c=(i+ii)			800	0	1353	0	6633	663	7296

Important Note: Notice in instruction are printed on reverse.

1. Please Pay the bill online at www.hsiidcesewa.org.in

2. Kindly make timely payments to avoid disconnection.

3. Cash payment will not be accepted.

4. Flat rate charges shall be levied if the meter remains out of order for more than two months.

For and on behalf

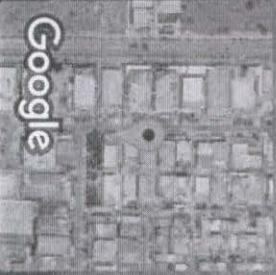
Authorized Signatory

Report Date: Tue Feb 27 15:14:22

4) This late fee will be applicable post due date as per company policies.

Generated on 12-Mar-24 02:18:28 PM

15

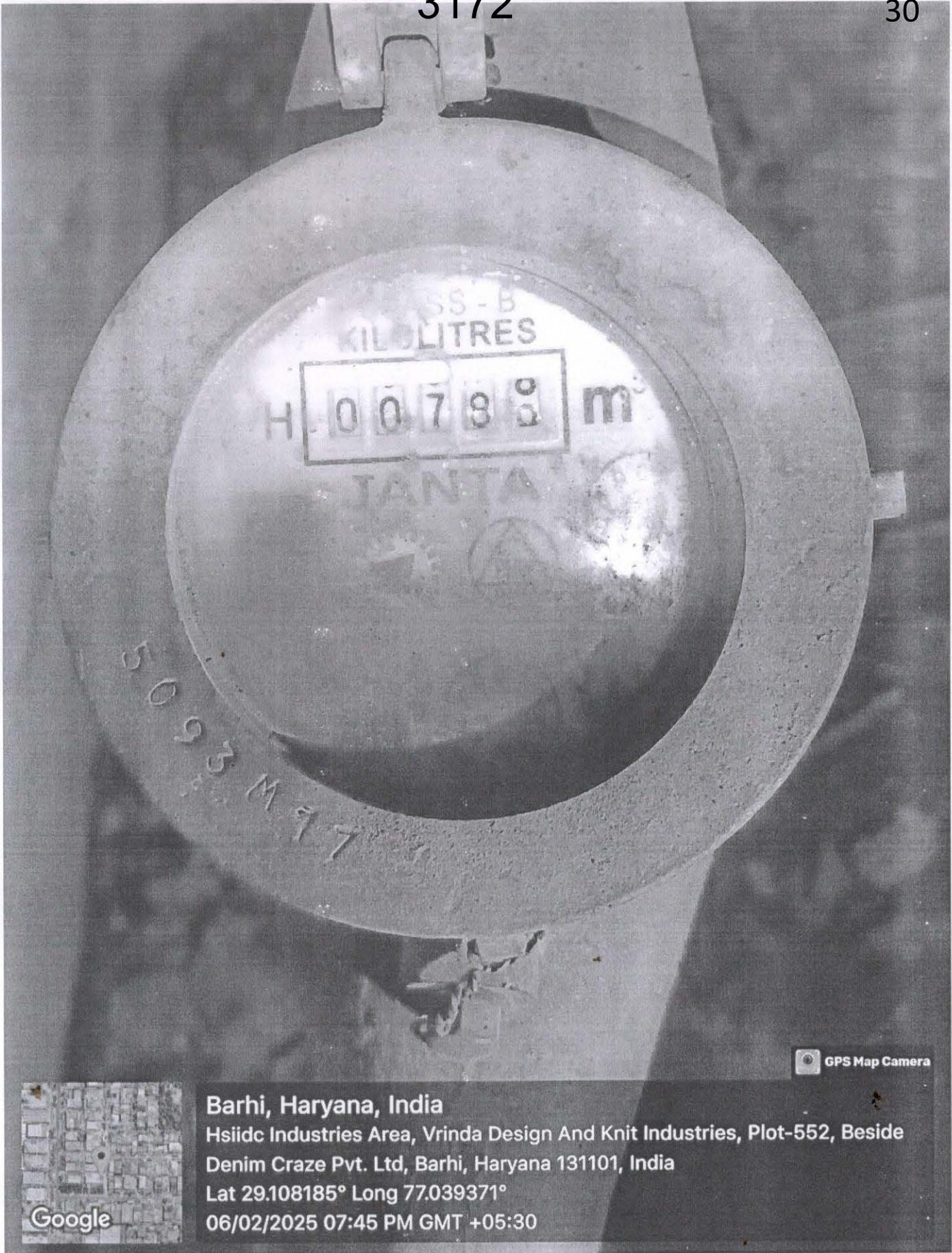


Barhi, Haryana, India

Hsilidc Industries Area, Vrinda Design And Knit Industries, Plot-552,
Beside Denim Craze Pvt. Ltd, Barhi, Haryana 131101, India
Lat 29.108165° Long 77.03822°
06/02/2025 07:41 PM GMT +05:30



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Barhi, Haryana, India
 Hsiidc Industries Area, Vrinda Design And Knit Industries, Plot-552, Beside
 Denim Craze Pvt. Ltd, Barhi, Haryana 131101, India
 Lat 29.108185° Long 77.039371°
 06/02/2025 07:45 PM GMT +05:30

17



हरियाणा HARYANA

Y 887767

THIS Agreement is made at Faridabad on this 28th day March 2025.

BY AND BETWEEN

Gujarat Enviro Protection and Infrastructure (Haryana) Pvt. Ltd., a company incorporated and registered under the provisions of the Companies Act, 2013 and having its registered office at 370, S V P Road, Shop 8, Plot 384, Cigaretwala Bldg. Opp. CBI Prathna Samaj, Nr. Harkishandas Hospital, Mumbai (Maharashtra) (hereinafter referred to as GEPIL (Haryana) which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors, representatives and permitted assignees etc.) of the FIRST PART

AND

M/s. Denim Craze which is a Company / Partnership Firm / Proprietary Concern duly incorporated under the provisions of Solihpet located at Plot No. 550-553, HSIDE Phase - III, Berlin and having its registered office at Solihpet (hereinafter referred to as The Client which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors, representatives and permitted assignees etc.) of the SECOND PART.

Recitals

WHEREAS Haryana Environmental Management Society (HEMS), a society registered under the Societies Registration Act, 1860 having its registered office at SCO 45, 1st floor, Sector -31, HUDA Market, Gurgaon, Haryana acting as a nodal agency of the Government of Haryana has awarded the work to a Consortium of Members led by Gujarat Enviro Protection & Infrastructure Ltd. (GEPIL) for development and operation of a Hazardous Waste Management Facility (HWM Facility) at Village Pali, Near Pali-Mohabatabad Stone Crusher Zone, Faridabad, Haryana on the leasehold land as per Lease Agreement executed between HEMS and Municipal Corporation, Faridabad (MCF) on 19th April 2005.

For Gujarat Enviro Protection And
Infrastructure (Haryana) Pvt. Ltd.

For DENIM CRAZE

SIGNED & STAMP for & on Behalf of GEPIL (Haryana)

SIGNED & STAMP for & on behalf of Client

Authorised Signatory

Prop/ Auth. Signatory

AND WHEREAS the Consortium of Members led by GEPIL have formed a Special Purpose Vehicle ("SPV") called Gujarat Enviro Protection & Infrastructure (Haryana) Pvt. Ltd. (GEPIL (Haryana)) to develop, operate and maintain the said Hazardous Waste Management Facility at Village Pali, Near Pali Mohabatabad Stone Crusher Zone, Faridabad, Haryana through an Agreement executed between HEMS, GEPIL (Haryana) and GEPIL, Surat on 30th June 2005.

AND WHEREAS the Party of the First Part is inter alia engaged in the business activities of development, operations and maintenance of infrastructure projects for hazardous waste management as specified in Hazardous Waste (Management and Handling) Rules, 1989 as amended in 2000, 2003, 2008 and now Hazardous Waste (Management, Handling and Transboundary Movement) Rules, 2016 and subsequent amendments (hereinafter referred to as "The Rules") and has been given authorization by Haryana State Pollution Control Board (HSPCB) to set up an Integrated Common Hazardous Waste Treatment, Storage & Disposal Facility (TSDF) at Pali, Near Pali Mohabatabad Stone Crusher Zone, Faridabad, Haryana.

AND WHEREAS the Party of the Second Part is generating hazardous waste and has approached the Party of the First Part for managing and disposing off its Hazardous Waste as per applicable rules since the Party of the First Part has set up the said facility at Pali, Near Pali Mohabatabad Stone Crusher Zone, Faridabad, Haryana.

AND WHEREAS the Party of the First Part has agreed to accept Hazardous Waste generated by the Party of the Second Part for collection, transportation, storage, treatment and disposal on the mutually agreed terms and conditions stated hereunder.

THIS DEED THEREFORE WITNESSES AS FOLLOWS:

1. **DEFINITIONS AND INTERPRETATIONS**

- 1.1 "TIME" shall be stated in Hours and shall mean Indian Standard Time.
- 1.2 "DAY" means a period of twelve (12) consecutive hours beginning at 08.00 hours and ending at 20.00 hours.
- 1.3 "WEEK" means a period of seven (7) consecutive days beginning from a day.
- 1.4 "MONTH" means a period beginning at 08.00 hours on the first day of Calendar Month and ending at 08.00 hours on the first day of succeeding Calendar Month.
- 1.5 "YEAR" means a period of three hundred and sixty five (365) consecutive days or three hundred and sixty six (366) consecutive days when such period includes a twenty ninth (29th) day of February beginning at 08.00 hours from a day.
- 1.6 "FINANCIAL YEAR" means a period of three hundred and sixty five (365) consecutive days or three hundred and sixty six (366) consecutive days when such period includes a twenty ninth (29th) day of February beginning at 08.00 hours from a day. It starts from 1st day of April month of the year and ends on 31st day of March month of next year.
- 1.7 "ACTIVE TERM" means the term during which GEPIL (Haryana) shall receive, transport, store, treat, recycle, recover and dispose of the hazardous waste at the TSDF site as per authorization granted by the HSPCB.

For Gujarat Enviro Protection & Infrastructure (Haryana) Pvt. Ltd.

For DENIM GRAZE

Prop./Auth. Signatory 2

SIGNED for & on Behalf of GEPIL (Haryana)

SIGNED for & on behalf of Client

- 1.8 "FORCE MAJEURE" means any event or circumstance or combination of events or circumstances beyond the reasonable control of either party (the "Affected Party") and such event or circumstance cannot by exercise of reasonable diligence be prevented or cause to be prevented; cannot, despite the adoption of reasonable precautions or alternative measures (where sufficient time to adopt such precautions or alternative measures before the occurrence of such event or circumstance is available) be prevented; and which materially and adversely affects such party's performance of its duties and obligations under this Agreement.
- 1.9 The headings of or title to the Clauses in this Agreement shall not be deemed to be a part thereof or be taken into consideration in the interpretation or construction thereof.
- 1.10 Words imparting the singular only also include the plural and vice versa where the context so requires.
- 1.11 "TSDF" means Treatment, Storage & Disposal Facility operated by GEPIL (Haryana) located at Village Pali, Near Pali Mohabatabad Stone Crusher Zone, Faridabad, Haryana
- 1.12 HSPCB means Haryana State Pollution Control Board, CPCB means Central Pollution Control Board and MoEF means Ministry of Environment and Forests.
- 1.13 "Client" means a Company / Partnership Firm / Proprietary Concern / Co-operative Society, AOP etc which generates hazardous wastes as defined in the Hazardous Waste (Management & Handling Rules)1989 as amended in 2000, 2003, 2008 and now Hazardous Waste (Management, Handling and Transboundary Movement) Rules, 2016 and subsequent amendments.

2. PERIOD OF AGREEMENT

- 2.1 The present Agreement shall remain in force for the Active Term or Five years from date of 16th April 2024. Agreement whichever is earlier unless terminated earlier due to any of the reasons mentioned in this Agreement.
- 2.2 GEPIL (Haryana) will issue a Registration Certificate valid for 5 years effective from 16th April 2024. The registration shall need to be renewed including execution of fresh Agreement by the Client at least three months before the expiry of the current Agreement.

3. TERMINATION OF AGREEMENT

- 3.1 Both the Parties hereto agree that the present Agreement shall automatically come to an end in any of the following eventualities:
- On expiry of Authorization granted to the Client and the same having not been renewed by the Client or of the same having not been granted by Haryana State Pollution Control Board (HSPCB).
 - On expiry of HEMS membership and the same having not been renewed by the Client or of the same having not been granted by HEMS.
- 3.2 This AGREEMENT can be terminated by the Client after giving a written Notice of at least 30 days to the other party. The provision relating to minimum charges shall be applicable, during the notice period in accordance with Clause 10.2.

For Gujarat Enviro Protection And
Infrastructure (Haryana) Pvt. Ltd.

SIGNED for & on Behalf of GEPIL (Haryana)

Authorised Signatory

For DENIM CRAZE

Prop./ Auth. Signatory
SIGNED for & on behalf of Client

- 3.3 Both the Parties hereto further agree that in case of the present Agreement coming to an end owing to any of the aforesaid eventualities, it will be the sole responsibility of the Client to handle, treat and dispose off its Hazardous Waste in accordance with the relevant provisions of law.

4. **REGISTRATION**

- 4.1 The Client shall pay non refundable charges of ₹ 1000=00 (Rupees One Thousand Only) towards Registration every five years.
- 4.2 The Client shall pay non refundable charges of ₹ 8000=00 (Rupees Eight Thousand Only) towards Finger Printing Analysis of the waste to be conducted by GEPIL (Haryana) for waste characterization in every five years.
- 4.3 After having registered, if the registration is terminated within the validity period of the present Agreement because of any reason stated in this Agreement, then in that event, the registration can be revived on payment of non-refundable re-registration charges of ₹ 500/- (Rupees Five hundred only). Such re-registration shall be valid till the expiry of the last Registration Certificate.
- 4.4 The registration under this Agreement is not transferable in any manner whatsoever.

5. **TREATMENT & DISPOSAL CHARGES**

- 5.1 The Treatment and Disposal charges for various types of hazardous wastes are mentioned in Schedule I to this Agreement. The Treatment & Disposal Charges applicable under this Agreement for different types of wastes generated by the Client are as follows:

Sr. No.	Type of Wastes	Treatment and Disposal Charges (₹ Per MT)	Quantity (In MT)
1	ETP Sludge	22,833/-	6.00
2			
3			
4			
5			
6			
7			

(Attach sheets in case of more types of wastes)

- 5.2 GEPIL (Haryana) shall charge the Client towards treatment & disposal on the basis of weighment to be done at the TSDF site. If the Weigh Bridge at the site is not working, it will be weighed at an outside Weigh Bridge approved by GEPIL (Haryana).
- 5.3 The rates specified in Schedule I to this Agreement are based on general characteristics of the specified type of waste. In case any waste of the Client that

For Gujarat Enviro Protection And
Infrastructure (Haryana) Pvt. Ltd.

For DENIM CRAZE 4

SIGNED for & on Behalf of GEPIL (Haryana)
Authorised Signatory

SIGNED for & on behalf of Client

either does not fall under the mentioned categories or requires special type of treatment before or after disposal, the Client agrees to pay the rates for the same which shall be fixed on case to case basis depending upon the characteristics of the waste & treatment required in consultation with HEMS.

6. TRANSPORTATION CHARGES

- 6.1 The Client has requested GEPIL (Haryana) to provide NIL numbers of storage containers of NA capacity each to avoid frequent transportation. GEPIL (Haryana) has agreed to provide the said containers in consideration of which the client has agreed to pay ₹. NA (Rupees NA) as interest free security deposit to GEPIL (Haryana). The Client shall be responsible for the security and upkeep of as well as any damage caused to the container while it is lying at the premises of the Client.
- 6.2 M/s. GEPIL (Haryana) shall provide the fleet of waste transport vehicles of different capacities duly authorized by HSPCB. As per the requirements of the Client, lowest capacity vehicle for transporting its Hazardous Waste on full vehicle load or More than the vehicle capacity ,basis to the TSDF Site shall be sent by GEPIL (Haryana) at the cost of the Client.
- 6.3 The Transportation Charges for transportation of waste from location of Client to the TSDF site are mentioned in Schedule II to this Agreement.
- 6.4 The Transportation Charges applicable under this Agreement at the current rates, excluding taxes, are ₹. (AS PER SCHEDULE -2) per km per MT Taxes, as applicable, are payable extra.

7. REVISION OF CHARGES

- 7.1 The Client covenants that various notified charges like Treatment & Disposal Charges, Transportation Charges etc and any other unforeseen charges under this Agreement for its Hazardous Waste shall be subject to revision and inclusion during the currency of this Agreement in consultation with HEMS, as and when such revision is called for due to any reason whatsoever. GEPIL (Haryana) shall inform the Client about such revisions in advance through a separate letter.
- 7.2 All Government, municipal, panchayat taxes, duties, levies, octroi, tolls, service tax etc., as applicable from time to time, related to transportation, treatment, storage, disposal and other services rendered under this Agreement shall be borne by the Client. In case the same are paid by GEPIL (Haryana), the Client shall reimburse the amount thereof to GEPIL (Haryana).
- 7.3 Service Tax or any other existing taxes as applicable presently on services related to disposal of hazardous waste have to be paid by the client.
- 7.4 All disposal charges are subject to annual upward revision effective From 1st April Every year at the rate of 4%.

8. OBLIGATIONS OF THE CLIENT

- 8.1 While entering into the present Agreement with GEPIL (Haryana), the Client shall submit the categories of Hazardous Waste along with the quantity and its desire to dispose off the same by GEPIL (Haryana). The said categories of Hazardous Waste shall be as per the parameters specified in the Schedules of Hazardous Waste (Management, Handling & Transboundary Movement) Rules 2016, as amended from time to time.

For Gujarat Enviro Protection And
Infrastructure (Haryana) Pvt. Ltd.

For DENIM CRAZE

Prop. / Auth. Signatory

SIGNED for & on Behalf of GEPIL (Haryana)

SIGNED for & on behalf of Client

Authorised Signatory

- 8.2 The Client shall get the Authorization from HSPCB permitting the Client to send its Hazardous Waste to the TSDF Site for treatment and disposal and that it shall be the responsibility of the Client to get the same renewed from time to time, failing which GEPIL (Haryana) reserves its right to repudiate the present Agreement under intimation to HSPCB and HEMS.
- 8.3 The Client shall make all the proper, necessary and adequate arrangement for keeping production records and the Hazardous Waste generated from these processes. The Client shall provide relevant and correct information with respect to process, waste quantity and characteristics (physical & chemical), nature and toxicity of waste as and when asked for by GEPIL (Haryana). This information may be forwarded to HSPCB / CPCB / MoEF/ any other Statutory Authority, if asked for.
- 8.4 The Client shall be required to maintain the record of Hazardous Wastes generated, stored and sent for treatment and disposal to GEPIL (Haryana). The records so maintained shall be subject to cross check and physical verification by authorized representative of GEPIL (Haryana) through visit to Client's premises.
- 8.5 GEPIL (Haryana) reserves right to reject collection of the hazardous waste spilled over the ground and containers whose exteriors are soiled by spillages. The Client shall locate the storage facility in such a way so that the same shall be accessible to the waste transport vehicles of GEPIL (Haryana).

8.6 **Dispatch and Detention of Transport Vehicle**

- i. The Client is required to intimate GEPIL (Haryana) when it has minimum one vehicle load of waste to be lifted, through letter / Fax / Email to send waste transport vehicle at least five days in advance from the date of collection.
 - ii. On arrival of the same at the Client's site, the Client shall be responsible for loading its Hazardous Waste into the said waste transport vehicle within three hours of arrival at the Client's site counting from the time of reporting at the security gate of the Client.
 - iii. If the detention of the said waste transport vehicle at the Client's site exceeds the time limits stipulated in Schedule II to this Agreement, there shall be levied detention charges at the rates as mentioned in Schedule II to this Agreement. The Client may detain the vehicle for a maximum of six hours including time stipulated for loading.
 - iv. In case, for any reason, including detention for more than six hours, the vehicle is sent back to GEPIL (Haryana) without giving the waste even after having been requisitioned by the Client, the Client shall pay the transportation charges for the full capacity load of the vehicle.
- 8.7 Before the Hazardous Waste is loaded into the waste transport vehicle and dispatched to TSDF site, the Client shall ensure that the said waste is packed in a manner suitable for transportation and that the said packed waste withstands physical and climatic conditions and does not result in any kind of leakage, spillage and accident etc causing adverse impact on health and environment.

For Gujarat Enviro Protection And
Infrastructure (Haryana) Pvt. Ltd.


Authorized Signatory

SIGNED for & on Behalf of GEPIL (Haryana)

For DENIM CRAZE


Prop. / Auth. Signatory 6

SIGNED for & on behalf of Client

8.8 If and when an accident occurs while loading Hazardous Waste at the Client's site, the Client shall immediately report the same to HSPCB and other authorities as per the Rules and also to GEPIL (Haryana).

8.9 **Rejection of Waste**

- i. The Client agrees to maintain waste characteristics close to Finger Print Analysis Report of the waste (attached as Schedule III to this Agreement). In case of variation of over 5% in waste characteristics mentioned in the said Schedule, the Client covenants to pay the revised treatment and disposal charges determined for its specific waste type and characteristics failing which the Client shall accept the hazardous waste back at its own cost in accordance with Clause 8.9 (ii) and 8.9 (iii).
 - ii. The Client shall be required to accept Hazardous Waste back and bear the cost of return transportation of full vehicle load, if the same is rejected by GEPIL (Haryana) due to any of the following reasons:
 - a) The variation in waste characteristics is beyond 5%.
 - b) The wastes contain unacceptable wastes types as listed under Clause 9.2.
 - iii. If the Client fails to do so within 2 days of reporting the matter, its registration will be terminated with intimation to HEMS. In the event of waste rejection, the Client shall be totally responsible and liable for any consequence arising thereof and GEPIL (Haryana) reserves all rights to take any suitable actions under the law.
- 8.10 During wet period of monsoon season, Hazardous Waste may not be accepted at the TSDF Site. During this period Client is required to make a provision to store its Hazardous Waste for a minimum period of four months, as per the requirement of HSPCB.
- 8.11 GEPIL (Haryana) may request the Client, under intimation to HEMS, to provide any additional information, as may be required, for treatment and disposal of waste or as asked for by HSPCB / CPCB / MOEF / any other Statutory Authority. The Client shall send the said information to GEPIL (Haryana) at least two days before the scheduled time, if specified by the information seeking authority else within two weeks time.
- 8.12 The Client shall comply with the provisions of Environment (Protection) Act, 1986 and the Rules as amended from time to time as also with the conditions of the present Agreement and that any breach committed thereof shall render the Client not eligible for disposing of its Hazardous Waste in TSDF site.
- 8.13 The Client shall not claim any right, interest or privilege in or in relation / connection with Hazardous Waste accepted at the TSDF site.
- 8.14 In case of any change in constitution of firm or company or proprietary concern, company name, products or quality and/or production rate of products or waste quantity or characteristics, the Client shall intimate GEPIL (Haryana) by written notification by registered letter / speed post / courier prior to proposed date of change and get its waste Finger Printing Analysis done again, where ever required, in accordance with Clause 4.2.

For Gujarat Enviro Protection And
Infrastructure (Haryana) Pvt. Ltd.

SIGNED for & on Behalf of GEPIL (Haryana)

For DENIM CRAZE

Prop. & Auth. Signatory

SIGNED for & on behalf of Client

9. QUALITY

- 9.1 The Client hereby covenants to ensure that its Hazardous Waste shall, under all circumstances, conform to the norms specified by HSPCB and as prescribed under the provisions of law for the time being in force.
- 9.2 The Client agrees not to send the following type of wastes which could be detrimental to the environment, safety of the facility and to the persons handling it in any manner:-
- i. Wastes containing explosive substances (An explosive substance is a solid or liquid substance (or mixture of substances) which is, in itself, capable by chemical reaction of producing gas at such a temperature and pressure and at such a speed as to cause damage to the surroundings.)
 - ii. Waste which has an obnoxious odour.
 - iii. Waste which is flammable (Flash point below 65°C)
 - iv. Waste which contains shock sensitive substances (Shock sensitive refers to the susceptibility of a chemical or substance to rapidly decompose or explode when struck, vibrated or otherwise agitated.)
 - v. Waste which contains volatile substance of significant toxicity.
 - vi. Wastes containing Radio active substances

10. QUANTITY

- 10.1 Subject to the conditions mentioned under Clause 3.2, the Client agrees to send on firm basis to GEPIL (Haryana), its own Hazardous Waste subject to maximum of ----- MT per day and **6.00** MT per annum, which will be called the Contracted Quantity.
- 10.2 If the Client wants to send the requisite Hazardous Waste less than 90% of the aforesaid Contracted Quantity, than in that event, the Client can request GEPIL (Haryana), along with necessary justifications, for change in its Contracted Quantity twice in a year by providing at-least three months notice. The client shall still be liable to pay to GEPIL (Haryana) for the Minimum Quantity i.e. 90% of the Contracted Quantity till the expiry of three months notice period. The receipt of waste shall be monitored by GEPIL (Haryana) on quarterly basis and charges for deficit, if any shall be billed accordingly. In case of Force Majeure conditions at the Client's premises leading to reduction in annual waste generation, the liability to pay for minimum quantity shall be waived for the period of Force Majeure.
- 10.3 If the Client exceeds the annual Contracted Quantity of Hazardous Waste for disposal, then in that event Client covenants to increase the security deposit accordingly as per Clause No. 11.1.

11. BILLING AND PAYMENT OF CHARGES

- 11.1 The Client has already made the payment of interest free Security Deposit of

₹ 61,740/-
For Gujarat Enviro Protection And
Infrastructure (Haryana) Pvt. Ltd.

(Rupees Sixty one thousand
For DENIM CRAZE

SIGNED for & on Behalf of GEPIL (Haryana)

Authorised Signatory

SIGNED for & on behalf of Client

Prop./Auth. Signatory

Seven hundred forty. Only) equivalent to Treatment & Disposal Charges of its Hazardous Waste for two months of Contracted Quantity that shall always be maintained at a value twice or more than the Transportation, Treatment & Disposal Charges for one vehicle load waste. The said amount of interest free Security Deposit will be refunded only on the termination of this Agreement after adjusting other / pending claims of GEPIL (Haryana) against the Client, if any.

- 11.2 In case of insufficient balance (Security Deposit) in the Client's account, GEPIL (Haryana) shall not send the waste collection vehicle.
- 11.3 GEPIL (Haryana) shall raise the bill against each waste disposal consignment (towards Transportation, Treatment & Disposal Charges) within three days of receipt of the waste at the TSDF Site. The client shall pay the bill within 30 days from the date of issue of bill.
- 11.4 The Client shall, upon receipt of the bill from GEPIL (Haryana), make full payment on or before the due date mentioned in the bill. In case of delayed payment by the Client, interest at the rate of 15% per annum shall be charged by GEPIL (Haryana) on delayed payments. .
- 11.5 In case of default / dishonor in payment, GEPIL (Haryana) shall give seven days notice to Client, with information to HEMS, for settlement of outstanding dues by effecting the payment through DD/pay order along with interest else the Registration of Client shall be cancelled.
- 11.6 In the event of cancellation of Registration due to reasons mentioned under Clause 11.5, the client can re-register upon payment of balance dues along with interest through DD / Pay order apart from non-refundable re-registration charges in accordance with Clause 4.3.

12. **DEFAULT**

- 12.1 If the Client fails and /or defaults in the discharge of any of his obligation under the present Agreement, the GEPIL (Haryana) after serving seven days notice shall have discretion to (i) cancel the Client's Registration & refuse to accept Hazardous Waste of the Client for disposal, and (ii) notify to HEMS and HSPCB the name of the Client informing about such default.
- 12.2 In the event of Client committing any breach/violation of any condition of the present Agreement or any provision of Law / Act / Rules for the time being in force, GEPIL (Haryana) reserves its right to suspend / cancel the registration for such period as it deems fit with information to HEMS.
- 12.3 Where an offence under the Environment (Protection) Act 1986 or under the Rules framed thereunder, has been committed by the Client or is attributed to any negligence on the part of the Client which shall include its Director, Partner, Proprietor, Manager, Secretary, Officer etc. and if such Client is guilty of the offence or is liable to be prosecuted against and punished accordingly, no suit, prosecution or legal proceeding (s) shall lie against GEPIL (Haryana) for the offence committed by the Client .
- 12.4 GEPIL (Haryana) reserves its right to issue a show cause notice to the Client, with information to HEMS, if it is of the opinion that the Client has contravened the provisions of the present Agreement, requesting the Client to remedy the

For Gujarat Enviro Protection And
Infrastructure (Haryana) Pvt. Ltd.

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For DENIM CRAZE

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SIGNED for & on behalf of Client

contravention within 15 days time. The said notice served shall specify the measures to be taken by the Client in remedying the said contravention.

13. INDEMNITIES

- 13.1 The Client shall be deemed to be in exclusive possession and control of the said Hazardous Waste and shall be fully liable and responsible for its arrangement, appurtenances and properties before completely loaded waste transport vehicle of GEPIL (Haryana) leaves the Client's premises.
- 13.2 Accordingly the Client hereby covenants and agrees to fully protect, indemnify and hold GEPIL (Haryana), its employees, agents and successors and assignees harmless against any and all claims, demands, action, suits, proceedings and judgment and any and all liabilities, costs, expenses, damages or losses arising out of or resulting from or incidental to or in connection therewith, which may be made out against successors and assignees or by third parties on account of damages or injury to property or persons or loss of life resulting from or arising out of the installation, presence, maintenance or operation or the intake arrangements, appurtenances and properties of the Client .
- 13.3 It is also agreed by and between the Parties hereto that GEPIL (Haryana) is not and shall not be liable in any manner whatsoever due to any negligence and for any reason or otherwise of the Client, in disposing its Hazardous Waste at the factory site of the Client or at any other place.
- 13.4 Accordingly the GEPIL (Haryana) hereby covenants and agrees to fully protect, indemnify and hold Client, its employees, agents and successors and assignees harmless against any and all claims, demands, action, suits, proceedings and judgment and any and all liabilities, costs, expenses, damages or losses arising out of or resulting from or incidental to or in connection therewith, which may be made out against successors and assignees or by third parties on account of damages or injury to property or persons or loss of life resulting from or arising out of the breach of any terms and condition/ obligation of GEPIL (Haryana), as envisaged in this agreement.

14. FORCE MAJEURE

- 14.1 In case of any Force Majeure event at the site of the Client, GEPIL (Haryana) shall not be saddled with any liability contingent or otherwise but in that case, it shall be the sole liability of the Client.
- 14.2 In case of any environmental risk arising during the performance of this Agreement at the TSDF site either due to Force Majeure event or due to circumstances beyond the reasonable control of the parties hereto, neither of the parties shall be liable for the consequences arising there from.
- 14.3 Both the parties hereto agree that due to change in any laws related to waste disposal mechanism / criteria or due to any directive of any Court or Authority, if GEPIL (Haryana) is to incur any additional financial burden consequent upon any alteration and / or modification in respect of land-filled waste, then, in that case the Client shall be liable to contribute for the same in proportion to its disposal of Hazardous Waste quantity in TSDF site. The actual burden shall be determined in

consultation with HEMS
For GEPIL (Haryana) Pvt. Ltd.
Infrastructure (Haryana) Pvt. Ltd.

SIGNED for & on Behalf of GEPIL (Haryana)

Authorised Signatory

For DENIM CRAZE

SIGNED for & on behalf of Client

- 14.4 Both the parties hereto agree that in any event of there being order in form of any injunction, stay or otherwise from any Court, HSPCB or any other Authority stopping the functioning of the Site or otherwise whereby GEPIL (Haryana) becomes unable to accept Hazardous Waste of the Client, GEPIL (Haryana) shall not be responsible or made responsible and / or be liable in any manner in that regard and that in such an eventuality, it shall be the responsibility of the Client to get the needful done in respect of disposal of its Hazardous Waste.

15. PREVIOUS CORRESPONDANCE

- 15.1 Save and except all discussions and meetings held and correspondence exchanged between GEPIL (Haryana) and the Client in respect of this Agreement and any decisions arrived at therein in the past and before coming into force of the present Agreement, no reference of such discussions with the Client for interpreting the present Agreement or otherwise shall be made. Whereas, Waste Data Sheet and Application Form, will be treated as part of this Agreement.

16. ARBITRATION

- 16.1 In case of any dispute or difference of opinion that may arise out of the present Agreement, the matter shall be settled by the parties by mutual negotiations to be concluded within 45 days from the date of intimation of existence of dispute or difference of opinion, as the case may be, by one party to the other party, failing which, the matter shall be settled through arbitration. Both the parties shall appoint an arbitrator each, and the two arbitrators so appointed, shall appoint the third arbitrator. The third arbitrator shall be the presiding arbitrator of the panel. The arbitration shall be as per the Arbitration & Conciliation Act, 1996. The venue of arbitration shall be Faridabad. The arbitration proceedings shall be recorded in English and the arbitration award shall be final and binding on both the parties.

17. LAWS GOVERNING THE AGREEMENT

- 17.1 The present Agreement shall be subject to Indian Laws, rules and regulations and notifications etc. issued under such laws.

18. AMENDMENTS:

- 18.1 GEPIL (Haryana) may, if required at any point of time make suitable change in the present Agreement in consultation with HEMS after serving a notice to the said Client.

For Gujarat Enviro Protection And
Infrastructure (Haryana) Pvt. Ltd.

SIGNED for & on Behalf of GEPIL (Haryana)
Authorised Signatory

For DENIM CRAZE

Prop. / Auth. Signatory

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SIGNED for & on behalf of Client

19. **JURISDICTION**

19.1 Subject to the provisions of Clause 17 of this Agreement, the parties hereto mutually agree that the Civil Courts at Faridabad only shall have jurisdiction for all the disputes/differences arising out of this Agreement.

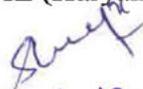
20. **The Company (including its affiliate/ associate / group companies) shall have exclusive rights to avail direct/indirect concession and reliefs as may be accruing on account of this agreement under any prevailing environmental laws/rules/regulations or as may be notified from time to time."**

21. The addresses of the parties hereto, unless changed by written notification to be given at least 15 days in advance by registered letter prior to proposed date of change, shall be as follows:

- 1) M/s. Gujarat Enviro Protection & Infrastructure (Haryana) Pvt. Ltd.
Reg. 370, S V P Road, Shop 8, Plot 384, Cigaretwala
Bldg. Opp. CBI Prathna Samaj, Nr. Harkishandas
Hospital, Mumbai (Maharashtra)
- 2)

IN WITNESS WHEREOF the parties hereto acting through their properly constituted representatives have set their hands to cause this Agreement signed and executed in their respective names and on their behalf.

For Gujarat Enviro Protection And Infrastructure (Haryana) Pvt. Ltd.
For and on behalf of
GEPIL (Haryana)

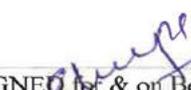

.....
Authorized Signatory

Name : Mrs. Shilpa Sarin
Designation : Authorized Signatory
Address : Gepil(Hr)

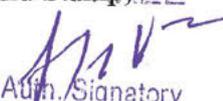
Witness :

1.....
Name : Love Gaurav
Designation : Manager
Address : GEPIL

2.....
Name : ROSHAN SINGH RANA
Designation : 
Address : 
For Gujarat Enviro Protection And Infrastructure (Haryana) Pvt. Ltd.


SIGNED for & on Behalf of GEPIL (Haryana)
Authorized Signatory

For and on Behalf of Client
(Sign And Stamp)

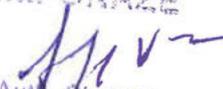

.....
Prop. / Auth. Signatory

Name :
Designation :
Address :

Witness:

1.....
Name : DINKAR CHOPRA
Designation : Accounts Head
Address : Delhi.

2.....
Name : B.P Bhasker
Designation : Marketing head
Address : Dushi, Sonapat
For DENIM CRAZE


SIGNED for & on behalf of Client



Schedule - I

Rates for Landfill, Solidification & Stabilization and Pre-processing (Effective From 01 /04 /2024)				
	Up to 400 M T	401 To 700 M T	701 To 1200 M T	Above 1200 M T
a. Fixed Landfill Charges (Rs. Per M T)	1964	1941	1918	1904
b. Solidification & Stabilization Charges (Rs per M T)				
Waste : Additives				
1:0.10	2820	2592	2569	2539
1:0.20	3687	3615	3577	3539
1:0.30	4368	4285	4242	4198
1:0.40	4878	4783	4731	4685
1:0.50	5389	5285	5234	5174
1:0.60	6055	5937	5878	5813
1:0.70	6720	6579	6515	6447
1:0.80	7312	7167	7091	7019
1:0.90	7840	7685	7601	7529
1:1.00	8363	8194	8112	8025
c. Variable Pre-Processing Charges (Rs. Per M T) - for a category of waste of a particular calorific value (in K Cal/Kg)				
Calorific value				
Upto 2500 KCal/kg	22833	22151	21925	21465
Greater than 2500 & up to 4500KCal/kg	18763	18199	18017	17638
Greater than 4500 KCal/kg	15707	15226	15069	14766

Notes:-

- The above rates are valid up to 31.03.2025. Thereafter the rates shall attract escalation @ 4% on annual basis.
- The above rates are for the specified type of waste. In case any waste that may require special treatment prior to its disposal, the rates for such waste shall be fixed on case to case basis depending on the characteristics of waste & treatment required in consultation with HEMS
- The rates for solidification and stabilization are for the waste that requires additives up to 1:1.0 ratios. If the waste requires additives more than 1:1, the rates shall be charged depending on the quantity of additives required to be added & its bulking factor to be decided in consultation with HEMS.
- The rates of Solidification & Stabilization as well as rates for Pre Processing include landfill charges. No extra charges will be levied for residue disposal landfill. we will charge 5% CRF charges on total invoicing as per hems guideline in case of secured landfill and Solidification & Stabilization.
- The above rates are exclusive of any statutory levies which will be payable extra.
- Process for printing of TMO @ Rs. 10/- for each.
- Further, the charges in respect of preprocessing process wherever applicable, remains unchanged and are as under:
 - Charges for de-watering/ drying @ Rs. 1000/- MT on Hazardous waste having moisture content more than 40%.
 - Charges for neutralization @ Rs. 1000/- MT on Hazardous waste having pH between 4 and 2.and greater than 12.
 - We will also be charging neutralization @ Rs. 2000/- MT on Hazardous waste having pH lesser than 2.

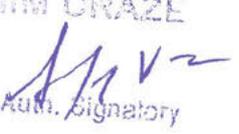
SIGNED for & on Behalf of GEPIL (Haryana)

SIGNED for & on Behalf of Client

For Gujarat Enviro Protection And
Infrastructure (Haryana) Pvt. Ltd


Authorized Signatory

For DENIM CRAZE


Prop. / Auth. Signatory



Schedule- II Transportation
Charges (Rs. per Km per MT)

Revised Rates effective from 01-01-2025 (Fuel Price: 88.12 per liter)

One Way Distance	1 MT			3 MT			7 MT			9 MT			12 MT			16 MT & Above		
	Fuel cost	Other cost	Total cost	Fuel cost	Other cost	Total cost	Fuel cost	Other cost	Total cost	Fuel cost	Other cost	Total cost	Fuel cost	Other cost	Total cost	Fuel cost	Other cost	Total cost
Up to 75 KM	8.82	23.49	32.30	5.95	8.07	14.02	4.57	2.79	7.36	4.62	3.04	7.66	4.42	2.69	7.11	4.46	2.60	7.06
75 to 200 KM	8.83	16.78	25.61	5.13	6.06	11.19	4.00	1.99	5.99	4.05	2.24	6.29	3.87	1.87	5.75	3.92	1.79	5.72
>200 KM	8.83	15.84	24.67	5.13	5.32	10.45	4.00	1.64	5.64	4.05	1.89	5.94	3.87	1.62	5.49	3.92	1.52	5.45

Note:

- The above revised rates are based on current (revised) Diesel price of Rs. **88.12** per liter. The 'Fuel Cost' component of the rates shall be adjusted based on the rates of Diesel at Faridabad (Haryana) on quarterly basis i.e. 1st of April, July, Oct. & Jan. of each year.
- The 'Other Cost' component of rates is firm up to 31.03.2025 and shall be subject to 3% escalation on annual basis thereafter.
- The rates indicated above are for actual Distance of the Generator's unit from the TSDF site. The chargeable distance will be double the actual one way distance from TSDF site to the Generator's unit i.e. to & fro for full truck load. Minimum charges payable will be Truck Capacity in MT *Rate per km/MT*To & from distance of Generator's unit from TSDF Site. **The Rates are Inclusive Toll Tax.**
- The transportation rates are excluding loading, packing material, and any other statutory levies.
- The maximum loading time and detention charges beyond the free loading time for different capacity vehicles are as given below:

Sr. No	Vehicle Capacity	Free Loading Time	Detention Charges/hr
(i)	1 MT	2 hrs	300/-
(ii)	3 MT	2 hrs	300/-
(iii)	7 MT	3 hrs	360/-
(iv)	9 MT	3 hrs	360/-
(v)	12 MT	4 hrs	400/-
(vi)	16 MT	4 hrs	400/-

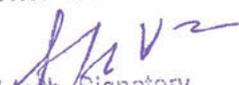
SIGNED for & on Behalf of GEPIL (Haryana)

For Gujarat Enviro Protection And
Infrastructure (Haryana) Pvt. Ltd.


Authorised Signatory

SIGNED for & on Behalf of Client

For DENIM CRAZE


Prop. / Auth. Signatory

VAKALATNAMA

BEFORE THE NATIONAL GREEN TRIBUNAL PRINCIPAL BENCH, NEW DELHI

ORIGINAL APPLICATION NO. 622 OF 2024

IN RE:-

VARUN GULATI

...APPLICANT

VERSUS

STATE OF HARYANA & ORS.

...RESPONDENTS

KNOW ALL to whom these presents shall come that I/We, undersigned the above named do hereby appoint.

**SIDDHARTH BATRA (P/1083/2004), ARCHNA YADAV (D/1837/2020), SHIVANI CHAWLA (D/2233/2019),
CHINMAY DUBEY (D/8141/2021) & RHYTHM KATYAL (D/3528/2022);**

Advocates

Satram Dass B & Co., 8A, Sagar Apartment, 6 Tilak Marg, New Delhi-110001

Mob: 988888 4445, Email: siddharth.batra@satramdass.com

(hereinafter called the advocate/s) to be my/our Advocate in the above noted case and authorize him: -

To act, appear and plead in the above-noted case in this Court or in any other Court in which the same may be tried or heard and also in the Appellate Court including High Court subject to payment of fees separately for each court by me/us.

To sign file, verify and present pleadings, appeals, cross-objections or petitions for executions, review, revision, withdrawal, compromise or other petitions or affidavits or other documents as may be deemed necessary or proper for the prosecution of the said case in all its stages subject to payment of fees for each stage. To file and take back documents, to admit and/or deny the documents of opposite party. To withdraw or compromise the said case or submit to arbitration any differences or disputes that may arise touching or in any manner relating to the said case. To take execution proceedings. To deposit, draw and receive monthly cheques, cash and grant receipts thereof and to do all other acts and things which may be necessary to be done for the progress and in the course of the prosecution of the said case. To appoint and instruct any other Legal Practitioner authorizing him to exercise the power and authority hereby conferred upon the Advocate whenever he may think fit to do so and to sign the power of attorney on our behalf.

And I/We the undersigned do hereby agree to ratify and confirm all acts done by the Advocate or his substitute in the matter as my/our own acts, as if done by me/us to all intents and proposes. And I/We undertake that I/We or my /our duly authorised agent would appear in Court on all hearings and will inform the Advocate for appearance when the case is called. And I/We the undersigned do hereby agree not to hold the advocate or his substitute responsible for the result of the said case. The adjournment costs whenever ordered by the Court shall be of the Advocate which he shall receive and retain for himself. And I/We the undersigned do hereby agree that in the event of the whole or part of the fee agreed by me/us to be paid to the advocate remaining unpaid he shall be entitled to withdraw from the prosecution of the said case until the same is paid up. The fee settled is only for the above case and above Court. I/We hereby agree that once fee is paid, I/We will not be entitled for the refund of the same in any case whatsoever and if the case prolongs for more than 3 years the original fee shall be paid again by me/us.

IN WITNESS WHEREOF I/We do hereunto set my/our hand to these presents the contents of which have been understood by me/us on this **19th** day of.....**May**...2025

Accepted, identified and certified subjected to the terms of the fees.

SB

Archna Yadav

[SIDDHARTH BATRA] [ARCHNA YADAV]

Shivani Chawla

Chinmay Dubey

Rhythm Katyal

[SHIVANI CHAWLA] [CHINMAY DUBEY] & [RHYTHM KATYAL]

Advocates

DENIM CRAZE

PLOT NO. 550 & 553, HSIIDC

INDUSTRIAL AREA, BARHI, SONEPAT,

HARYANA-131101

For DENIM CRAZE

Principal Sign.

Dewin crage

Resident No-71
 Plot no-550 & 553, Phase-II
 Bahi

भारत सरकार
 Government of India

रजनीश वर्मा
 Rajneesh Verma
 पिता : रमेश कुमार वर्मा
 Father : RAMESH KUMAR VERMA
 जन्म तिथि / DOB : 07/12/1973
 पुरुष / Male

8879

आधार - आम आदमी का अधिकार

आधार
 Unique Identification Authority of India

पता:
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Advance service copies of short reply on behalf of Respondent Nos. 58, 71, 93, 94, 96 & 100 in O.A. No. 622/2024 titled as 'Varun Gulati v. State of Haryana & Ors.'

1 message

Vijay Kumar <vijay.kumar@satramdass.com>

Wed, May 21, 2025 at 3:03 PM

To: Mansi Chahal <mansichahal104@gmail.com>, Varun Gulati <jansewajanhit@gmail.com>

Cc: Chinmay Dubey <chinmay.dubey@satramdass.com>, Archana Yadav <archana.yadav@satramdass.com>, Shivani Chawla <shivani.chawla@satramdass.com>

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 Paperbook-NGT REPLY-R71 DENIM CRAZE_Redacted.pdf

Dear Sir,

PFA.

Advance service copies of short reply on behalf of Respondent Nos. 58, 71, 93, 94, 96 & 100 in O.A. No. 622/2024 titled as 'Varun Gulati v. State of Haryana & Ors.'

Kindly treat the same as Proof of service.

Regards

Vijay Kumar
Office Manager

SDB
SATRAM DASS B & CO.
ADVOCATES
8A Sagar Apartment
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New Delhi - 110001
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vijay.kumar@satramdass.com

Satram Dass B & Co. made the following annotations

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