

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
PB AT NEW DELHI
IN
O.A. NO. 269 OF 2024**

IN THE MATTER OF:

Sanavvar

...APPLICANT

VERSUS

State Of U P

...RESPONDENTS

INDEX

S NO	Particulars	Page No
1	Reply/ Response of R/14, Sh Bankey Bihari Enterprises in respect of Joint Committee Report dated 2.8.2024 and CPCB report dated 18.9.2024.	2-9
2	Annexure R 14/1 Copy of Consent order	10-14
3	Annexure R 14/2 Copy of SOP , 2015 by MoEFCC	15-18
4	Annexure R 14/3 colly Photographs of ETP, Nitrogen purging system, PLC etc.	19-24
5	Annexure R 18/4 Copy of agreement with HW operator	25-35
6	Vakalatnama	36

Filed by

I K Kapila

Advocate for R 14

D 082, DLF Capital Greens, New Delhi

Mail : kapilaik@yahoo.co.in
9582063272

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
PB AT NEW DELHI
IN
O.A. NO. 269 OF 2024**

IN THE MATTER OF:

Sanavvar

...APPLICANT

VERSUS

State Of U P

...RESPONDENTS

**RESPONSE/ REPLY of R-14 M/S SH BANKEY BIHARI
ENTERPRISES TO REPORT OF JOINT COMMITTEE DATED
2.8.2024 AND CPCB REPORT DATED 18.9.2024.**

MOST RESPECTFULLY SHOWETH:

1. That the Original Application under Sections 14 and 15 of 'NGT Act, 2010') was registered on the basis of a letter petition dated 16.09.2023 sent by Sanavvar S/o Shamim resident of Sikhera village Tehsil Muzaffarnagar District Uttar Pradesh on complaint that huge air pollution is being caused by emission of poisonous industrial gases and black smoke by various industrial units including industry situated at Jansad Muzaffarnagar which is collecting tyre oil by burning the tyres and thereby causing air pollution.
2. That Upon consideration of the matter, this Hon'ble Tribunal was pleased to direct vide order dated 21.5.2024 to obtain factual and action taken report from a Joint Committee

comprising of comprising District Magistrate, Muzaffarnagar, UPPCB (hereinafter referred to as 'UPPCB') and Central Pollution Control Board (hereinafter referred to as 'CPCB'). Further, upon consideration of the report of Joint Committee dated 2.8.2024, Hon'ble Tribunal was pleased to implead answering Respondent as Respondent No 14. Upon Request of the answering respondent , Hon'ble Tribunal was pleased to allow three weeks time to file response vide order dated 19.9.2024.

3. It is respectfully submitted that the Answering Respondent is operating the batch process type unit for tyre pyrolysis oil production for which due consent from UP Pollution Control had been obtained with validity up to 31.7.2025. A copy of the consent order is enclosed herewith as **Annexure R14/1**.
4. That The Consent order prescribed the condition that SOP of year 2015 by MoEFCC shall be complied. Said SOP was issued by MoEFCC vide OM F no. 23-61/ 2015- HSMD dated 24.11.2015. A copy of said OM is enclosed herewith as **Annexure R 14/2**. Accordingly unit has installed PLC, nitrogen purging system and ETP. Necessary arrangements for fire fighting have also been made beside making semi mechanised arrangement to prevent fugitive emissions during Carbon removal. Some photographs are enclosed as **Annexure R 14/3 colly**.

5. **Response to Joint Committee Report dated 2.8.2024**

The Report of Joint Committee is placed at running page 58-252. Relevant inspection report for R 14 is placed at running page 229-238. Based of said report, UPPCB has presented a tabular brief compliance status which is placed at running page 260-262. The tabular brief of the recommendations and actual status at site is as under

S No	Recommendation of Joint Committee	Actual Status at unit	Remark
1	Obtain NOC for GW	Applied for NOC	Water requirement being admittedly less than 10 kld, NOC is not compulsorily required from GW deptt as per CGWA guidelines of Sept 2020.
2	Hazardous Waste Authorisation not obtained	Authorisation applied is refused by UPPCB without SCN , on ground of joint committee report.	Copy of registration agreement with HWM operator enclosed as Annexure R14/4
3	Register for EPR on CPCB portal	In process for registration on CPCB portal	Requirement for it in not stipulated in SOP, 2015

4	ZLD condition in consent not complied.	ETP has been installed and functional. Effluent from ETP is being used for horticulture within premises	
5	Implement mechanised feeding system	Mechanised feeding system is provided.	
6	Replace wood with purge water for initial heating	Purge water is treated in ETP and sludge from ETP is being used for initial heating.	
7	Install Operational ETP and ensure recycling of treated effluent within process.	Physio- Chemical ETP is installed and functional. Treated effluent is used within unit for horticulture purpose. .	ETP is used intermittently as per requirement.
8	Stack shall be properly maintained,	30 m high Stack is being properly maintained.	Small leakage in wet scrubber is plugged.
9	Ensure removal of carbon through mechanised means without causing spillage.	Carbon is removed through mechanised means without causing spillage.	
10	Leakage from pipe line of oil and gas be repaired.	Ensured there is no leakage from oil and gas pipe line.	
11	Purge water be properly stored and treated in ETP	Purge water is being properly stored and treated in ETP	

12	Proper hygienic working be ensured .	Proper hygienic working is being ensured.	
13	Workers be provided PPE kit, mask etc	Workers are provided PPE kit, mask etc.	
14	Install PLC	PLC is installed	
15	Implement Nitrogen purging system	Nitrogen purging system is provided,	
16	Install PLC based gas detection system.	PLC based gas detection system provided.	
17	Enhance fire fighting system	Fire fighting sprinkler system also provided along with fire fighting cylinders.	Fire deptt NOC obtained.
18	Maintain record of supply of carbon black and oil to actual user/ processor	Record of supply of carbon black and oil to actual user/ processor is being maintained.	

6. **RESPONNSE TO CPCB REPORT DATED 18.9.2024**

That on the basis inspection of joint committee report on 4th and 5th July 2024 at Tyre Pyrolysis units, CPCB has submitted separate report on 18.9.2024 before Hon'ble Tribunal which is placed at Running page 263- 468. The Report of CPCB has clarified that effluent generation from these units is about 400-600 litres/ day only. Relevant report pertaining to answering respondent is placed at running page 445-454. The report conforms to report of Joint Committee , therefore the response

already submitted to recommendations of joint committee report at para 5 above may be read as response to CPCB report .

The report of CPCB has also recommended Action Plan for Tyre Pyrolysis Oil units placed at running page 322-323. CPCB has recommended that units should start maintaining detailed records **immediately**, implement recommendation regarding installation of mechanised feeding system, 100% recycling of treated effluent, installation of PLC based detection system installation of nitrogen purging system with in **one month**, implement recommendation regarding obtaining NOC from GWB, obtaining Hazardous Waste Authorisation, registration under EPR on CPCB portal, install mechanised system for carbon removal, install PLC based automation system within **3 months**. UPPCB has been advised to carry treatability study of purge water and prescribed industry specific emission norms within **6 months**. It is requested that time to full compliance of recommendations may kindly be allowed up to 31.3.2025 by Hon'ble Tribunal. The answering respondent has already complied all recommendations at the unit and applied for NOC for Ground Water extraction. Authorisation application under HWM Rules is refused by UPPCB due to deficiencies pointed by Joint Committee. As said, deficiencies have been removed. Fresh application for grant of Authorisation will be submitted again within two weeks.

7. That the UPPCB has issued a Show Cause notice dt 11.9.2024 for closure of unit on ground of findings of joint committee. The answering respondent has submitted reply to the SCN on 8.10.2024. Further decision of the Board is awaited.



Respondent No 14

DATED: 14.10.2024

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
PB AT NEW DELHI**

OA NO. 269 OF 2024

IN THE MATTER OF:

SANAAVAR

...APPLICANT

VERSUS

STATE OF UP & OTHERS AND OTTERS ...RESPONDENTS

A F F I D A V I T

I, Amit Bansal , S/O Late Sh Rajesh Kumar , R/O S-7 1st Floor, West Jyoti Nagar, New Delhi at present at New Delhi, do hereby solemnly affirm and declare as under: -

1. That I am presently partner of M/S Shri Bankey Bihari Enterprise, vill salarpur teh. jhansath, Muzaffarnagar UP.
2. That I am fully conversant with case as derived from office record and competent to swear to this affidavit.
3. That I have read the accompanying Response/ Reply to the Report filed by Joint Committee and CPCB before Hon'ble Tribunal in the present case. The facts stated there in are true and correct to the best of my knowledge and nothing has been concealed there from.
4. That the Annexure are true copy of its original.

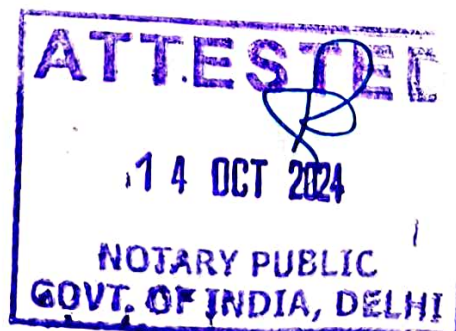
For Shree Banke Bihari Enterprises

DEPONENT

Partner

VERIFICATION:

Verified at New Delhi on this day of Oct 2024, I the above named deponent, do hereby verify that the contents of the above affidavit are true and correct. No part of it is false and nothing material has been concealed there from.



DEPONENT





Uttar Pradesh Pollution Control Board

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

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

160170/UPPCB/MuzaffarNagar(UPPCBRO)/CTO/both/MUZAFFARNAGAR/2022 Date: 23/07/2022

To,

M/s

SHRI BANKE BIHARI ENTERPRISES

Khasra No. 510, Vill. Salarpur, Tehsil Jansath, Muzaffarnagar ,MUZAFFAR NAGAR,251314

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

Consent No-17048916 Date-23/07/2022

CCA is hereby granted to **SHRI BANKE BIHARI ENTERPRISES** located at **Khasra No. 510, Vill. Salarpur, Tehsil Jansath, Muzaffarnagar ,MUZAFFAR NAGAR,251314.** subject to the provisions of the Water Act, Air Act and the orders that may be made further and subject to following terms and conditions :-

1. This CCA **SHRI BANKE BIHARI ENTERPRISES** granted for the period from **01/08/2022** to **31/07/2025** and valid for manufacturing of following products with **Capital Investment/Net Assets Values 74.7900009 Lakhs**

S No	Product	Quantity	Unit
1	Pyrolysis Fuel Oil (MTD)	6	Metric Tonnes/Day
2	Carbon Black (MTD)	5	Metric Tonnes/Day
3	Steel Wire (MTD)	2	Metric Tonnes/Day

2. Specific Conditions under Water Act :-

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

Kind of Effluent	Quantity(KLD)	Treatment facility and discharge point
Domestic	0.7	Septic Tank

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

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

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

Industrial Effluent Quality Standard

S.No.	Parameter	Standard
-------	-----------	----------

(iv) Sewage Treatment and Disposal :- The applicant shall provide comprehensive STP as is required with reference to influent quantity and quality. In case of stoppage of functioning of STP, production has to be stopped immediately and this Board has to be intimated by fax/phone/email with a report in this regard to be dispatched immediately.

(v) The treated sewage shall be reused in gardening and the same shall be maintained continuously so as to achieve the quality of the treated effluent to the following standards.

S No.	Parameters	Standards
-------	------------	-----------

3. Conditions under Air Act :-

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

Air Pollution Source Details

S No.	Air Pollution Source	Type of fuel	Stack no	Control Device	Height of Stack
1	Heating Furnace (02 Nos.)	Fuel Oil	01	Particulate Matter	30 M. high from Ground Level (Combined Stack)
2	DG Set 82.5 KVA	Diesel	02	Particulate Matter	2.0 M. high from nearest rooftop

Emission Quality Standards

S No.	Stack no	Parameters	Standards
1	01	Particulate Matter	As per E.P. Rules
2	02	Particulate Matter	As per E.P. Rules

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

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

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

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

Standards for Noise level in db(A) Leq	Industrial Area	Commercial Area	Residential Area	Silence Zone
--	-----------------	-----------------	------------------	--------------

	Day Time	Night Time	Day Time	Night Time	Day Time	Night Time	Day Time	Night Time
	75	70	65	55	55	45	50	40

6. Compulsory documents to be submitted by the Industry/Unit :-

(i) Annual return in Form-4 and Waste Disposal Manifest in Form-10 under Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 and Third Party Audit Report.

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

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

7. Unit has to apply for renewal of CCA well in advance of 60 days of expiry of this CCA.

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

9. Unit has to comply with the other general conditions as annexed herewith. Non compliance of any provision of this CCA and provisions of the Water Act, Air Act and Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 will results in legal action under the aforesaid Acts and Rules.

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

11. The industry will have to obtain No objection certificate for abstraction of ground water. It will be the responsibility of the industry to comply with the various conditions of the NOC obtained from the competent authority and submit to the Board, within 3 months time failing which CTO shall be revoked.

ANKIT SINGH
Digitally signed
by ANKIT SINGH
Date:
2022.07.23
17:23:16 +05'30'

**Regional Officer
UPPCB, Muzaffarnagar**

Copy to:

**Regional Officer
UPPCB, Muzaffarnagar**

Annexure

Specific Conditions

1. Unit should not discharge any kind of industrial effluent. This consent is valid for only domestic discharge. Scrubbing water shall be recycled.

2. Industry shall submit quarterly monitoring reports of all stacks and ambient air quality from a certified/approved laboratory.

3. Industry shall ensure proper operation and maintenance of Air Pollution Control Devices.

4. Industry shall comply with various Waste Management Rules as notified by MoEf&CC i.e. Plastic Waste Management Rules, 2016, Solid Waste Management Rules, 2016, Hazardous and Other Wastes (Management and Transboundary) Rules, 2016, E-waste (Management) Rules, 2016, Construction and Demolition Waste Management Rules, 2016

5. Industry shall abide by directions given by Hon'ble Supreme Court, High Court, National Green Tribunals, Central Pollution Control Board, Uttar Pradesh Pollution Control Board and Commission for Air Quality Management in Delhi-NCR and Adjoining Areas for protection and safeguard of environment from

time to time.

6. Unit should develop minimum green belt 20 meter wide around premises or 33% total area of land whichever is minimum, covered by the plantation of tall trees of suitable species as per the guidelines set up by the Board vide its Office Order no.H- 16405/220/2018/02 dt. 16/02/2018. The copy of this guideline is available at URL http://www.uppcb.com/pdf/Green-Belt-Guidle_160218.pdf. You are directed to develop Miyawaki Forest as per the SOP available at URL:-<http://www.upecp.in/TrainingSession.aspx>.

7. Industry will operated according to Standard Operating Procedures (SOP) issued by Ministry of Environment, Forest and Climate Change, Govt. of India vide letter No. F.No.23-61/2015-HSMD dated 24.11.2015 and compliance report submit to this office within two months from the date of issue of consent to operate.

8. Exhaust stack of DG set of 82.5 KVA should have 2.0 meter high above from nearest roof top. For control of noise, acoustic enclosure should be installed on DG Set.

9. Industry shall use only liquid fuel/gaseous fuel for heating furnace.

10. The unit should be operated in fully covered shed.

11. The unit shall be operated in an environment friendly and sustainable manner and should not have any adverse impact on surrounding environment.

General Conditions:-

The applicant shall get analyse the samples of effluent/emission/hazardous wastes at least once in a three month from the laboratory recognized by the MoEF and shall report to the UEPPCB.

1. The applicant shall however, not without the prior consent of the Board bring into use any new or altered outlet for the discharge of effluent or gases emission or sewage waste from the unit.

2. Treated waste water and domestic waste water shall be disposed jointly at one disposal point. The applicant shall provide discharge measurement equipment at final disposal point.

3. The applicant shall strictly comply with conditions of this CCA and submit compliance report of stipulated conditions within 30 days of receipt of this CCA. If, at any point of time, it is found that the industry is not complying with stipulated conditions or any further direction/instruction issued by the Board, legal action shall be initiated against the applicant.

4. The applicant shall maintain good house keeping. All valves/pipes/sewer/drains etc. must be leak-proof

5. The industry shall provide uninterrupted entry to the STPs/ETPs inlet and outlet points, Air Pollution Control equipment and stack for smooth sampling/monitoring of efficiency of pollution control measures.

6. The industry shall provide Inspection Book at the time of inspection to the Board's officials.

7. Whenever due to any accident or other unforeseen act or event, such emission occurs or is apprehended to occur in excess of standards laid down, such information shall be reported to the Board's offices and all other concerned offices. In case of failure of pollution control equipment, the production process connected to it shall be stopped with immediate effect.

8. The industry shall operate in a manner so that all emissions be emitted through designated chimney/stack only.

9. In case of any damage to the agriculture productivity, human habitation etc. by the operation of industry, it shall be imperative to stop production in the industry with immediate effect and such information shall be reported to Board's offices. The industry shall be liable to pay compensation also in such cases as decided by the Competent Authority.

10. The applicant shall apply before the 60 days of expiry of CCA or any change in production types/production capacity/manufacturing process/capacity enhancement etc. or any change in effluent discharge point or emission point

11. The Board reserves the right to revoke/add/modify any stipulated condition issued along with CCA, as may be necessary.

12. The person authorized shall not rent, lend, sell, transfer or otherwise transport the hazardous waste without obtaining prior permission of the Board.

13. Any unauthorized change in personnel, equipment as working condition as mentioned in the application by the person authorized shall constitute a breach of his authorization.
14. It is the duty of the authorized person to take prior permission of the Board to close down the facility.
15. The authorization is valid for temporary storage of Hazardous Waste within premises only.
16. The authorized agency shall ensure that on-line data with regard to quantity and nature of hazardous chemicals being used in the plant as well as air emission and waste generated within premises is displayed on Display Board of size 6x4 feet outside the main factory gate within premises
17. It is duty of the authorized person to take prior permission of this Board to close and cleanup the facility for treatment, storage and disposal of hazardous waste.
18. The applicant shall maintain record of hazardous waste in Form-3 and shall submit annual return in Form-4 on or before the 30th day of June following to the financial year to which that return relates.
19. In no case any hazardous waste shall be disposed off on land, in any drain, or into any water stream. All spillage must also be safely collected and stored.
20. Before the hazardous waste is stored or dumped in the facility, applicant must conduct a detailed physical and chemical analysis of hazardous waste sample and report to the Board.
21. Dried hazardous sludge from the process in the plant shall be stored in double lined HDPE pit constructed with R.C.C. or such material which does not react with the waste contained in it.
22. The storage area should be fenced properly and Sign/Notice Board indicating '½Danger½ and '½Hazardous½ shall be displayed at appropriate position both in Hindi and English.
23. The industry shall store non-ferrous metal waste, used oil/spent oil waste in sealed drums placed on impervious floor under covered shed. Hazardous waste if required shall be sold only to Registered Recyclers/Re-processors.
24. In case of any transportation of hazardous waste, the details in Form-10 of the Hazardous and Other Wastes Rules, 2016 shall be submitted to the Board.

ANKIT SINGH Digitally signed
by ANKIT SINGH
Date: 2022.07.23
17:23:38 +05'30'
Regional Officer
UPPCB, Muzaffarnagar

STANDARD OPERATING PROCEDURE
Import and recycling OF Waste Tyre Scrap for the production of Tyre
Pyrolysis Oil

1. Background

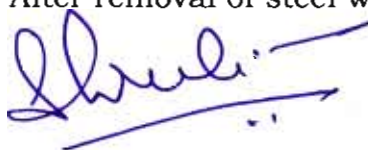
- 1.1 Pyrolysis is a thermal degradation process carried out in the absence of oxygen/air so that combustion of material does not take place. Pyrolysis of tyres and rubber products produce low-grade oils, pyrolysis gas (pyro-gas), carbon-black-char and steel. Technologies are available to produce high quality oils comparable viscosity and calorific values comparable with diesel and gasoline type fuels. However, it was reported that tyre pyrolysis has not been economically viable in United States as full-scale operations could not be achieved due to costly clean-up operations.
- 1.2 Environmental and safety concerns in these plants arise due to fire hazards, emission of fine carbon particles and odor nuisance and need for flaring of excess pyro gas.
- 1.3 Most of the tyre pyrolysis units in the country are batch processes producing primarily oils for use as fuel oil in industrial furnaces. The pyro-gas generated from pyrolysis process is used as fuel in the pyrolysis process. In these plants the full tyres are fed to the pyrolyser manually and at the end of the process the steel wire and carbon are taken out manually. This leads to lot of carbon spillage, exposure of workers to fine carbon particles and working in the uncondusive environment in the pyrolyser. In some of the plants some explosions also have been reported due to frequent opening of the reactors in the hot conditions. The flare system is also not properly designed. Since the system is not completely closed, the odor problem is prevalent throughout the plant. These are some of the major shortcomings of such plants.

2. Requisite facilities and standard operating procedures for the production of Tyre Pyrolysis Oil:

The applicant desires to import waste pneumatic tyres to produce pyrolysis oil and carbon-black-char may be considered only the units have requisite facilities as given below:

2.1 Batch process:

- 2.1.1 The feed to the pyrolysis reactor should be devoid of steel. After removal of steel wire the tyre can be put either in the



form of crumbs or chips (which can be made simply by cutting without going for the shredding process). Further the feeding arrangement of the rubber crumb to the reactor should be mechanised.

- 2.1.2 The initial heating of the reactor should be done by liquid fuel or gas. The flue gas should be released to the environment through a chimney of at least 30 metres height.
- 2.1.3 After initial heating, during the pyrolysis process, the pyro gas generated within the plant should be used as a fuel.
- 2.1.4 Excess pyro gas if any should be flared through properly designed flaring system of adequate capacity considering the emergency situation in which the entire gas may have to be flared. The flaring should be done at a minimum height of 30 metre.
- 2.1.5 Adequate instrumentation for measurement and control of temperature and pressure along with safety interlocks in case of increase of temperature or pressure to cut off heating of the reactor should be provided. Automatic control systems such as Programmed Logic Control (PLC) shall be adopted. It should be ensured that the reactor is under positive pressure all the time.
- 2.1.6 In order to control fugitive emissions from the reactor during operation, proper sealing should be ensured.
- 2.1.7 The collection of the oil from the condensers should be in closed vessel and storage also should be in closed tanks with suitable vents. There should be no manual handling of oil. Transfer of oil should be through pumps.
- 2.1.8 At the end of the pyrolysis process the reactor has to be cooled before the removal of carbon. During this process, the reactor should be purged with nitrogen.
- 2.1.9 The removal of carbon should be started after the reactor's temperature has come down to below 50°C.
- 2.1.10 The removal of carbon should be through a mechanised system and it should be ensured that no spillage takes place during the collection of the carbon in the bags.
- 2.1.11 Adequate number of sensors along with alarm system should be provided at suitable locations throughout the plant to detect any leakage of flammable vapors from the system.

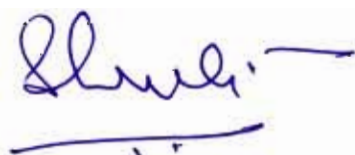


- 2.1.12 Adequate firefighting system like sprinklers and fire hydrant with necessary pumping system and water storage should be provided.
- 2.1.13 The plot size should be adequate for storage of crumb or cut tyres, oil and carbon black in addition to the pyrolysis plant and accessories as well as enough space for movement of fire tender in case of any emergency. A minimum indicative size of small plant is about 3000 square metres.
- 2.1.14 The plant shall possess clearance certificates issued by concerned departments.
- 2.1.15 The carbon black and the oil obtained from the process should be supplied only to actual users/processors.
- 2.1.16 The waste water generated in the process from condensers or any scrubbers should be properly treated in an effluent treatment plant and the sludge generated should be sent to TSDF.
- 2.1.17 Oil containing water condensate should be treated in suitable ETP. Oily sludge/residues should be disposed through TSDF.

2.2 Continuous Process:

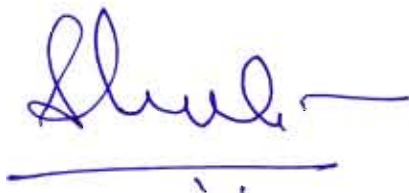
The continuous plants operating in the country do not suffer from most of the environmental and safety problems encountered in the existing batch plants. However, even for the continuous pyrolysis plants the following facilities have to be ensured:

- 2.2.1 The feed to the reactor is in the form of crumbs, it should be ensured that during handling/ transfer of the crumbs there should be suitable system for suction and collection of fugitive fibres.
- 2.2.2 The feeding system should be provided with a air-lock arrangements so that no air enters the reactor during feeding.
- 2.2.3 The initial heating of the reactor should be done by liquid fuel or gas. The flue gas should be released to the environment through a chimney of at least 30 metres height.
- 2.2.4 After initial heating, during the pyrolysis process, the pyro gas generated within the plant should be used as a fuel.
- 2.2.5 Excess pyro gas if any should be flared through properly designed flaring system of adequate capacity considering the emergency



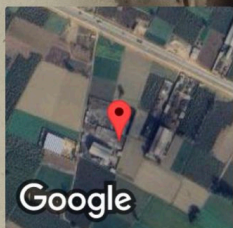
situation in which the entire gas may have to be flared. The flaring should be done at a minimum height of 30 metre.

- 2.2.6 Adequate instrumentation for measurement and control of temperature and pressure along with safety interlocks in case of increase of temperature or pressure to cut off heating of the reactor should be provided. Automatic control systems such as Programmed Logic Control (PLC) shall be adopted. It should be ensured that the reactor is under positive pressure all the time.
- 2.2.7 In order to control fugitive emissions from the reactor during operation, proper sealing should be ensured.
- 2.2.8 The collection of the oil from the condensers should be in closed vessel and storage also should be in closed tanks with suitable vents. There should be no manual handling of oil. Transfer of oil should be through pumps.
- 2.2.9 The removal of carbon should be through a mechanised system and it should be ensured that no spillage takes place during the collection of the carbon in the bags. Moreover an air-lock should be provided to ensure no entry of air into the reactor.
- 2.2.10 Adequate number of sensors along with alarm system should be provided at suitable locations throughout the plant to detect any leakage of flammable vapors from the system.
- 2.2.11 Adequate fire-fighting system like sprinklers and fire hydrant with necessary pumping system and water storage should be provided.
- 2.2.12 The plot size should be adequate for storage of crumb or cut tyres, oil and carbon black in addition to the pyrolysis plant and accessories as well as enough space for movement of fire tender in case of any emergency. A minimum indicative size of small plant is about 3000 square metres.
- 2.2.13 The plant shall possess clearance certificates issued by concerned departments.
- 2.2.14 The carbon black and the oil obtained from the process should be supplied only to actual users/processors.
- 2.2.15 The waste water generated in the process from condensers or any scrubbers should be properly treated in an effluent treatment plant and the sludge generated should be sent to TSDF.
- 2.2.16 Oil containing water condensate should be treated in suitable ETP. Oily sludge/residues should be disposed through TSDF.

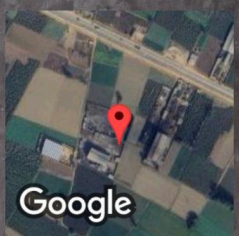




GPS Map Camera



Talera, Uttar Pradesh, India
8VCH+97, Talera, Uttar Pradesh 251314, India
Lat 29.320107°
Long 77.876763°
30/09/24 01:20 PM GMT +05:30

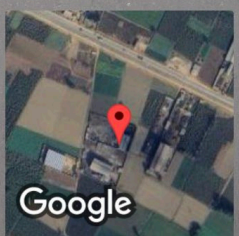


GPS Map Camera

Talera, Uttar Pradesh, India
8VCH+97, Talera, Uttar Pradesh 251314, India
Lat 29.320163°
Long 77.876802°
30/09/24 01:20 PM GMT +05:30



GPS Map Camera



Talera, Uttar Pradesh, India
8VCH+97, Talera, Uttar Pradesh 251314, India
Lat 29.32036°
Long 77.876738°
30/09/24 01:18 PM GMT +05:30



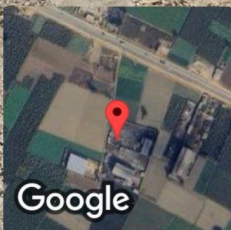
GPS Map Camera



Talera, Uttar Pradesh, India
8VCH+97, Talera, Uttar Pradesh 251314, India
Lat 29.320279°
Long 77.876317°
30/09/24 01:17 PM GMT +05:30



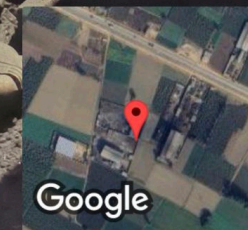
GPS Map Camera



Talera, Uttar Pradesh, India
8VCH+97, Talera, Uttar Pradesh 251314, India
Lat 29.320501°
Long 77.876241°
30/09/24 01:17 PM GMT +05:30



 GPS Map Camera



Talera, Uttar Pradesh, India
8VCH+97, Talera, Uttar Pradesh 251314, India
Lat 29.320196°
Long 77.876868°
30/09/24 01:19 PM GMT +05:30

INDIA NON JUDICIAL



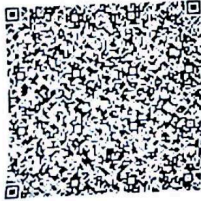
Government of Uttar Pradesh

e-Stamp

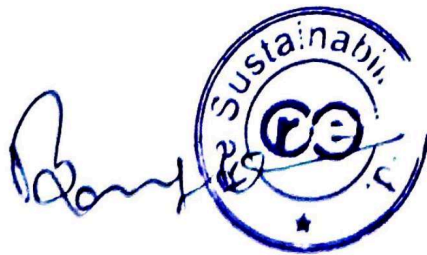


Certificate No.
 Certificate Issued Date
 Account Reference
 Unique Doc. Reference
 Purchased by
 Description of Document
 Property Description
 Consideration Price (Rs.)
 First Party
 Second Party
 Stamp Duty Paid By
 Stamp Duty Amount(Rs.)

: IN-UP86651302407501W
 : 17-Sep-2024 04:09 PM
 : NEWIMPACC (SV)/ up14117804/ MUZAFFARNAGAR SADAR/ UP-MJF
 : SUBIN-UPUP1411780470104880833046W
 : MS SHRI BANKE BIHARI ENTERPRISES
 : Article 5 Agreement or Memorandum of an agreement
 : Not Applicable
 :
 : MS UTTAR PRADESH WASTE MANAGEMENT PROJECT
 : MS SHRI BANKE BIHARI ENTERPRISES
 : MS SHRI BANKE BIHARI ENTERPRISES
 : 100
 : (One Hundred only)



Please write or type below this line



For Shri Banke Binari Enterprises

Partner

Amit

SERVICE AGREEMENT

This Service Agreement („Agreement”) is made on **25nd July 2024** at Kanpur Dehat, Uttar Pradesh, and shall be effective retrospectively from 25-07-2024 (hereinafter referred as the “**Effective Date**”) and will remain effective for 5 years therefrom.

BY AND BETWEEN

M/s Uttar Pradesh Waste Management Project (A Division of Re Sustainability Ltd.) having UPPCB CCA No. 157137/UPPCB/KanpurDehat(UPPCBRO)/CTO/both/KANPUR DEHAT/2022, dated -1st October 2022 situated at Village - Kumbhi, Distt. - Kanpur ((Dehat), Uttar Pradesh - and having its registered office at Level 11B, Aurobindo Galaxy, Hyderabad Knowledge City, Hitech City Road, Hyderabad-500 081, India (hereinafter referred to as “**UPWMP/ OPERATOR**”) and represented by its Authorized Signatory, of the **FIRST PART** (which expression include their successors and assigns, unless such inclusion is inconsistent with the context or meaning thereof)

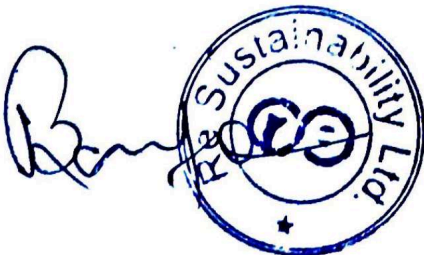
A N D

M/s. Shri Banke Bihari Enterprises having their production units at **Khasra No.-510, Village-Salarpur, Tehsil-Jansath, Muzaffarnagar, Uttar Pradesh-251314** (hereinafter referred to as “**GENERATOR**”) **SECOND PART** (which expression include their successors and assigns, unless such inclusion is inconsistent with the context or meaning thereof).

The UPWMP and GENERATOR hereinafter individually referred to as “**PARTY**” and collectively as “**PARTIES**”.

For Shri Banke Bihari Enterprises

Partner



For Shri Banke Bihari Enterprises

Partner

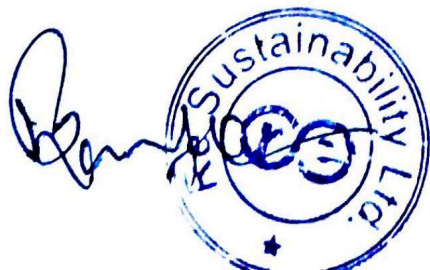
Amrit

WHEREAS

- A. UPWMP has set up an engineered common facility to treat, store and dispose off Hazardous Waste as per the guidelines under "Hazardous & Other waste (Management and Transboundary movement) Rules - 2016" with authorization by UP Pollution Control Board.
- B. 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.

NOW THEREFORE 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. UPWMP hereby confirms that GENERATOR is a registered Member of UPWMP and also is in receipt of an amount of **Rs.20,000/- (Rs. Twenty Thousand only)** towards Membership Registration Fees as per the criteria mentioned in Annexure-A, Item no. 01 which is non-refundable, non-interest bearing amount.
04. The Membership No. on the Certificate and as registered with UPWMP is **UPWMP-KNP- HzW-CHW-TSDF-2443**.
05. GENERATOR has mandatory obligation to provide the entire process details which leads to generation of Hazardous Waste 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 "Hazardous & Other waste (Management and Transboundary movement) Rules - 2016 and any amendment thereof" and confirm to a set schedule of waste disposal to UPWMP facility as per the declaration format in Annexure-A. 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:
 - i) Provide details, in case a waste is classified as explosive /inflammable in nature, the fact has to informed to UPWMP .Detailed information on its characteristics and safe handling practices shall be furnished in advance to UPWMP .In case of any explosion /fire accident arising during Collection of Waste the Generator is solely responsible, in case information as required is not furnished by the Generator.



For Shri Banke Bihari Enterprises

Partner

Amit

- ii) Provide details of Waste in the Manifest form (Form 10 - as per "Hazardous & Other waste (Management and Transboundary movement) Rules - 2016" provided by UPWMP at cost) and a TREM card (Form 08 - as per "Hazardous waste (Management, Handling and Transboundary movement) Rules - 2016" provided by UPWMP at cost to the transporter of the Waste.
- iii) Provide comprehensive analysis of Waste on parameters identified in Annexure-A 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-A 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.
- There is a change in waste characteristics
 - There is a change in manufacturing process
 - There is a change in product mix/ raw material mix
 - An otherwise known reason for change in waste quantities and characteristics and/or
 - 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 MoEFCC, 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-A Item 02.
09. The Charges for Collection, Treatment, Storage, Disposal facility (herein after called as USER CHARGES) will be applicable to GENERATOR as per Annexure-A - Item No. 02, Item No. 03 & 04. All the Charges are exclusive of taxes including GST, duties, cess, tolls etc. and shall be borne by the Generator only.
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 main modes of disposal shall be direct landfill, stabilization followed by landfill, direct incineration, and incineration after treatment of Waste etc. The modes of disposal are dependent on the Waste characteristics.
12. 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, and fauna) during Collection is prime and thus safety information will have to be provided by the GENERATOR in (Form 09), Waste Collection Manifest (Form 10) and TREM Card (Form 08) for every Waste type as per "Hazardous waste (Management, Handling and Transboundary movement) Rules - 2016". In the event of false information to UPWMP of any nature, all associated direct and indirect liabilities are the responsibility of the GENERATOR.
13. 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 Collection and during handling at UPWMP site the GENERATOR is solely responsible for all associated direct and indirect liabilities.



For Shri Banke Bihari Enterprises

Page 3 of 10

Partner

Amit

14. 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 Collection CHARGES for that trip as mentioned under Annexure-A Item 03 for the full capacity load of vehicle.
15. 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.
16. The GENERATOR has to pay a fixed amount to UPWMP as minimum yearly service commitment charges every year for the purpose of utilization of UPWMP services as per the charges mentioned in Annexure-A Item-06. This amount shall be payable within 30 days from the date of Signing of this Agreement and shall be adjusted against every month User Charges invoices. In the event, for whatsoever reason, the GENERATOR is unable to utilize the facility services for a particular month/period, the UPWMP shall forfeit the amount that is unutilized in that calendar year.
17. 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 within 10 days of submission of bill.
18. The payments delayed beyond the period stipulated vide (17) 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.
19. 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.
20. Wastes which require alternate destruction technologies like reuse/ recycle etc. and if such technology exists at the facility, may be treated upon request by the GENERATOR. However, the prices for such treatment techniques shall be determined by the UPWMP on a case to case basis purely based on their characteristics.
21. 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.
22. 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.
23. Nothing contained herein shall be deemed to constitute a partnership, joint venture or agency by and between the parties hereto.
24. This Agreement may be modified or amended only by writing, duly executed by or on behalf of the parties hereto.
25. Any terms and conditions of this Agreement may be waived at any time by the party that is entitled to the benefit thereof. Such waiver must be in writing and must be executed by an authorized officer of such party. A waiver on one occasion will not be deemed to be a waiver of the same or any other breach or non-fulfillment on a future occasion.



For Shri Banke Bihari Enterprises

Partner

Amit

26. In the event that any provisions of this Agreement is held to be illegal, invalid or unenforceable under any present or future law such provisions shall be deemed terminable and the remaining parts & provisions of this Agreement shall remain in full force & effect.
27. Either party shall have the right to terminate the agreement in the event of violation/default of any of the terms and conditions as agreed upon in this agreement upon giving 30 days written notice to the other party.
28. Any dispute arising on any clause or clauses of this agreement and the contents of the Annexure-A, hereto between the GENERATOR and UPWMP shall be referred to Arbitration. The Arbitration shall be governed by and conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or as amended. The arbitration proceedings shall be conducted in English and the Arbitration shall take place at Kanpur. The arbitral award shall be final and binding upon both parties. The costs arising out of Arbitration shall be borne by the parties equally.
29. UPWMP and the GENERATOR mutually agree that the Courts of Kanpur in Uttar Pradesh shall have the exclusive jurisdiction over all the disputes arising out of this Agreement.
30. The GENERATOR agrees and undertakes to indemnify and keep harmless the UPWMP and vice versa, its directors, officers, employees, agent and subcontractors from and against any losses, demand, claim, suit, damage, liability (including any fines, governmental penalty, sanctions and legal costs), cost/expense, settlement suffered or incurred by the UPWMP, its director, officers, employees, agents, servants or third parties on account of or arising from:
- The Waste supplied by or collected from the Generator in case of any mismatch of waste from TREM card or finger prints; and any non-disclosure or wrong disclosure of any information as to the characteristic of waste, or
 - Any civil or criminal proceedings or liability under any law for any unlawful dumping of untreated wastes by the waste Generator either at the project site of UPWMP or anywhere else.
 - If applicable taxes, cess, duties, toll etc. are not borne and paid by Generator to the UPWMP and concerned authorities wherever applicable within the stipulated time limit.
31. The UPWMP agrees and undertakes to indemnify and keep harmless the GENERATOR, its directors, officers, employees, agent and subcontractors from and against any losses, demand, claim, suit, damage, liability (including any fines, governmental penalty, sanctions and legal costs), cost/expense, settlement suffered or incurred by the GENERATOR, its director, officers, employees, agents, servants or third parties on account of or arising from:
- The willful misconduct and/or gross negligence of the UPWMP (or any of its directors, officers, or employees) in performing its/their obligations under this Agreement;
 - Failure of UPWMP to comply with any and all applicable laws in performance of its obligations under this Agreement.
 - If taxes, cess, duties, toll etc. borne & paid by the GENERATOR to the UPWMP wherever applicable are not deposited to the concerned authorities within the stipulated time limit.



For Shri Banke Bihari Enterprises

Partner

Page 5 of 10


Amit

For Uttar Pradesh Waste Management Project
(A Division of Re Sustainability Ltd)


Authorized Signatory *



Witness: Name: Vishal Singh
Company/Occupation: Re Sustainability Ltd;
Designation: Asst. Manager

Sign: 

Witness: Name: Samiksha
Company/Occupation: Re Sustainability Ltd;
Designation: Sr. Executive

Sign: 

For M/s Shri Banke Bihari Enterprises

(AUTHORISED SIGNATORY)
GENERATOR, THE SECOND PART.

Witness: Name: _____
Company/Occupation: _____
Designation: _____

Sign:



Witness: Name: _____
Company/Occupation: _____
Designation: _____

Sign:

For Shri Banke Bihari Enterprises

Partner

Encl.:- ANNEXURE-A

Amit

ANNEXURE - A***Common Hazardous Waste Treatment Storage & Disposal Facility*****01) MEMBERSHIP REGISTRATION FEE / DEPOSIT:**

The lifetime deposit has to be paid by the GENERATOR, as is commonly applicable, is set-out in the following matrix, to help you understand and determine the payable amount as applicable.

Capital Investment of Industry [Rs.] (On Gross Block, without depreciation)	Deposited [Rs.]
< 1 Crore	5,000-50,000
1- 5 Crore	1, 50,000
5 – 10 Crore	3, 00,000
10 – 50 Crore	7, 50,000
50 – 100 Crore	10, 00,000
100 – 200 Crore	15, 00,000
> 200 Crore	20, 00,000

2) User Charges:

The GENERATOR shall pay the following applicable User Charges based on the Waste Types.

3.) Disposal Charges:

- Disposal Charges for ETP Sludge: Rs.2750 per MT
- Handling & Re-handling Charges: Rs.300 per MT
- Transportation Charges: Rs.4250 per MT

4) Project Escrow Fund Charges- [PEFC] –

A charge PEFC of @ 5% on the User Charges shall be applicable and levied on the actual waste quantities and applicable user charges. PEFC charges are only applicable for Landfill Waste. This Charge is towards Escrow Account for any emergency remediation post closure period management of TSDF.

- GST @18% applicable as per government rules & norms.

5) Container Handling Charges: [Optional, applicable when Services are utilized]

For Shri Banke Bihari Enterprises

Partner

Amit

a) **Container Handling Charges:**

The GENERATOR shall pay for Handling Charges to Re Sustainability as follows for utilizing the Material Handling Equipment.

For Hooklift/Crane Operations: Rs. 250/- per MT

For Waste transported by GENERATOR, Handling (Unloading) Charges shall be Rs. 200/- per MT, if not transported by a Dumper/Tipper, otherwise **Rs.250/MT** shall be applicable

6) **Minimum Yearly Service Charges:**

The GENERATOR has to pay as applicable minimum Yearly service charges. This amount shall be paid on yearly basis. This amount shall be adjusted against User Charges invoices in a calendar period of one year. In the event, for whatsoever reason, the GENERATOR is unable to utilize the facility services for a particular period, the GENERATOR shall forfeit the amount that is unutilized in that calendar year.

- For SSI – Rs.9000/- per Annum, For MSI - Rs.12000/- per Annum, & For LSI - Rs.18000/- per Annum
- Minimum billing of **Rs.4000 per Manifest** will be charged during the invoice raised.

Note: SSI: Small Scale Industry, MSI: Medium Scale Industry and LSI: Large Scale Industry

7) **Truck Detention Charges:**

Maximum time of Three hours is allowed for the truck to be detained at the GENERATOR premises from the time of reporting to their Security Gate. In the event this period is exceeded then Rs.500/- per hour shall be charged as detention charges unless it is mutually agreed and accepted between both parties in writing.

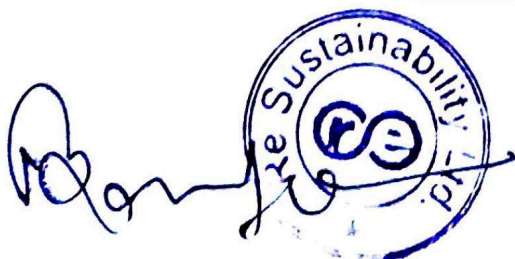
❖ **Terms & Conditions:-**

- This membership is valid as long as the user industry is in good standing with the CHWTSDF and has continued valid authorization from UPPCB.
- This CHW-TSDF shall accept only hazardous wastes as classified in HW Rules for disposal and shall not accept radioactive wastes, Municipal wastes, Bio-Medical waste....
- Acceptance of wastes is dependent on the fulfillment of regulatory and statutory guidelines for operations of CHWTSDF issued from time to time.
- Pathway of disposal of wastes and its price shall be decided based on the guidelines issued from time to time by regulatory authorities and shall be at the discretion of CHWTSDF

3) **List of Parameters has to be Analyze:-**

A) Parameters analyzed for Comprehensive analysis of WASTE:-

1) Physical State	19)Lead (WLT)	37)Benzene	55)Methoxychlor
2)Color	20)Cadmium (Total)	38)Chloro Benzene	56)Pentachlorophenol
3)Texture	21)Cadmium (WLT)	39)Cresols	57)Toxaphene
4)Bulk Density	22)Total Chromium (Total)	40)1,4 - Dichloro Benzene	58)2,4,5 - Tri Chlorophenol
5)pH at 28.6°C	23)Chromium (WLT)	41)1,2 - Dichloro Ethane	59)2,4,6 - Trichlorophenol



For Shri Banke Bhari Enterprises

Partner

Amit

6)Paint Filter Liquid Test	24)Hexavalent Chromium (Total)	42)Pyridine	60)2,4,5 - TP (Silvex)
7)Loss on Drying at 105°C	25)Hexavalent Chromium (WLT)	43)Ethyl Methyl Ketone	61)Vinyl Chloride
8)Loss on Ignition at 550°C (Dry Basis)	26)Nickel (Total)	44)Nitro Benzene	62)2,4 -D
9)Calorific Value	27)Nickel (WLT)	45)Tetrachloro Ethylene	63)Chlordane
10)Flash Point	28)Zinc (Total)	46)Trichloro Ethylene	64)Ammonia as N (WLT)
11)Reactive Cyanide	29)Zinc (WLT)	47)1,1 - Dichloroethylene	65)Nitrate Nitrogen as N (WLT)
12)Reactive Sulfide	30)Manganese (Total)	48)2,4 - Dinitrotoluene	66)Total Phenols (WLT)
13)Water Soluble Organic	31)Manganese (WLT)	49)Endrin	67)Fluoride as F- (WLT)
14)Water Soluble inorganic	32)Arsenic as As (WLT)	50)Hetachlor (and its epaoxide)	68)Total Fluoride as F-
15)Water soluble halides (as cl-)	33)Copper (Toatl)	51)Hexachlorobenzene	69)Total Chlorides as cl-
16)Total Cynides	34)Copper (WLT)	52)Hexachlorobutadiene	70)Total Sulphates as S
17)Extractable Organics	35)Chloroform	53)Hexachloroethane	
18)Lead (Total)	36)Carbon Tetra	54)Lindane	

A) Parameters to be analyzed for Finger Print analysis of WASTE:-

1) Physical State	5) pH at 28.6°C	9)Calorific Value	13) Other critical parameters
2)Color	6)Paint Filter Liquid Test	10)Flash Point	
3)Texture	7)Loss on Drying at 105°C	11)Reactive Cyanide	
4)Bulk Density	8)Loss on Ignition at 550°C (Dry Basis)	12)Reactive Sulfide	

10) Taxes / Levies:- All Government / Municipal / Panchayat Taxes / Duties/ Levies/ Octroi / Tolls etc, as applicable from time to time, will be borne and payable by GENERATOR.

For Shri Banke Bihari Enterprises

Partner

Amit

DECLARATION

We, M/s. **Shri Banke Bihari Enterprises** declare that based on our industry production and our annual projections we shall be disposing the following Hazardous Waste types to UPWMP. (Addl sheets could be used for multiple waste types)

- The Avg. Yearly generation of Hazardous Waste is expected as follows.

1. Avg. _____ MT per year of _____ type of Hazardous WASTE
2. Avg. _____ MT per year of _____ type of Hazardous WASTE
3. Avg. _____ MT per year of _____ type of Hazardous WASTE

-
- The Avg. monthly generation of Hazardous Waste is expected as follows.

1. Avg. _____ MT per month of _____ type of Hazardous WASTE.
2. Avg. _____ MT per month of _____ type of Hazardous WASTE.
3. Avg. _____ MT per month of _____ type of Hazardous WASTE

-
- The Total accumulated/stored/buried in pits Hazardous Waste from the period of _____ is approximately as follows which is being sent to disposal at UPWMP.

1. Approx. _____ MT of _____ type of Hazardous WASTE.
2. Approx. _____ MT of _____ type of Hazardous WASTE.
3. Approx. _____ MT of _____ type of Hazardous WASTE.

FOR M/s. **Shri Banke Bihari Enterprises**

(AUTHORISED SIGNATORY) GENERATOR, THE SECOND PART

For Shri Banke Bihari Enterprises

Partner

For Shri Banke Bihari Enterprises

Partner

Amit

759

IN THE NATIONAL GREEN TRIBUNAL AT NEW DELHI

CIVIL/ APPELLATE/ORIGINAL JURISDICTION

dt No. 269 of 2024

Samarvat

Petitioner (s)
Appellant (s)

VERSUS

State of UP

Respondent(s)
Appellant (s)

VAKALATNAMA

I/We

Anil Bansal Partner Sh Bankey

Pahari Enterprises Khastha 502/1 Sarangpur Jaisal
M Nafar

Petitioner(s)/ Respondent(s) in the above petition/Suit/Appeal/Reference do hereby appoint and retain Sh **I.K.KAPILA**, Advocateto act and appear for me/us in the above Suit/Appeal/Reference and on my/our behalf to conduct and prosecute (or defend) the same and all proceedings that may be taken in respect of any application connected with the same of any decree or order passed therein, including proceedings in taxation and application for Review, to file and obtain return of documents, and to deposit and receive money on my/our behalf in the said Suit/Appeal/Reference and in applications of Review, and to represent me/us and to take all necessary steps on my/our behalf in the above matter. I/We agree to ratify all acts done by the aforesaid Advocate in pursuance of this authority.

Dated this the 15th day of Sept 2024.

ACCEPTED



(I.K.KAPILA)

Advocate

D 082, DLF Capital Greens
New Delhi-110015



Petitioner(s)/Appellant(s)
/Respondent(s)