

218

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL, NEW DELHI

M.A. No. 70/2023

In

Original Application No. 105/2023

IN THE MATTER OF:

M.L. Dhiman

Applicant

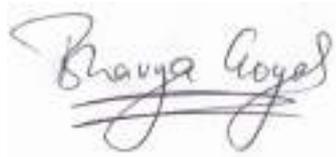
VERSUS

Punjab Pollution Control Board & 3 Others

Respondents

COUNTER AFFIDAVIT FILED BY THE 3rd RESPONDENT

Submitted through Counsel:



Dated: 24.01.2024

Bhavya Goyal, Advocate (D/1957/2014)

Place: New Delhi

4 (Rear Side), Central Lane, Bengali
Market, New Delhi – 110001

Email: goyal.bhavya@gmail.com

Mobile No. +91-9711600101

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL, NEW DELHI

M.A. No. 70/2023

In

Original Application No. 105/2023 IN

THE MATTER OF:

M.L. Dhiman

Applicant

VERSUS

Punjab Pollution Control Board & 3 Others

Respondents

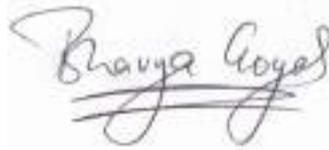
INDEX

Sl No.	Date	Description of Document	Page No.
1	24.01.2024	Counter Affidavit by 3rd Respondent	1 – 8
2	24.01.2024	Vakalatnama & Board Authorization	9 – 10
3	17.10.2023	Annexure 1 NCLT, New Delhi Order	11 – 49
4	12.01.2021	Annexure 2 NCLT, Chandigarh Order	50 – 74
5	24.01.2024	Annexure 3 Compliance chart	75 - 170
6	30.11.2023	Annexure 4 Restoration Order PPCB	171 - 172
7	20.12.2023	Annexure 5 Consent to operate U/S 21 of Air (Prevention & Control of Pollution) Act, 1981	173 – 175
8	20.12.2023	Annexure 6 Consent to operate U/S 25 of Water (Prevention & Control of Pollution) Act, 1974	176 - 178
9	02.01.2024	Annexure 7 Authorization under the Hazardous and Other Wastes	179 - 180

		(Management and Transboundary Movement) Rules, 2016	
--	--	--	--

FILED BY THE 3rd RESPONDENT

Submitted through Counsel:



Dated: 24.01.2024

Place: New Delhi

Bhavya Goyal, Advocate (D/1957/2014)

4 (Rear Side), Central Lane, Bengali
Market, New Delhi – 110001

Email: goyal.bhavya@gmail.com

Mobile No. +91-9711600101

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL, NEW DELHI

M.A. No. 70/2023

In

Original Application No. 105/2023 IN

THE MATTER OF:

M.L. Dhiman

Applicant

VERSUS

1. Punjab Pollution Control Board

Through its Member Secretary

Email: chairman.ppl.ppcb@punjab.gov.in/

mspcb@gmail.com/

ppcbsec_zpl@yahoo.com

Respondent No. 1

2. District Magistrate/ Deputy Commissioner

District Administrative Complex,

Sector- 76 SAS Nagar – 160055

Email: dc.mld@punjab.gov.in

Respondent No. 2

3. AKUMS Life Sciences Limited

(Now Known as Pure and Cure Healthcare Private Limited.)

Through its Incharge

Village Sundran, Tehsil Dera Bassi, District

Mohali, Punjab

Email: cs@akums.net

Respondent No. 3

4. State of Punjab

Through Additional Chief Secretary / Principal Secretary Department
of Environment, State of Punjab

Email: cs@punjab.gov.in

Respondent No. 4

COUNTER AFFIDAVIT BY THE 3rd RESPONDENT



[Handwritten Signature]

I, Mr. Shantanu the authorized representative of M/S AKUMS Life Sciences Limited (Now known as Pure and Cure Healthcare Private Ltd.) having its registered office at 305, Mohan Place, L.S.C., Block-C, Saraswati Vihar, Delhi - 110034; do hereby solemnly and sincerely affirm and under oath state as follows:

1. I am the duly authorized representative of the 3rd respondent company and have access to the books and records thereof. I am well acquainted with the facts of the case and capable of tendering this affidavit.
2. It is submitted that the Respondent No.3 which was formerly known as Akums Lifesciences Limited is now known as Pure and Cure Healthcare Private Limited, following the merger of Akums Lifesciences Limited and Pure and Cure Healthcare Private Limited vide order of the Hon'ble National Company Law Tribunal, New Delhi dated 17.10.2023. Accordingly, the Respondent No.3 or Akums Lifesciences Limited shall be called as Pure and Cure Healthcare Private Ltd. The aforesaid order of Hon'ble National Company Law Tribunal, New Delhi dated 17.10.2023 has been attached and marked as Annexure - 1.
3. It is submitted that the information contained the application filed before this Hon'ble Tribunal is very limited in nature and misses out on certain crucial facts and information which is necessary for its proper adjudication.



Shantanu

4. That the brief facts of the matter are as under:

- a. The concerned industrial unit situated at Village Sundran, Tehsil Dera Bassi, District Mohali, Punjab now (2021) owned and managed by the Respondent No. 3 was earlier (1996 – 2021) owned and managed by M/S Parabolic Drugs Limited.
- b. That the said M/S Parabolic Drugs Limited went into insolvency vide Orders dated 23.08.2018 passed the Hon'ble National Company Law Tribunal (NCLT), Chandigarh bench in application (IB) no. 102/2017 filed on behalf of an Operational Creditor i.e., Weather Maker Pvt. Ltd. It is also pertinent to mention here that the erstwhile directors of M/S Parabolic Drugs Limited have been arrested by Enforcement Directorate under the provisions of PMLA and they are currently behind bars.
- c. That from October 2018 till January 2021, the Interim Resolution Professional / Resolution Professional were managing the affairs of M/S Parabolic Drugs Limited and thereby managed the concerned industrial unit.
- d. That vide orders 12th January 2021 Hon'ble NCLT, Chandigarh was pleased to approve the Resolution Plan filed by Akums Drugs and Pharmaceuticals Limited. That consequent to the approval of the Resolution Plan by the Hon'ble NCLT, Chandigarh, the name of Parabolic Drugs Limited was changed to Akums Lifesciences Limited



vide Certificate of Incorporation pursuant to change of name dated 23.02.2021. The aforesaid order dated 12th January 2021 passed by the Hon'ble NCLT, Chandigarh have been annexed herewith and marked as ANNEXURE 2.

- e. That the new management namely Akums Drugs and Pharmaceuticals Limited is an industry leader which manufactures approximately 12.5% of the total drugs and pharmaceuticals manufactured in the country and operates more than 15 industrial units with have a good track record including the environmental compliances.
- f. That the Respondent No. 3 effectively took control of the concerned industrial unit situated at Village Sundran, Tehsil Dera Bassi, District Mohali, Punjab in March 2021. However, the concerned industrial unit was in a dilapidated condition, back then.
- g. That the Respondent No. 3 has been tirelessly improving the conditions of the concerned industrial unit day in and day out by taking various measures like upgrading machinery, implementing SOPs and maintaining various compliances.
- h. That the Respondent No. 3 has invested more INR 600 crores for improving the conditions of the concerned industrial unit. Despite its best efforts, the process for turning around such a large industry has been a time-consuming process.
- i. That the concerned industrial unit employs 700 personnel directly and



[Handwritten Signature]

approximately 250 personnel indirectly. Thereby providing employment to a large population. It is also pertinent to mention that keeping the concerned industrial unit shut would have had a significant impact on the local as well as the national economy.

- j. That the Respondent No. 3 is duty bound and committed to fully comply with the provisions of the Environment Protection Act, 1986; the Air (Prevention & Control of Pollution) Act, 1981 and the Water (Prevention & Control of Pollution) Act, 1974.
5. That following the action taken report submitted by the Punjab Pollution Control Board before this Hon'ble Tribunal on 11.05.2023. The Respondent No. 3 has not left any stone unturned and has made best possible and sincere efforts to make the concerned industrial unit fully compliant with the environment protection laws and the directions of the Punjab Pollution Control Board. Detailed chart showing the compliance on behalf of the Respondent No. 3 has been annexed herewith and marked as **ANNEXURE 3**.
6. That pursuant to the aforesaid efforts on behalf of the Respondent No. 3, the Punjab Pollution Control Board has vide its orders dated 30.11.2023 has restored the electricity connection of the concerned industrial unit. A copy of the aforesaid orders dated 30.11.2023 has been annexed herewith and marked as **ANNEXURE 4**.



A handwritten signature in black ink, appearing to be 'A. K. Singh'.

10. That the OA No. 105/2023 has already been disposed off by this Hon'ble Commission vide its orders dated 16.03.2023 and a copy of the said OA has not been provided to the Respondent No. 3 by the Registry along with the Notice. Therefore, the Respondent No. 3 is unable to submit any response to the said original application. However, the Respondent No. 3 craves the leave of this Hon'ble Tribunal to submit a response to the said OA at an appropriate stage.

11. It is submitted that the Respondent No. 3 has been complying with all directions issued by PPCB. The Respondent No. 3 is not guilty of any acts pausing or contributing to pollution. The Respondent No. 3 has all the necessary consents and permissions to operate the industrial unit. City submitted that the above OA has been filed with reasons best known to the applicant. There is no cause of action against the Respondent No. 3.

12. It is submitted that the Respondent No. 3 craves leave of this Hon'ble Tribunal to raise additional counter in the course of proceedings if required.

In the above circumstances, it is only prayed that this Hon'ble Tribunal may be pleased to exempt the Respondent No. 3 in M.A. No 70 of 2023 arising out of OA No. 105 of 2023. Or pass any other order as this Hon'ble Tribunal may deem fit and proper in the facts and circumstances of this case.



A handwritten signature in black ink, appearing to read "Dimple Singh".

Solemnly affirmed at New Delhi on this 24th day of January, 2024 and signed in my presence.

VERIFICATION

Shavya Goyal
Advocate (D-1957/2013)
Mobile No.: 9711600101

I, Mr. Shantanu the authorized representative of M/S AKUMS Life Sciences Limited (Now Known as Pure and Cure Healthcare Private Ltd.) do hereby verify that the contents of this counter affidavit are based on records and information of the Respondent No. 3 and are true to the best of my knowledge and belief.

Identify the Deponent/Executant
Shavya Goyal
Advocate (D-1957/2013)
Mobile No.: 9711600101

Verified on the 24th day of January 2024 at New Delhi.

DEPONENT



ATTESTED

NOTARY PUBLIC
DELHI (INDIA)
24 JAN 2024



0050339

IN THE COURT OF NATIONAL GREEN TRIBUNAL, NEW DELHISuit / Appeal No. M.A. NO. 70/2023 JURISDICTION of 20/23

In re :-

M. L. DHIMAN Piff / Appt. / Petitioner / Complainant**VERSUS**PUNJAB POLLUTION CONTROL BOARD & 3 OTHERS Dfndt. / Respt. / AccusedKNOW ALL to whom these present shall come that I/We M/S AKUMS Life Sciences Limited (Now Known as Pure and Cure Healthcare Private Ltd.)The above named RESPONDENT NO. 3 do hereby appoint

Mr. Bhavya Goyal, Advocate (D-1957/2014)
 4 (Rear Side), Central Lane, Bengali Market, New Delhi - 110001
 Mobile Number: -91-9711500101
 Email: goyal.bhavya@gmail.com

(herein after called the advocate) to be my/our Advocate in the above-noted case 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 subjects 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 cases 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 money, cheques, cash and grant receipts hereof and to do at 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 purposes

And I/We the undertake that I/We or my/our duly authorized agent would appear in court on all hearings and will inform the Advocate for appearance when the case is called

As I/We 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 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 the fee is paid, I/We will not be entitled for the refund of the same in any case whatsoever and if the case protracts for more than 3 years the original fee shall be paid again by me/us

IN WITNESS WHERE OF I/We do hereunto set my/our hand to these presents the contents of which have been understood by me/us on this day
 of January, 2022

Accepted subject to the terms of the fees

Advocate

Bhavya Goyal
 Advocate (D-1957-2014)
 Mob/In No.: 9711500101

Client

Client

PURE & CURE HEALTHCARE PRIVATE LIMITED

CIN: U24232DL2005PTC266385

Regd. Office: 305, MOHAN PLACE, L.S.C., BLOCK-C, SARASWATI VIHAR, DELHI-110034

Email id: dharamvir.malik@akums.net; Phone No: 011- 69041000

10

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF PURE AND CURE HEALTHCARE PRIVATE LIMITED HELD ON 27TH OCTOBER, 2023 AT DELHI

AUTHORISATION FOR LEGAL SUITS

"RESOLVED THAT in supersession to earlier resolutions passed in this regard Mr. Gopi Nath Sahu, Mr. Satya Prakash, Mr. Himanshu Saxena and Mr. Rama Shanker, Directors of the Company, Mr. Sanjeev Jain, Mr. Sandeep Jain, Mr. D.C Jain, Ms. Arushi Jain, Mr. Sumeet Sood, Mr. Sanjay Rai, Mr. Ankit Sharma, Mr. Harshvardhan Garg, Ms. Shruti Dhingra, Mr. Shantanu and officer / authorized signatory of the Company, be and are hereby severally authorized to institute, file, pursue, execute any suit, application, complaint or any other proceedings including evidence in any court, tribunal or authority in respect of or matters arising out of company's business and for this purpose to sign, execute, institute, attest, amend, pursue, defend, withdraw & compromise any complaint, suit, application, petition, appeal, affidavit or other documents that may be necessary and to verify the same, to issue and accept service of notice by the Company, and to defend any suit or other proceedings that may be filed by or against the Company and to appoint advocate, counsel, arbitrator, solicitor, agent, authorized by authority letter or power of attorney to some other person(s) for the aforementioned purposes; and generally to do all other acts and things necessary in relation to the matter(s) as stated above.

RESOLVED FURTHER THAT Mr. Akshay Surya, Mr. Mohit Vashisht, Mr. Raman Yadav, Mr. Khyali Dutt Sharma and Mr. Samandar Singh Dhakad officers/ Authorized Signatories of the Company be and are hereby severally authorized to pursue & defend any suit, application, complaint or any other proceedings including evidence in any court, tribunal or authority in respect of or matters arising out of company's business and for this purpose to sign documents that may be necessary; and that may be filed by or against the company and to preserve the interests of the Company in the best possible manner.

RESOLVED FURTHER THAT authority to any of the persons under this item of agenda shall be valid, if and so long as the person(s) is in the employment or authorized signatory of the Company".

Certified True Copy

For Pure and Cure Healthcare Private Limited

Pure and Cure Healthcare Pvt. Ltd.



Gopi Nath Sahu Director

Director

DIN: 02877564

NATIONAL COMPANY LAW TRIBUNAL
NEW DELHI BENCH, COURT-II

COMPANY PETITION NO. (CAA)-07(ND)/2023
CONNECTED WITH
COMPANY APPLICATION NO. CA (CAA)-93(ND)/2022

IN THE MATTER OF SCHEME OF AMALGAMATION:

AMONGST

Akums Lifesciences Limited

**... Non-Petitioner/
Transferor Company**

AND

Pure and Cure Healthcare Private Limited

**... Petitioner/
Transferee Company**

AND

Their Respective Shareholders And Creditors

Order Delivered on: 17.10.2023 1455

Section: 230 to 232 of the Companies Act, 2013

Date of Presentation
Application for Copy 19/10/23
No. of Pages 14
Copying Fee 5 Per Page
Registration & Postage Fee
Total ₹ 1000

CORAM:

SH. ASHOK KUMAR BHARDWAJ, HON'BLE MEMBER (J)

SH. L. N. GUPTA, HON'BLE MEMBER (T)

Date of Receipt &
Record of Copy
Date of Preparation of Copy 20/10/2023
Date of Delivery of Copy 20/10/2023

PRESENT:

For the Petitioner

: Sr. Adv. P. Nagesh, Adv. Saurabh Kalia, Adv. S. Shiva, Adv. Suman Kumar Jha, Adv. Abhay K. Das

For the RD

: Adv. Shankari Mishra

For the OL

: Ms. Hemlata Rawat

For the IT Department

: Mr. Sunil Agarwal Sr. St. Counsel, Mr. Shivansh B Pandya Jr. St. Counsel, Adv. Utkarsh Tiwari

(PD) 20.10.23
DD/DR/AR/Court Officer
National Company Law Tribunal



ORDER

PER: SH. ASHOK KUMAR BHARDWAJ, MEMBER (J)

The captioned Petition has been preferred under Section 230 to 232 of Companies Act, 2013 read with the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 for approval of the Scheme of Arrangement (hereinafter referred to as '**Scheme**' for brevity), by the Company namely Pure and Cure Healthcare Private Limited viz. Transferee Company. The copy of the Scheme has been placed on record. The details of the Companies proposed to be amalgamated, as placed on record, are given in the following paragraphs.

2. Akums Lifesciences Limited (hereinafter referred to as "the Non-Petitioner/Transferor Company") having CIN U24231CH1996PLC017755 is a public limited company incorporated on 22.02.1996 under the provisions of Companies Act, 1956. The Transferor Company was originally incorporated under the name of "*Parabolic Drugs Limited*" and its shares were listed with both BSE and NSE. Corporate Insolvency Resolution Process (CIRP) was initiated against the Transferor Company vide order dated 30.08.2018 passed by Chandigarh Bench of this Tribunal in terms of the provisions of Insolvency and Bankruptcy Code, 2016 (IBC). Subsequently, Akums Drugs and Pharmaceuticals Limited had submitted a Resolution Plan which was approved by the CoC. The application filed under Section 30(6) of IBC, 2016 for approval of the plan was allowed by Chandigarh Bench of this Tribunal vide its order dated 12.02.2021. Thus, the Transferor Company became the



wholly-owned subsidiary company of Akums Drugs and Pharmaceuticals Limited and from 23.02.2021, and the Transferor Company's name was changed from "*Parabolic Drugs Limited*" to "*Akums Lifesciences Limited*". Subsequently, in terms of the approved Resolution Plan and as per Regulation 3(3)(a) of the Securities and Exchange Board of India (Delisting of Equity Shares) Regulations, 2009, the Transferor Company had applied for delisting of its equity shares from BSE and NSE both vide letter dated 04.08.2021 which confirmed delisting of its equity shares with effect from 11.08.2021. The registered office of the Transferor Company is presently situated at Godrej Eternia, E3H, 3rd Floor, Tower B, Commercial Complex, Industrial Plot No. 70, Phase-I, Chandigarh-160002. The Authorised Share Capital of the Transferor Company is Rs. 72,00,00,000/- and its Paid-up share Capital is Rs. 5,00,00,000/-.

3. Pure and Cure Healthcare Private Limited (hereinafter referred to as "the Petitioner/Transferee Company") having CIN U24232DL2005PTC266385 is a private limited company incorporated on 13.09.2005 under the provisions of the Companies Act, 1956 in the name and style of "*Pure and Cure Healthcare Private Limited*". The registered office of the Transferee Company is situated at 305, Third Floor, C-Block, Mohan Place, Saraswati Vihar, New Delhi-110034. The Authorised Share Capital of the Transferee Company is Rs. 2,50,00,000/- and its Paid-up share Capital is Rs. 2,50,00,000/-.

4. As has been noted hereinabove, the present Petition has been filed by the Transferee Company. The Registered office of the Transferee Company being in Delhi, it is amenable to the territorial jurisdiction of this Bench. The



territorial jurisdiction qua the Transferor Company lies with Chandigarh Bench of this Tribunal. Thus, the present order would be confined to Transferee Company.

5. From the records, it is seen that the First Motion Application was filed by the Petitioner Company for seeking directions for dispensing with the meeting of Equity Shareholders, Secured Creditors and convening the meeting of the Unsecured Creditors of the Company. This Tribunal in the First Motion Application bearing no. C.A.(CAA) 93/ND/2022, passed Order dated 18.11.2022, had dispensed with the requirement of convening the meetings of the Equity Shareholders and Secured Creditors and ordered meeting of the Unsecured Creditors of the Company to be convened, wherein the Chairman was directed to submit his report regarding the result/outcome of the details of voting on proposed Scheme of the Petitioner Company.

6. The Appointed date as per clause 1.4 of the proposed Scheme of Arrangement is 01.04.2022.

7. Second Motion Petition was moved by the Petitioner Company in connection with the Scheme of Arrangement seeking issuance of notice to Regional Director (Northern Region), Registrar of Companies (NCT of Delhi and Haryana) and Income Tax Department, dispensing with requirement of serving notice of the Petition upon the Official Liquidator in view of the fact that the Petitioner Company is the Transferee Company which would continue to be in existence even after the effectiveness of the Scheme, issuance of a direction for publication of notice in "Financial Express" (English, Delhi





Edition) and "Jansatta" (Hindi, Delhi Edition) newspapers under Rule 16 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016. The final relief sought in the petition is to sanction the Scheme of Arrangement/Amalgamation so as to be binding on all shareholders and creditors of the Petitioner Company and for passing an order that the entire business and whole of the undertaking(s), properties and liabilities of the Transferor stand transferred and vested in and/or deemed to be transferred to and vested in the Transferee Company as a going concern so as to become the undertaking(s), properties and liabilities of the Transferee Company. The Petitioner Company has also sought issuance of direction that proceedings pending, if any, against the Non-Petitioner Company (Transferor Company) be continued against the Petitioner Company (Transferee Company) in accordance with the provisions of the Scheme of Arrangement for Amalgamation and subject to and without prejudice to the Resolution Plan approved by the Chandigarh Bench of this Tribunal vide its order dated passed in C.A. No. 389/2019 and CP(IB) No. 102/CHD/2018.

8. Apparently in terms of the Order dated 30.01.2023 passed by this Tribunal, directions were issued, requiring the Petitioner Company to serve notice upon the Income-Tax Authorities, the Reserve Bank of India, the Registrar, respective Stock Exchanges, the Competition Commission of India and other sectoral regulators or authorities and also to carry out necessary publication with regard to the said Scheme in two nationalised newspapers, one in vernacular and another one in English. As can be seen from record, the Petitioner Company, in compliance of the above stated directions, filed an Affidavit dated 07.03.2023 regarding service of notice of hearing of the Petition



upon all the concerned authorities and also publication of the notice of the present petition in "Financial Express" (English, Delhi Edition) and "Jansatta" (Hindi, Delhi Edition) made on 09.02.2023. It is also seen that the Petitioner Company in its affidavit has stated that the requirement to serve notice upon the Reserve Bank of India (RBI) (in view of Para 4 of RBI Circular No. DNBS.CO. PPD.ROC No. 3/33.08.001/2017-18 dated 02.01.2018), Competition Commission of India (CCI) (in view of Regulation 4 of CCI (Procedure in regard to the transaction of business relating to combinations) Regulations, 2011 and Clause 9 of Schedule I of the said Regulation) and stock exchange (in view of fact the Petitioner Company is an unlisted company) and obtaining observation/comments/non-objection from the aforesaid authorities is not required.

9. The Registrar of Companies (RoC) filed its report dated 28.02.2023 and has made observations which reads thus:

1. As per annexure-I of Auditor Report for the year ended 31.03.2022 statement of arrears of statutory dues outstanding more than 6 month and on account of any disputes has been given.
2. Refer to clause 2 (2.2) of Part IV of the scheme, the Transferee Company may kindly be directed to comply with the provision of section 232(3)(i) of the Companies Act, 2013 in regard to fee payable on its revised authorized share capital, if applicable.
3. The valuer and the advisor of the proposed Scheme is same viz. Corporate Professionals. However, as per Model Code of conduct for Registered Valuer under Companies (Registered Valuers & Valuation), Rules, 2017, independence of the registered valuer is to be ensured. Therefore, the Model Code of conduct for Registered valuer is not being followed."



10. The Regional Director (RD) also filed its report dated 06.03.2023 and sought clarification from the company with regards the observations made by RoC in its report and made following observation:-

"i. Inspection u/s 206(5) of the Companies Act, 2013 was ordered in the matter of (Transferor Company) Parabolic Drugs Limited (now known as Akums Lifesciences Limited) by the Ministry vide letter no. 7/227/2018/CI-II(NR) dated 10.12.2018 to the deponent. Inspection report u/s 208 of the Companies Act, 2013 was submitted to the Ministry on 20.10.2022 to which Instructions from Ministry is still awaited. Further, Parabolic Drugs Limited has been acquired by the resolution applicant under IBC code 2016. Thus, terms of the resolution are not in the knowledge of the deponent.

11. It can be seen from record that the Petitioner Company filed its reply dated 10.03.2023 to the report of the RD dated 06.03.2023 and submitted that the RD has not made any adverse observation in respect of the said Scheme of Arrangement. Nevertheless, for the observation made by the RD inter alia relating to inspection under Section 206(5) of the Companies Act, against the erstwhile management of the Transferor Company i.e. Parabolic Drugs Limited (now known as Akums Lifesciences Limited), the Petitioner Company has clarified that the query raised by the RD pertains to the Transferor Company and has further submitted that the Transferor Company responded to the said query which has been duly taken on record by the Chandigarh Bench of this Tribunal while considering the application of the Transferor





Company. The Transferee Company has espoused that as per provisions of Section 32A of the Insolvency and Bankruptcy Code, 2016, the liabilities of the Transferor Company for any offence committed prior to commencement of CIRP ceased and since the inspection under Section 206 of the Companies Act, 2016 was ordered in respect of Transferor Company on 10.12.2018 i.e. prior to the commencement of CIRP, all the prosecution/proceedings that were initiated or pending against the Transferor Company stood extinguished. As has been mentioned in report of RD, the Transferee Company also submitted its clarification regarding the observations made by the RoC in its report. The reports of RD/RoC and response thereto by the Petitioner Company leads to following conclusion:-

- i. Regarding the statement of arrears of statutory dues, the Transferee Company has submitted that the statement of arrears of statutory dues outstanding for more than six months as mentioned in Para vii(a) of Annexure 1 of Auditor's report are the Advance Tax which are undisputed and since the Transferee Company will continue as a going concern, it would be able to pay the advance tax as per provisions applicable to it.
- ii. Regarding the compliance of provisions of Section 232(3)(i) of the Companies Act, the Transferee Company has submitted that it will comply with the said provision and also the provision of Clause 2.2 of Part IV of the Scheme of Arrangement. The Transferee Company has further



submitted that the compliance of provisions of Section 232(3)(i) of the Companies Act is required to be made subsequent to sanction of the scheme and that the fee and duty paid on Authorised Share Capital of the Transferor Company shall be set off against the fee payable on Authorised Share Capital of the Transferee Company.

- iii. Regarding the independence of Registered Valuer viz. Corporate Professionals Valuation Services Private Limited, the Transferee Company has explained that neither the Registered Valuer nor any of the current directors/former directors of the Registered Valuer are/were connected/associated with its law firm i.e. Corporate Professionals, Advisors and Advocates in any manner. It is further clarified that Corporate Professionals-Advisors & Advocates and Corporate Professionals Valuation Services Private Limited are two independent entities and are not connected to each other. The Valuer has also given its undertaking that valuator is not connected with Corporate Professionals-Advisors & Advocates in any capacity and therefore the independence of Valuer is not affected and is not in violation of model code of conduct specified for the Registered Valuers under the Companies (Registered Valuers and Valuation) Rules, 2017.

12. As can be seen from record, the Official Liquidator on 02.06.2023 made a statement that no comments with respect to Transferee Company are required from the OL.



13. It is borne out of the record that the Income Tax Department filed its report dated 13.03.2023 under Section 230(5) of the Companies Act, 2016 read with Rule 8 of the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 stating therein that there is a combined outstanding Income-tax demand of Rs. 79,12,68,607/- and pending assessment proceedings for A.Y. 2018-19 against Transferor Company; and an outstanding Income-tax demand of Rs. 72,29,035/- in case of Transferee Company. It has further submitted that in view of Hon'ble Supreme Court judgment in **Department of Income Tax vs. Vodafone Essar Gujarat Ltd.** (2015) 16 SCC 629, the sanction of proposed Scheme shall not prejudice any rights of the Income Tax Department as is available under the Income Tax Act, 1961.

14. The Transferee Company has duly filed its reply dated 14.03.2023 to the report of Income Tax Department and submitted that Clause 8(iv) of Part III of the Scheme of Arrangement provides that all taxes payable by the Transferor Company will be transferred to Transferee Company and Clause 8(vii) stipulates that tax proceedings will not be prejudicially affected by reason of the amalgamation. It further submitted that the outstanding Income Tax demand of Rs. 72,29,035/- in respect of Transferee Company and the demands with respect to Transferor Company will be paid by the Transferee Company in normal course of business in accordance with law including Income Tax Act, 1961.



15. As can be seen from record, in terms of order of this Tribunal dated 22.09.2023, the Ld. Counsel appearing for RD submitted that it has no objection to approval of proposed Scheme subject to compliance of undertaking given by the Petitioner Company in Para 5(ii)(e) of its affidavit dated 10.03.2023. Subsequently, the Jurisdictional Assessment Officer (ITO) also submitted its non-objection in view of undertaking given by the Petitioner Company in Para 5(h) of affidavit dated 14.03.2023. The Income Tax Department has also submitted it has no serious objection to approval of the proposed Scheme.

16. In view of the foregoing facts and discussion and upon considering the approval accorded by the Members of the Petitioner Company to the proposed Scheme **the sanction is hereby granted to the Scheme of Arrangement proposed by the Petitioner Company under Section 230 to 232 of the Companies Act, 2013, subject to fulfilment of following conditions:-**

- (i) the Transferee Company shall meet all the statutory demands particularly the outstanding Income Tax demand of Rs. 79,12,68,607/- against the Transferor Company and of Rs. 72,29,035/- against the Transferee Company;
- (ii) the Transferee Company shall comply with the provisions of Section 232(3)(i) of the Companies Act, 2013.

17. The sanctioned Scheme of Arrangement shall be binding on the Transferor Company and Transferee Company and their Shareholders and Creditors. The Petitioner Company shall remain bound to comply with the statutory requirements in accordance with law.



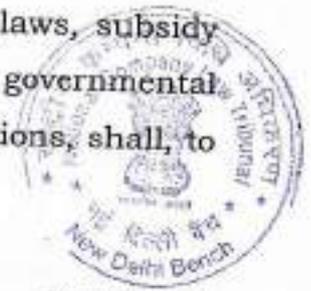


18. Notwithstanding the above, if there is any deficiency found or violation committed qua any enactment, statutory rule or regulation, the sanction granted by this Authority to the Scheme will not come in the way of action to be taken, albeit, in accordance with law, against the concerned persons, Directors and Officials of the Petitioner Company.

19. While approving the Scheme as above, it is clarified that this Order should not be construed as an order in any way granting exemption from payment of Stamp Duty, Taxes or other statutory dues, if any, and payment in accordance with law or in respect to any permission/compliance with any other requirement, which may be specifically required under any law. Further the approval of the Scheme would in no manner affect the tax treatment of the transactions under the Income Tax Act, 1961 or serve as any exemption or defence for the Petitioner Company against tax treatment in accordance with the provisions of Income Tax Act, 1961.

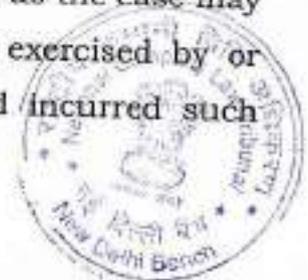
20. **THIS TRIBUNAL FURTHER DIRECTS** with respect to Transferee Company that:

- (i) Upon the sanction becoming effective from the appointed date of amalgamation i.e., 01.04.2022, the Transferor Company shall stand dissolved without undergoing the process of winding up.
- (ii) All benefits, entitlements, incentives and concessions under incentive schemes and policies that the Transferor Company are entitled to including under Customs, Excise, Service Tax, VAT, Sales Tax, GST and Entry Tax and Income Tax laws, subsidy receivables from Government, grant from any governmental authorities, direct tax benefit/exemptions/ deductions, shall, to



the extent statutorily available and along with associated obligations, stand transferred to and be available to the Transferee Company as if the Transferee Company was originally entitled to all such benefits, entitlements, incentives and concessions;

- (iii) All contracts of the Transferor Company, which are subsisting or having effect immediately before the Effective Date, shall stand transferred to and vested in the Transferee Company and be in full force and effect in favor of the Transferee Company and may be enforced by or against it as fully and effectually as if, instead of the Transferor Company, the Transferee Company had been a party or beneficiary or obliged thereto;
- (iv) All the employees of the Transferor Company shall be deemed to have become the employees and the staff of the Transferee Company with effect from the Appointed Date, and shall stand transferred to the Transferee Company without any interruption of service and on the terms and conditions no less favorable than those on which they are engaged by the Transferor Company, as on the Effective Date, including in relation to the level of remuneration and contractual and statutory benefits, incentive plans, terminal benefits, gratuity plans, provident plans and any other retirement benefits;
- (v) All liabilities of the Transferor Company, shall, pursuant to the provisions of section 232(4) and other applicable provisions of the Company Act, 2013, to the extent they are outstanding as on the Effective Date, without any further act, instrument or deed stand transferred to and be deemed to be the debts, liabilities, contingent liabilities, duties and obligations etc. as the case may be, of the Transferee Company and shall be exercised by or against the Transferee Company, as if it had incurred such liabilities.



- (vi) All proceedings now pending by or against the Transferor Company be continued by or against the Transferee Company.
- (vii) The Income Tax department is permitted to retain its recourse for recovery in respect of demand and any other future liabilities of the transferor Company and the transferee company, in respect of the assets sought to be transferred under the proposed scheme.
- (viii) That any person interested shall be at liberty to apply to this Tribunal in the above matter for any directions that may be necessary.

21. The conditions stipulated in para 16 shall be complied with within 3 months. The Petitioner Company shall within thirty days of the date of the receipt of this Order or on sanction of the Scheme with respect to Transferor Company, whichever is later, cause a Certified Copy of this Order to be delivered to the Registrar of Company for registration and on such Certified Copy being so delivered, the Transferor Company shall be dissolved and the Registrar of Company shall place all documents relating to the Transferor Company on the file kept by him in relation to the Transferee Company and the files relating to the Petitioner Company shall be consolidated accordingly.

22. **The Company Petition stands allowed in respect of Transferee Company only** on above terms. Let the copy of the order be served to the parties.

Sd/-

(L. N. GUPTA)
MEMBER (T)



Sd/-

(ASHOK KUMAR BHARDWAJ)
MEMBER (J)

DD/DR/AR/Court Officer
National Company Law Tribunal
New Delhi

1455
Date of Presentation of application for Copy 19/10/23
No. of Pages 14
Stamping Fee 512.8922
Registration Fee 1000
Date of Receipt & Date of Preparation of Copy 20/10/2023
Date of Delivery of Copy 20/10/2023

PK
20/10/23

Deputy Registrar
National Company Law Tribunal
Page 14 of 14
CGO Complex, New Delhi-110003

ANNEXURE - P/1

039

SCHEME OF ARRANGEMENT

FOR REORGANISATION OF THE SHARE CAPITAL OF AKUMS LIFESCIENCES LIMITED

1455

**AND AMALGAMATION OF
AKUMS LIFESCIENCES LIMITED
("TRANSFEROR COMPANY")**

Date of Presentation of application for Copy..... 19/10/23
No. of Pages..... 24
Copying Fee..... 5 Rs. 109.21
Registration & Postage Fee.....
Total ₹..... 1000
Date of Receipt & Record of Copy.....
Date of Preparation of Copy..... 20/10/2023
Date of Delivery of Copy..... 20/10/2023

AND

**PURE AND CURE HEALTHCARE PRIVATE LIMITED
("TRANSFeree COMPANY")**

AND

THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS

20.10.23
DD/DR/AR/Court Officer
National Company Law Tribunal
New Delhi

UNDER THE PROVISIONS OF SECTION 230 TO 232 OF THE COMPANIES ACT, 2013

CERTIFIED TRUE COPY

Pure and Cure Healthcare Pvt. Ltd.

[Signature]
Director



PARTS OF THE SCHEME

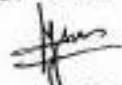
040

This Scheme is divided into the following parts:

1. **Part I:**
This part of Scheme contains general provisions applicable as used in this Scheme including Definitions and Capital Structure of the Companies;
2. **Part II:**
This part of Scheme deals with the Reorganization of the Share Capital of Akums Lifesciences Limited in accordance with the provisions of Section 230-232 read with section 66 and 52 of the Companies Act, 2013 and the Rules framed thereunder.
3. **Part III:**
This part of Scheme deals with Amalgamation of Akums Lifesciences Limited ('Transferor Company') with Pure And Cure Healthcare Private Limited ('Transferee Company') pursuant to present scheme in accordance with the provisions of Section 230 – 232 of the Companies Act, 2013 read with Companies (Compromises, Arrangements and Amalgamations) Rules, 2016.
4. **Part IV:**
This part of Scheme deals with the Accounting Methodology adopted for the reorganisation of capital of the Transferor Company and for the Amalgamation.
5. **Part V:**
This part of Scheme contains miscellaneous provisions i.e. application/petition to Hon'ble National Company Law Tribunal ("NCLT") of relevant jurisdictions and conditionality of Scheme.

CERTIFIED TRUE COPY

Pure and Cure Healthcare Pvt. Ltd.


Director



**SCHEME OF ARRANGEMENT
FOR REORGANISATION OF THE SHARE CAPITAL OF AKUMS LIFESCIENCES LIMITED
AND
AMALGAMATION
OF
AKUMS LIFESCIENCES LIMITED
("TRANSFEROR COMPANY")
AND
PURE AND CURE HEALTHCARE PRIVATE LIMITED
("TRANSFeree COMPANY")
AND
THEIR RESPECTIVE SHAREHOLDERS AND CREDITORS
UNDER THE PROVISIONS OF SECTION 230 TO 232 OF THE COMPANIES ACT, 2013**

PREAMBLE

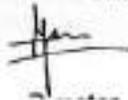
A. AN OVERVIEW OF SCHEME OF ARRANGEMENT

This Scheme of Arrangement is presented under the provisions of Section 230 - 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013 read with Companies (Compromises, Arrangements and Amalgamations) Rules, 2016 before the National Company Law Tribunal of relevant jurisdiction, for reorganisation of the Share Capital of Akums Lifesciences Limited and the Amalgamation of Akums Lifesciences Limited ('Transferor Company') with Pure And Cure Healthcare Private Limited ('Transferee Company').

B. BACKGROUND AND DESCRIPTION OF COMPANIES

1. Akums Lifesciences Limited (herein after also referred to as 'ALL' or 'Transferor Company'), bearing CIN U24231CH1996PLC017755 was incorporated on 22nd February, 1996 under the provisions of Companies Act, 1956 as a public limited company with the name & style of Parabolic Drugs Limited and the shares of the Transferor Company were listed on both BSE and NSE. Further, the Transferor Company was admitted to the Corporate Insolvency Resolution Process (CIRP) vide order of the Adjudicating Authority dated 30th August, 2018 under the provisions of the IBC, 2016. Pursuant to the initiation of the CIRP and owing to the enormous potential for greater synergies and value enhancement for all stakeholder, Akums Drugs And Pharmaceuticals Limited submitted its resolution plan for the resolution of the Transferor Company and was selected as the highest compliant resolution applicant by the committee of creditors constituted under the IBC, 2016. Such resolution plan for the Transferor Company was subsequently approved by the Adjudicating Authority vide order dated 12th January, 2021 and thus, the Transferor Company became a wholly-owned subsidiary company of Akums Drugs And Pharmaceuticals Limited. Subsequently, on 23rd February, 2021, the name of the company was changed from Parabolic Drugs Limited to Akums Lifesciences Limited. Also, pursuant to resolution plan approved by Hon'ble National Company Law Tribunal (NCLT), Chandigarh Bench vide its order dated 12th January, 2021, under section 31 of the IBC, 2016 read with sub-regulation (3)(a) of regulation 3 of Securities and Exchange Board of India (Delisting of Equity Shares) Regulations, 2009, the Transferor Company had applied for delisting of its equity shares from both the stock exchanges and accordingly, both the stock exchanges vide their respective letter dated 4th August, 2021 confirmed the delisting of the equity shares of the Transferor Company with effect from 11th August, 2021. The Registered office of the Transferor Company is presently situated at Godrej Eternia, E3H, 3rd Floor, Tower B, Commercial Complex, Industrial Plot No.70, Phase-I, Chandigarh - 160002.
Pure and Cure Healthcare Pvt. Ltd.

CERTIFIED TRUE COPY





2. Pure and Cure Healthcare Private Limited (herein after also referred to as 'PCHPL' or 'Transferee Company') bearing CIN U24232DL2005PTC266385 was incorporated on 13th September, 2005 as a private limited company under the provisions of Companies Act, 1956 with the name & style of Pure & Cure Healthcare Private Limited. On 15th March, 2014, the registered office of the Transferee Company was confirmed to be shifted from the State of Uttar Pradesh to New Delhi. The registered office of the Transferee Company is presently situated at 305, Third Floor, C-Block, Mohan Place, Saraswati Vihar, New Delhi- 110034.

C. RATIONALE FOR THE SCHEME OF ARRANGEMENT

- The Transferor Company is a research-based firm specialized in the development, manufacturing & sale of Active Pharmaceutical Ingredients (API) and API intermediates. On the other hand, the Transferee Company is engaged in the manufacturing of pharmaceutical products (Non-Beta Lactam) Oral Solid Dosage, Injectables & Dermatology Formulations.
- Since the APIs manufactured by the Transferor Company are used as inputs in the formulations manufactured by the Transferee Company, the proposed amalgamation of the Transferor Company with the Transferee Company will lead to easy availability of the APIs for the manufacturing of formulations by the Transferee Company which will result in backward integration in the business supply chain of the Transferee Company and also lead to smooth business operations of the Transferee Company.
- Apart from the above, the Transferor Company and Transferee Company are wholly owned subsidiaries of Akums Drugs And Pharmaceuticals Limited and managed by same set of management, hence, after consolidation of both the companies in a single entity, management would be able to effectively manage the Transferor Company and Transferee Company as a single entity, which will provide several benefits including streamlined group structure by reducing the number of legal entities involved in the supply chain, reducing the multiplicity of legal and regulatory compliances, rationalizing costs.
- The amalgamation will contribute in furthering and fulfilling the objectives and business strategies of both the companies thereby accelerating growth, expansion and development of the respective businesses through the Transferee Company. The amalgamation will thus enable further expansion of the Transferee Company and provide a strong and focused base to undertake the business more advantageously. Further, this arrangement would bring concentrated management focus, integration, streamlining of the management structure, seamless implementation of policy changes and shall also help enhance the efficiency and control of the Transferor Company and Transferee Company.

Pure and Cure Healthcare Pvt. Ltd.

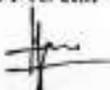
CERTIFIED TRUE COPY


Director



- Further, the independent operations of the Transferor Company and Transferee Company leads to incurrence of significant costs, duplication of administrative & establishment costs and the amalgamation would enable economies of scale by attaining critical mass and achieving cost saving and better financial management of resources. The amalgamation will thus eliminate a multi-layered structure and reduce managerial overlaps, which are necessarily involved in running multiple entities and also prevent cost duplication that can erode financial efficiencies of a holding structure and the resultant operations would be substantially cost-efficient. This Scheme would result in simplified corporate structure of the Transferee Company and its businesses, thereby leading to more efficient utilization of capital and creation of a consolidated base for future growth of the Transferee Company.
- The Amalgamation of Transferor Company and Transferee Company will create synergy benefits for the stakeholders of both the companies and it shall optimize the valuation of the consolidated Transferee Company. The amalgamation would also increase operational efficiency and integrate business functions.
- The proposed arrangement will provide greater integration and flexibility to the Transferee Company and strengthen its position in the industry, in terms of the asset base, revenues and service range.
- The other benefits the proposed amalgamation include:
 - I. Optimum and efficient utilization of financial resources and rationalization of capital, resources, assets and facilities;
 - II. Enhancement of competitive strengths including financial resources;
 - III. Obtaining synergy benefits;
 - IV. Better management and focus on growing the businesses;
 - V. Reduction of overheads, administrative, managerial and other expenditure.
 - VI. Simplify shareholding structure and reduce shareholding tiers.
- D. The Board of Directors of the both the Companies, therefore, considered it desirable and expedient to amalgamate the Transferor Company with the Transferee Company.
- E. The amalgamation of the Transferor Company with the Transferee Company, pursuant to and in accordance with this Scheme, under Section 230 - 232 and other relevant provisions of the Companies Act, 2013 and applicable Rules of Companies (Compromises, Arrangements and Amalgamations) Rules, 2016, subject to sanction of Hon'ble National Company Law Tribunal (NCLT) of relevant jurisdiction, shall take place with effect from the Appointed Date and shall be in compliance with Section 2(18) of the Income Tax Act, 1961 and the benefits relating to accumulated losses and the allowance for unabsorbed depreciation and all other benefits would be available to the Transferee Company in accordance with provisions of the Income Tax Act, 1961.

CERTIFIED TRUE COPY Pure and Cure Healthcare Pvt. Ltd.


Director



PART-I
DEFINITIONS AND SHARE CAPITAL

1. DEFINITIONS:

In this Scheme, unless repugnant to the subject or context or meaning thereof, the following expressions shall have the same meanings as set out herein below:

- 1.1. **"Act"**: means the Companies Act, 2013, and any rules, regulations, circulars or guidelines issued thereunder and shall, if the context so requires and as may be applicable, mean the Companies Act, 1956 and any rules, regulations, circulars or guidelines issued thereunder, as amended from time to time and shall include any statutory replacement or re-enactment thereof.
- 1.2. **"Adjudication Authority"** shall have the meaning as prescribed under section 5(1) of the IBC, 2016.
- 1.3. **"Applicable Law(s)" or "Laws"**: means (a) all the applicable statutes, notification, enactments, act of legislature, listing regulations, bye-laws, rules, regulations, guidelines, rule of common law, policy, code, directives, ordinance, orders or other instructions having force of law enacted or issued by any Appropriate Authority including any statutory modifications or re-enactment thereof for the time being in force (b) administrative interpretations, writs, injunctions, directions, directives, judgments, arbitral awards, decree, orders, or governmental approvals of, or agreement with, any relevant authority, as may be in force from time to time.
- 1.4. **"Appointed Date"**: means 1st April, 2022 being the date with effect from which the Scheme shall be applicable or such other date as may be approved by the Hon'ble Tribunal or any other competent authority.
- 1.5. **"Board" or "Board of Directors"**: shall have the same meaning as under the Act.
- 1.6. **"BSE"**: means BSE Limited;
- 1.7. **"Corporate Insolvency Resolution Process" or "CIRP"** shall mean the Corporate Insolvency Resolution Process initiated by the National Company Law Tribunal, Chandigarh Bench vide its Order dated 30.08.2018 against Akums Lifesciences Limited.
- 1.8. **"Effective Date"**: means the date on which certified copy of the order(s) of the National Company Law Tribunal (NCLT) under Sections 230 and 232 of the Companies Act, 2013 sanctioning the Scheme, is filed with the Registrar of Companies after obtaining the sanctions, orders or approvals referred to in Clause 2 of PART-IV of this Scheme.
Any references in this Scheme to the words "upon the Scheme becoming effective" or "effectiveness of this Scheme" or "date of coming into effect of the Scheme" or "Scheme coming into effect" shall mean the Effective Date.
- 1.9. **"IBC, 2016"**: means the Insolvency and Bankruptcy Code, 2016.
- 1.10. **"IT Act"**: means the Indian Income Tax Act, 1961 and shall include any statutory modifications, re-enactments or amendments thereof for the time being in force.
- 1.11. **"Law" or "Applicable Law"** includes all applicable statutes, enactments, acts of legislature or Parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any government, statutory authority, tribunal or court.

Pure and Care Healthcare Pvt. Ltd.

CERTIFIED TRUE COPY





- 1.12. "NCLT" or "National Company Law Tribunal": means the National Company Law Tribunal having territorial jurisdiction in which the respective registered offices of the Companies are located, or any other appropriate forum or authority empowered to approve the Scheme under Section 230 – 232 of the Act.
- 1.13. "NSE": means National Stock Exchange of India Limited;
- 1.14. 'Official Liquidator' or 'OL': means relevant Official Liquidator having territorial jurisdiction over the Transferor Company and Transferee Company
- 1.15. "Registrar of Companies" or "RoC": means the relevant Registrar of Companies having territorial jurisdiction over the Transferor Company and Transferee Company.
- 1.16. "Record Date" means date fixed by the Board of Directors or a committee thereof of the Transferee Company for the purpose of determining the members of Transferor Company and the Transferee Company approving the present Scheme of Amalgamation.
- 1.17. "Resolution Plan" means the resolution plan of Akums Drugs And Pharmaceuticals Limited approved by the National Company Law Tribunal, Chandigarh Bench vide its Order dated 12.01.2021 in CA No. 389/2019 in CP (IB) No. 102/Chd/CHD/2018.
- 1.18. "Rules": means the Companies (Compromises, Arrangements and Amalgamations) Rules, 2016.
- 1.19. "Rupees" or "Rs." Or "INR": means the Indian rupees which is the lawful currency of India.
- 1.20. "Scheme" or "Scheme" or "Scheme of Arrangement": means this Composite Scheme of Arrangement for reorganization of the share capital of "Akums Lifesciences Limited" and the amalgamation among "Akums Lifesciences Limited" and "Pure And Cure Healthcare Private Limited" with their respective Shareholders and creditors as set out herein and approved by the Board of Directors of the respective Companies, in its present form and with any modifications as may be approved by the Hon'ble NCLT.
- 1.21. "Stock Exchanges": means BSE and NSE collectively.
- 1.22. "Transferee Company": shall mean Pure And Cure Healthcare Private Limited, a Company incorporated under the provisions of the Companies Act, 1956 having its registered office at 305, Third Floor, C-Block, Mohan Place, Saraswati Vihar, North West, Delhi- 110034.
- 1.23. "Transferor Company": shall mean Akums Lifesciences Limited, a Company incorporated under the provisions of the Companies Act, 1956 having its registered office at Godrej Eternia, E3h, 3rd Floor, Tower B, Commercial Complex, Industrial Plot No.70, Phase-I, Chandigarh – 160002.
- 1.24. "Companies": Transferor Company and Transferee Company are collectively referred as Companies.

2. DATE OF EFFECT AND OPERATIVE DATE:

The Scheme Setout herein in its present form or with any modification(s), if any made as per Clause 3 of PART-IV of this Scheme shall be effective from the Appointed Date but shall come into force from the Effective Date.

CERTIFIED TRUE COPY

Pure and Cure Healthcare Pvt. Ltd.


Director



3. CAPITAL STRUCTURE:

The Capital Structure of the Transferor Company and Transferee Company as on Appointed Date i.e. 1st April, 2022 and immediately before the implementation of the Scheme are as under:

3.1. AKUMS LIFESCIENCES LIMITED ("Transferor Company")

Particulars	Amount (Rs.)
Authorized Capital	
7,20,00,000 Equity Shares of Rs. 10/- each	72,00,00,000
Issued Subscribed and Paid up Capital	
50,00,000 Equity Shares of Rs. 10/- each	5,00,00,000
Total	5,00,00,000

There is no other change in the capital structure of the company since the Appointed Date.

3.2. PURE AND CURE HEALTHCARE PRIVATE LIMITED ("Transferee Company")

Particulars	Amount (Rs.)
Authorized Share Capital	
25,00,000 Equity Shares of Rs.10/- each	2,50,00,000.00
Issued, Subscribed and Paid-Up Share Capital	
25,00,000 Equity Shares of Rs.10/- each fully paid up	2,50,00,000.00
Total	2,50,00,000.00

There is no change in the Capital Structure of the Transferor Company 2 since the Appointed Date.

CERTIFIED TRUE COPY

Pure and Cure Healthcare Pvt. Ltd.


Director



REORGANISATION OF SHARE CAPITAL OF AKUMS LIFESCIENCES LIMITED ("TRANSFEROR COMPANY")

1. The Transferor Company was under the CIRP as per the provisions of IBC, 2016 and Akums Drugs And Pharmaceuticals Limited has acquired the Transferor Company pursuant to the Resolution Plan approved by the Hon'ble NCLT Chandigarh Bench vide its order dated 12th January, 2021. Further, as per the approved Resolution Plan, the then existing equity share capital of the Transferor Company amounting to INR 61,89,20,140 (India Rupees Sixty One Crores Eighty Nine lacs twenty thousand One Hundred and forty only), financial debt amounting to INR 1461,88,80,000 (One Thousand Four Hundred Sixty One Crores eighty Eight Lacs and eighty thousand Only) and share application money amounting to INR 26,00,10,000 (Twenty Six crores and Ten thousand Only) got extinguished and an equivalent amount of INR 1549,78,10,140 (Indian rupees One Thousand Five Hundred Forty Nine Crores Seventy Eight Lacs Ten Thousand One Hundred and forty Only) was transferred to capital reserves in the books of accounts of the Transferor Company;
2. The Transferor Company is carrying huge past accumulated losses of INR 1698,74,70,000/- (Indian Rupees One Thousand Six hundred Ninety eight Crores Seventy Four lacs seventy Thousand Only) as per the audited financial statements for the year ended 31st March 2022 and due to this past accumulated losses the Transferor Company is not reflecting the true value of the Equity Share Capital of the Transferor Company, and thus, do not reflect the true financial position;
3. The Transferor Company, in accordance with the provisions of Section 66 read with Section 52 of the Companies Act, 2013 and the applicable Rules framed thereunder, has proposed to reorganize its capital whereby the accumulated losses of INR 1698,74,70,000/- (Indian Rupees One Thousand Six hundred Ninety eight Crores Seventy Four lacs and Seventy Thousand Only) would be written off in the following manner:
 - 3.1 Accumulated losses to be written off by the Capital reserves created pursuant to the said Resolution Plan to the extent of INR 1549,78,10,140 (Indian rupees One Thousand Five Hundred Forty Nine Crores Seventy Eight Lacs Ten Thousand One Hundred and forty Only) available in the Company as on year ended 31.03.2022; and
 - 3.2 The remainder of the Accumulated losses to be written off by the Securities Premium Account to the extent of INR 148,96,59,860/- (Indian Rupees One Hundred Forty Eight Crores Ninety Six Lacs Fifty Nine Thousand Eight Hundred and Sixty Only) available in the Company as on year ended 31.03.2022;

CERTIFIED TRUE COPY

Pure and Cure Healthcare Pvt. Ltd.





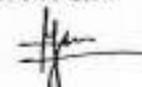
048

4. The above reorganization of capital of the Transferor Company would ensure that the Transferee Company would have clean financial statements post amalgamation (more specifically provided in Part-III of this Composite Scheme) which would reflect its true and correct state of affairs;
5. The aforesaid reorganization of capital of the Transferor Company shall be implemented through this Scheme and approval of Shareholders, creditors of the Transferor company to this Scheme of Arrangement shall be deemed that the said members and creditors of the Transferor Company have also accorded all relevant consents under Section 66 and / or Section 52 and other applicable provisions of Companies Act, 2013 and no separate approval of shareholders, creditors or NCLT is required to give effect to this reorganization of capital;

The aforesaid reorganization of capital of the Transferor Company shall be subject to all the applicable Laws, Rules and Regulations, as amended from time to time as may be necessary to comply with.

CERTIFIED TRUE COPY

Pure and Cure Healthcare Pvt. Ltd.


Director



TRANSFER & VESTING OF UNDERTAKING

1. With effect from the Appointed Date and upon the Scheme becoming effective, the entire business and whole of undertaking(s), properties and liabilities of the Transferor Company shall, subject to the provisions, terms and conditions contained in the Resolution Plan of Akums Drugs And Pharmaceuticals Limited approved by the National Company Law Tribunal, Chandigarh Bench, and in terms of the provisions Section 230 and 232 of Companies Act, 2013 and other applicable Rules and pursuant to the orders of the NCLT or other appropriate authority or forum, if any, sanctioning the Scheme, without any further act, instrument, deed, matter or thing, stand transferred to and vested in and/ or deemed to be transferred to and vested in the Transferee Company as a going concern so as to become the undertaking(s), properties and liabilities of the Transferee Company.
2. With effect from the Appointed Date and upon the Scheme becoming effective, the entire business and undertaking of the Transferor Company shall stand transferred to and be vested in the Transferee Company without any further deed or act, together with all their properties, assets, rights, benefits and interest therein, as the case may be, in the manner described hereinafter.
3. This Scheme of Arrangement shall be subject to the term, conditions and other provisions contained in the Resolution Plan approved by the National Company Law Tribunal, Chandigarh Bench, and, nothing contained in this Composite Scheme shall mean or be deemed to mean or be construed as overriding or superseding the provisions of the Resolution Plan. This Composite Scheme shall be effected in a manner without prejudice to the provisions contained in the Resolution Plan.

4. TRANSFER OF ASSETS

- (i) With effect from the Appointed Date and upon the Scheme becoming effective all memberships, licenses, franchises, rights, privileges, permits, quotas, entitlements, allotments, approvals, consents, concessions, trade mark licenses including application for registration of trade marks, patents, copyrights and their right to use available to the Transferor Company as on Appointed Date or any date which may be taken after the Appointed Date but till the Effective Date, shall get transferred to the Transferee Company without any further instrument, deed or act or payment of any further fee, charge or securities.

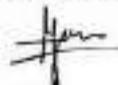
CERTIFIED TRUE COPY
Pure and Cure Healthcare Pvt. Ltd.


Director



- (ii) With effect from the Appointed Date and upon the Scheme becoming effective, Certificates of Registration as available with the Transferor Company as on Appointed Date or any date which may be taken by the Transferor Company after the Appointed Date but till the Effective Date shall get transferred to Transferee Company without any further instrument, deed or act or payment of any further fee, charge or securities.
- (iii) With effect from the Appointed Date and upon the Scheme becoming effective all the assets of the Transferor Company as are movable in nature including, but not limited to, stock of securities, computer and equipment, outstanding loans and advances, insurance claims, advance tax, Minimum Alternate Tax (MAT) set-off rights, Goods and Service Tax (GST), pre-paid taxes, levies/liabilities, CENVAT/VAT credits if any, recoverable in cash or in kind or for value to be received, bank balances and deposits, if any, with Government, Semi-Government, local and other authorities and bodies, customers and other persons or any other assets otherwise capable of transfer by physical delivery would get transferred by physical delivery only and all other assets, shall stand vested in Transferee Company, and shall become the property and an integral part of Transferee Company without any further instrument, deed or act or payment of any further fee, charge or securities.
- (iv) With effect from the Appointed Date and upon the Scheme becoming effective all incorporeal properties of the Transferor Company as on Appointed Date or any date which may be taken by the Transferor Company after the Appointed Date but till the Effective Date, shall get transferred to the Transferee Company without any further instrument, deed or act or payment of any further fee, charge or securities.
- (v) With effect from the Appointed Date and upon the Scheme becoming effective, all immovable properties including but not limited to land and buildings or any other immovable properties of the Transferor Company, whether freehold or leasehold, and any documents of title, rights and easements in relation thereto shall stand transferred to and be vested in the Transferee Company, without any further instrument, deed or act or payment of any further fee, charge or securities either by the Transferor Company or Transferee Company.
- (vi) With effect from the Appointed Date, Transferee Company shall be entitled to exercise all rights and privileges and be liable to pay ground rent, taxes and fulfill obligations, in relation to or applicable to such immovable properties. The mutation/substitution of the title to the immovable properties shall be made and duly recorded in the name of the Transferee Company by the appropriate authorities pursuant to the sanction of the Scheme by the Hon'ble NCT and the Scheme becoming effective in accordance with the terms hereof.

CERTIFIED TRUE COPY
Pure and Care Healthcare Pvt. Ltd.


Director

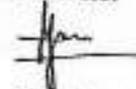


- (vii) With effect from the Appointed Date and upon the Scheme becoming effective, all contracts, deeds, bonds, agreements, schemes, arrangements and other instruments of whatsoever nature in relation to the Transferor Company to which the Transferor Company is the party or to the benefit of which the Transferor Company may be eligible, and which are subsisting or having effect immediately before the Effective Date, shall be in full force and effect against or in favor of Transferee Company and may be enforced as fully and effectually as if, instead of the Transferor Company, Transferee Company had been a party or beneficiary or oblige thereto.
- (viii) With effect from the Appointed Date and upon the Scheme becoming effective, all permits, quotas, rights, entitlements, licenses including those relating to trademarks, tenancies, patents, copyrights, privileges, software, powers, facilities of every kind and description of whatsoever nature in relation to the Transferor Company to which the Transferor Company is the party or to the benefit of which the Transferor Company may be eligible and which are subsisting or having effect immediately before the Effective Date, shall be enforceable as fully and effectually as if, instead of Transferor Company, Transferee Company had been a party or beneficiary or oblige thereto.
- (ix) With effect from the Appointed Date and upon the Scheme becoming effective, any statutory licenses, no-objection certificates, permissions or approvals or consents required to carry on operations of the Transferor Company or granted to the Transferor Company shall stand vested in or transferred to Transferee Company without further act or deed, and shall be appropriately transferred or assigned by the statutory authorities concerned therewith in favor of the Transferee Company upon the vesting of the Transferor Company into Transferee Company pursuant to this Scheme. The benefit of all statutory and regulatory permissions, licenses, approvals and consents including the statutory licenses, permissions or approvals or consents required to carry on the operations of Transferor Company shall vest in and become available to the Transferee Company pursuant to this scheme.

5. TRANSFER OF LIABILITIES

- (i) With effect from the Appointed Date and upon the Scheme becoming effective and subject to the terms and condition of the Resolution Plan as approved by the National Company Law Tribunal, Chandigarh Bench, all debts, liabilities, contingent liabilities, duties and obligations, secured or unsecured, whether provided for or not in the books of accounts or disclosed in the balance sheet of the Transferor Company, shall be deemed to be the debts, liabilities, contingent liabilities, duties and obligations of the Transferee Company.

Parc and Curr. Healthcare Pvt. Ltd.


Director



- (ii) Without prejudice to the generality of the provisions contained herein, all loans raised after the Appointed Date but till the Effective Date and liabilities incurred by the Transferor Company after the Appointed Date but till the Effective Date for their respective operations shall be deemed to be of the Transferee Company.
- (iii) The transfer and vesting of the entire business and undertaking of the Transferor Company as aforesaid, shall be subject to the terms and condition of the Resolution Plan in respect of existing securities, charges and mortgages, if any, subsisting, over or in respect of the property and assets or any part thereof of the Transferor Company, as the case may be.
- Provided that the securities, charges and mortgages, if any, subsisting over, and in respect of part thereof, of the Transferee Company shall continue with respect to such assets or part thereof and this Scheme shall not operate to enlarge such securities, charges or mortgages to the end and intent that such securities, charge and mortgage shall not extend or be deemed to extend, to any of the other assets of the Transferor Company vested in the Transferee Company pursuant to the Scheme.
- Provided always that this Scheme shall not operate to enlarge the security for any loan, deposit or facility created by the Transferor Company which shall vest in the Transferee Company by virtue of the amalgamation of the Transferor Company with the Transferee Company and Transferee Company shall not be obliged to create any further or additional security there for after the amalgamation has become operative.
- (iv) Transferee Company will, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, execute deeds of confirmation or other writings or arrangements with any party to any contract or arrangements in relation to the Transferor Company to which the Transferor Company is the party, in order to give formal effect to the above provisions. Transferee Company shall, under the provisions of this Scheme, be deemed to be authorized to execute any such writings on behalf of the Transferor Company and to carry out or perform all such formalities or compliances referred to above on part of the Transferor Company.
- (v) Loans or other obligations, if any, due between Transferee Company and Transferor Company, shall stand discharged and there shall be no liability in that behalf. In so far as any securities, debentures or notes issued by the Transferor Company and held by the Transferee Company or vice-versa is concerned, the same shall, unless sold or transferred by holder of such securities, at any time prior to the Effective Date, stand cancelled and shall have no further effect.

CERTIFIED TRUE COPY
Pare and Curc. Healthcare Pvt. Ltd.


Director



053

- (vi) Insofar as the liability of the Transferor Company towards its creditors under the Corporate Insolvency Resolution Process initiated by the National Company Law Tribunal, Chandigarh Bench vide its order dated 30th August, 2018 against the Transferor Company is concerned, the said creditors shall be transferred to and treated by the Transferee Company in accordance with terms and conditions and other provisions contained in the Resolution Plan as approved by the National Company Law Tribunal, Chandigarh Bench, and the said creditors covered under the Resolution Plan shall be treated by the Transferee Company in the same manner as were being treated by the Transferor Company from the effective date of the Resolution Plan.

6. LEGAL PROCEEDINGS

- (i) With effect from the Appointed Date and upon the Scheme becoming effective, Transferee Company shall bear the burden and the benefits of any legal or other proceedings including direct and indirect tax assessments, if any, initiated by or against the Transferor Company.

However, all legal, administrative and other proceedings of whatsoever nature by or against the Transferor Company pending in any court or before any authority, judicial, quasi-judicial or administrative, any adjudicating authority and/or arising after the Appointed Date and relating to the Transferor Company or its properties, assets, liabilities, duties and obligations shall be continued and/or enforced until the Effective Date by or against the Transferor Company; and from the Effective Date, shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company.

- (ii) If any suit, appeal or other proceedings of whatever nature by or against the Transferor Company be pending, the same shall not abate, be discontinued or in any way be prejudicially affected by reason of the transfer of the Transferor Company's business and undertakings or of anything contained in this scheme but the proceedings may be continued, prosecuted and enforced by or against the Transferee Company in the same manner and to the same extent as it would or might have been continued, prosecuted and enforced by or against Transferor Company as if this Scheme had not been made.

CERTIFIED TRUE COPY
Pare and Cure Healthcare Pvt. Ltd.


Director



054

- (iii) In view of the provisions of Section 31 of the Insolvency and Bankruptcy Code, 2016 and other applicable provisions, the Resolution Plan approved by the National Company Law Tribunal, Chandigarh Bench vide its order dated 12.01.2021 is binding on the Transferor Company and its employees, members, creditors including the Central Government, any State Government or any local authority to whom a debt in respect of the payment of dues arising under any law for the time being in force, such as authorities to whom statutory dues are owed, guarantors and other stakeholders involved in the resolution plan. Neither the Transferor Company nor the Transferee Company shall be liable towards any claims or demands of any of the abovementioned stakeholders that have been adjudicated vide the order of the National Company Law Tribunal, Chandigarh Bench dated 12.01.2021.
- (iv) Further, in view of the provisions of Section 32A of IBC, 2016, the liability of a Transferor Company for any offence committed prior to the commencement of the CIRP shall cease, and neither the Transferor Company nor the Transferee Company shall be prosecuted for any such offence from 12.01.2021 i.e. the date on which the Resolution Plan has been approved by the NCLT Chandigarh Bench.

7. STAFF, WORKMEN AND EMPLOYEE MATTERS

With effect from the Appointed Date and upon the Scheme becoming effective, all persons that were employed by the Transferor Company immediately before such date shall become employees of the Transferee Company with the benefit of continuity of service on same terms and conditions as were applicable to such employees in the Transferor Company immediately prior to such transfer and without any break or interruption of service. Transferee Company undertakes to continue to abide by agreement/settlement, if any, entered into by the Transferor Company with any union/employee thereof. With regard to Provident Fund, Gratuity Fund, Superannuation fund or any other special fund or obligation created or existing for the benefit of such employees of the Transferor Company upon occurrence of the Effective Date, the Transferee Company shall stand substituted for the Transferor Company, for all purposes whatsoever relating to the obligation to make contributions to the said funds in accordance with the provisions of such schemes or funds in the trust deeds or other documents. The existing Provident Fund, Gratuity Fund and Superannuation Fund or obligations, if any, created by the Transferor Company for its employees shall be continued for the benefit of such employees on the same terms and conditions. With effect from the Effective Date, Transferee Company will make the necessary contributions for such transferred employees of the Transferor Company and deposit the same in Provident Fund, Gratuity Fund or Superannuation Fund or obligations where applicable. It is the aim and intent of the Scheme that all the rights, duties, powers and obligations of the Transferor Company in relation to such schemes or funds shall become those of the Transferee Company.

Pure and Core Healthcare Pvt. Ltd.

CERTIFIED TRUE COPY

Director

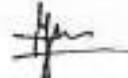


8. TAXATION AND OTHER MATTERS

- (i) This Scheme is in compliance with the conditions relating to "amalgamation" as specified under Section 2(1B) of the IT Act. If any terms or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section at a later date including resulting from a retrospective amendment of law or for any other reason whatsoever, till the time the Scheme becomes effective, the provisions of the said Section of the IT Act shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(1B) of the IT Act.
- (ii) With effect from the Appointed Date, all the profits or income accruing or arising to the Transferor Company, and all expenditure or losses arising or incurred by the Transferor Company shall, for all purposes, be treated (including all taxes, if any, paid or accruing in respect of any profits and income) and be deemed to be and accrue as the profits or income or as the case may be, expenditure or losses (including taxes) of the Transferee Company, accordingly, the Transferee Company shall be entitled to set off and carry forward the losses of the Transferee Company. Moreover, upon approval of this Scheme by the Tribunal and with effect from the Appointed Date, excise (including Modvat / Canvet), customs, VAT, sales tax, service tax, GST including IGST input tax credit, CGST input tax credit and SGST input tax credit for the registrations of the Transferor Company in all the states, to which the Transferor Company is entitled to, shall be available to and vest in the Transferee Company and deemed to be available to and vested in the Transferee Company. Accordingly, shall be entitled to revise its statutory returns relating to indirect taxes like sales tax/ service tax/ Goods and Service Tax (GST)/ excise, etc. and to claim refund/credits and/or set off all amounts under the relevant laws towards the transactions entered into by the Transferee Company and Transferor Company which may occur between the Appointed Date and the Effective Date. The rights to make such revisions in the sales tax returns and to claim refunds/credits are expressly reserved in favor of the Transferee Company.
- (iii) Transferee Company shall be entitled to revise its all Statutory returns relating to Direct taxes like Income Tax and Wealth Tax and to claim refunds/advance tax credits and/or set off the tax liabilities of the Transferor Company under the relevant laws and its rights to make such revisions in the statutory returns and to claim refunds, advance tax credits and/or set off the tax liabilities is expressly granted.
- (iv) It is expressly clarified that with effect from the Appointed Date, all taxes payable by the Transferor Company including all or any refunds of the claims/TDS Certificates shall be treated as the tax liability or refunds/claims/TDS Certificates as the case may be of the Transferee Company.

Pure and Cure Healthcare Pvt. Ltd.

CERTIFIED TRUE COPY


 Director


- (v) From the Effective Date and till such time as the name of the Transferee Company would get entered as the account holder in respect of all the bank accounts and demat accounts of the Transferor Company in the relevant bank's/DP's books and records, the Transferee Company shall be entitled to operate the bank/ demat accounts of the Transferor Company in their existing names.
- (vi) Since each of the permissions, approvals, consents, sanctions, remissions, special reservations, incentives, concessions and other authorizations of the Transferor Company shall stand transferred by the order of the NCLT to the Transferee Company, the Transferee Company shall file the relevant intimations, for the record of the statutory authorities who shall take them on file, pursuant to the vesting orders of the sanctioning NCLT.
- (vii) As and from the Effective Date, all tax proceedings shall be continued and enforced by or against the Transferee Company in the same manner and to the same extent as would or might have been continued and enforced by or against the Transferor Company subject to relaxation and exemption under IBC Code. Further, all tax proceedings shall not in any way be prejudicially affected by reason of the amalgamation of the Transferor Company with the Transferee Company or anything contained in the Scheme.
- (viii) The accumulated losses and the allowance for unabsorbed depreciation of the Transferor Company shall be deemed to be the loss and the allowance for unabsorbed depreciation of the Transferee Company in accordance with Section 72A of the IT Act.
- (ix) Further, the losses and unabsorbed depreciation as per books of account of the Transferor Company as on the date immediately preceding the Appointed Date shall be deemed to be the brought forward losses and unabsorbed depreciation of the Transferee Company for the purpose of computation of book profit to calculate the minimum alternate tax payable by the Transferee Company.
- (x) Without prejudice to the generality of the above, accumulated losses and allowance for unabsorbed depreciation as per Section 72A of the IT Act, losses brought forward and unabsorbed depreciation as per books of account, credits (including, without limitation income tax, minimum alternate tax, tax deducted at source, taxes withheld/ paid in a foreign country, wealth tax, service tax, excise duty, central sales tax, applicable state value added tax, customs duty drawback, goods and service tax etc.) to which the Transferor Company are entitled to in terms of applicable laws, shall be available to and vest in the Transferee Company upon coming into effect of this Scheme.

Pure and Cure Healthcare Pvt. Ltd.

CERTIFIED TRUE COPY


Director



057

9. CONDUCT OF BUSINESS

- (i) With effect from the Appointed Date and till the Scheme come into effect:
- Transferor Company shall be deemed to carry on all its businesses and activities and stand possessed of its properties and assets for and on account of and in trust for the Transferee Company; and all the profits accruing to the Transferor Company and all taxes thereon or gains or losses arising or incurred by it shall, for all purposes, be treated as and deemed to be the profits or losses, as the case may be, of the Transferee Company.
 - Transferor Company shall carry on its businesses with reasonable diligence and in the same manner as they had been doing hitherto, and it shall not alter or substantially expand its businesses except with the concurrence of the Transferee Company during the pendency of Scheme before the Hon'ble NCLT.
 - Transferor Company shall not, without the written concurrence of the Transferee Company, alienate, charge or encumber any of its properties except in the ordinary course of business or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the Board of Directors of the Transferee Company, as the case may be.
 - Transferor Company shall not vary or alter, except in the ordinary course of its business or pursuant to any pre-existing obligation undertaken prior to the date of acceptance of the Scheme by the Board of Directors of the Transferee Company, the terms and conditions of employment of any of its employees, nor shall it conclude settlement with any union or its employees except with the written concurrence of the Transferee Company.
 - With effect from the Appointed Date, all debts, liabilities, duties and obligations of Transferor Company as on the close of business on the date preceding the Appointed Date, whether or not provided in its books and all liabilities which arise or accrue on or after the Appointed Date shall be deemed to be the debts, liabilities, duties and obligations of the Transferee Company.
- (ii) Upon the Scheme coming into effect, Transferee Company shall commence and carry on and shall be authorized to carry on the businesses carried on by the Transferor Company.
- (iii) For the purpose of giving effect to the vesting order passed under Sections 230 and 232 of the Companies Act, 2013 in respect of this Scheme by the Hon'ble NCLT, Transferee Company shall, at any time pursuant to the orders on this Scheme, be entitled to get the record of the change in the legal right(s) upon the vesting of the Transferor Company's businesses and undertakings in accordance with the provisions of Sections 230 and 232 of the Companies Act, 2013. Transferee Company shall be authorized to execute any pleadings; applications, forms, etc. as are required to remove any difficulties and carry out any formalities or compliance as are necessary for the implementation of this Scheme.

CERTIFIED TRUE COPY
Pure and Cure Healthcare Pvt. Ltd.


Director



PART-IV
ISSUE OF SHARES & ACCOUNTING TREATMENT

1. CONSIDERATION

- 1.1.** Upon this Scheme coming into effect and upon transfer and vesting of the business and undertaking of Transferor Company in Transferee Company, the consideration in respect of such transfer shall, subject to the provisions of the Scheme, be paid and satisfied by the Transferee Company as follows:
- 1.1.1.** Transferee Company, without further application, act or deed, shall issue and allot to each of the shareholders of "Transferor Company" (other than the shares already held therein immediately before the amalgamation by Transferee Company, its Nominee or Subsidiary Company), shares in proportion of 4 (Four) equity shares of face value of Rs. 10/- (Rupees Ten) each in Transferee Company for every 100 (One Hundred) equity shares of face value of Rs. 10/- (Rupees Ten) each held by them in "Transferor Company" pursuant to this Scheme of Amalgamation.
- 1.1.2.** For arriving at the share exchange ratio as outlined above, the Companies have considered the Valuation Report submitted by an independent professional firm, M/s. Corporate Professionals Valuation Services Private Limited, Registered Valuer, IBBI Registration Number IBBI/RV-E/02/2019/106.
- 1.1.3.** Any fraction arising out of allotment of equity shares as per clause 1.1.1 above shall be rounded off to the nearest integer.
- 1.1.4.** The said equity shares in the capital of Transferee Company to be issued to the shareholders of Transferor Company and shall rank *pari passu* in all respects, with the existing equity shares in the Transferee Company from the Appointed Date. Such shares in Transferee Company, to be issued to the shareholders of Transferor Company will, for all purposes, save as expressly provided otherwise, be deemed to have been held by each such member from the Appointed Date.
- 1.1.5.** Upon the Scheme becoming effective and subject to the above provisions, the shareholders of Transferor Company (other than the shares already held therein immediately before the amalgamation by Transferee Company in Transferor Company or vice versa as on the record date) shall receive new share certificates or credited in their demat account. Upon the issue and allotment of new shares in the capital of the Transferee Company to the shareholders of Transferor Company, the share certificates in relation to the shares held by them in the Transferor Company shall be deemed to have been cancelled. All certificates for the new shares in the capital of the Transferee Company shall be sent by the Transferee Company to the said shareholders of Transferor Company at their respective registered addresses as appearing in the said registers (or in the case of joint holders, to the address of that one of the joint holders whose name stands first in such Registers in respect of such joint holding) and Transferee Company shall not be responsible for any loss in transmission.
- 1.1.6.** Upon coming into effect of this Scheme, the shares or the share certificates of Transferor Company in relation to the shares held by its members shall, without any further application, act, instrument or deed, be deemed to have been automatically cancelled and be of no effect on and from the Effective Date without any necessity of them being surrendered.

Pure and Cure Healthcare Pvt. Ltd.

CERTIFIED TRUE COPY


Director



2. INCREASE IN AUTHORIZED SHARE CAPITAL

- 2.1. With effect from the Effective Date and upon the Scheme becoming effective, without any further acts or deeds on the part of the Transferor Company or Transferee Company and notwithstanding anything contained in Section 61 of Companies Act, 2013, the Authorized Share capital of the Transferor Company as appearing in its Memorandum of Association on the Effective Date shall get clubbed with the Authorized Share Capital of the Transferee Company as appearing in its Memorandum of Association on the Effective Date and pursuant to this clubbing the Clause V of the Memorandum of Association of the Transferee Company shall stand altered to give effect to the same with effect from the Effective Date. The Face Value of Equity share shall remain same as of the Transferee Company after clubbing of Authorized Capital.
- 2.2. Further, in terms of section 232(3)(i) of the Act, upon coming into effect, the fee and duty paid on the Authorized Equity Share Capital of the Transferor Company shall be set off against the fee payable on Authorized Share Capital of Transferee Company, without any further act or deed.
- 2.3. On approval of the Scheme by the members of the Transferee Company and National Company Law Tribunal, under Section 230 – 232 of the Act, it shall be deemed that the said members have also accorded all relevant consents under Sections 13, 14, 61 and other applicable provisions of Companies Act, 2013 as may be applicable for the purpose of amendment of the Memorandum of Association of the Transferee Company as above. It is clarified that there will be no need to pass a separate shareholders' resolution as required under Sections 13, 14 and 61 of the Act for amendment of the Memorandum of Association of the Transferee Company.
- 2.4. The issue and allotment of shares to Shareholders of Transferor Company, as provided in this Scheme, shall be deemed to be made in compliance with the provisions laid down under Section 62 of the Companies Act, 2013.

3. ACCOUNTING TREATMENT

- 3.1. The Transferor Company has accumulated losses of INR 1,698,74,70,000/- (Indian Rupees One Thousand Six hundred Ninety eight Crores Seventy Four lacs seventy Thousand Only) as per the audited financial statements for the year ended 31st March 2022. The aforesaid accumulated losses of the transferor Company have diminished the value of the transferor company's shareholders' fund represented in the financial statements of the Transferor Company as "Equity Share Capital", and thus, do not reflect the true financial position of the Transferor Company;
- 3.2. The reorganisation of capital of the Transferor Company as envisaged in Part II of the Scheme shall be effected in the books of accounts of the Transferor Company in accordance with the Generally Accepted Accounting Principles ("GAAP") adopted in India;

CERTIFIED TRUE COPY
Pure and Care Healthcare Pvt. Ltd.


Director



3.3 The Transferor Company, in accordance with the provisions of Section 66 read with Section 52 of the Companies Act, 2013 and the applicable Rules framed thereunder, has proposed to reorganize its capital whereby the accumulated losses of INR 1698,74,70,000/- (Indian Rupees One Thousand Six hundred Ninety eight Crores Seventy Four lacs and Seventy Thousand Only) would be written off in the following manner:

3.3.1 Accumulated losses to be written off by the Capital reserves created pursuant to the said Resolution Plan to the extent of INR 1549,78,10,140 (Indian rupees One Thousand Five Hundred Forty Nine Crores Seventy Eight Lacs Ten Thousand One Hundred and forty Only) available in the Company as on year ended 31.03.2022; and

3.3.2 The remainder of the Accumulated losses to be written off by the Securities Premium Account to the extent of INR 148,96,59,860/- (Indian Rupees One Hundred Forty Eight Crores Ninety Six Lacs Fifty Nine Thousand Eight Hundred and Sixty Only) available in the Company as on year ended 31.03.2022;

3.4 Upon the coming into effect of this Scheme, the Transferee Company shall account for the amalgamation in its books as per the applicable accounting principles prescribed under Indian Accounting Standard (Ind AS) 103 and / or any other applicable Ind AS, as the case may be applicable for Business Combination prescribed under Section 133 of the Companies Act, 2013, as notified under the Companies (Indian Accounting Standard) Rules, 2015, as may be amended from time to time such that:

3.4.1 The Transferee Company shall upon the Scheme coming into effect, record the assets and liabilities, if any, of the Transferor Company vested in it pursuant to this Scheme, at the respective book values thereof and in the same form as appearing in the books of the Transferor Company on the Appointed Date.

3.4.2 The identity of the reserves of the Transferor Company shall be preserved and the Transferee Company shall record the reserves of the Transferor Company in the same form and at the same values as they appear in the financial statements of the Transferor Company.

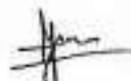
3.4.3 Pursuant to the amalgamation of the Transferor Company with the Transferee Company, the inter-company balances between the Transferee Company and the Transferor Company, if any appearing in the books of the Transferee Company shall stand cancelled and there shall be no further obligation in that behalf.

3.4.4 The value of investments, if any, held by the Transferee Company in the Transferor Company shall stand cancelled pursuant to amalgamation.

3.4.5 The difference between the share capital of the Transferor Company and the book value of the investments cancelled in terms of Clause 3.4 and adjustment pursuant to inter-company balances as per Clause 3.3, if any, of the Scheme shall be adjusted in the Capital Reserve in the books of the Transferee Company.

Pura and Care Healthcare Pvt. Ltd.

CERTIFIED TRUE COPY


Director

21



- 3.4.6 In case of any difference in accounting policy between the Transferor Company and the Transferee Company, the accounting policies followed by the Transferee Company will prevail and the difference shall be quantified and adjusted in the books of the Transferee Company.
- 3.4.7 The financial information in the financial statements of the Transferee Company in respect of prior periods should be restated as if the business combination had occurred from the beginning of the preceding period in the financial statements or from the date from which the common control exists, whichever is later.
- 3.4.8 In addition, the Transferee Company shall pass such accounting entries, as may be necessary, in connection with the Scheme, to comply with any of the applicable accounting standards and generally accepted accounting principles adopted in India.

4. SAVING OF CONCLUDED TRANSACTIONS

The transfer of properties and liabilities and the continuance of proceedings by or against Transferor Company as envisaged in above shall not affect any transaction or proceedings already concluded by the Transferor Company on or before the Appointed Date and after the Appointed Date till the Effective Date, to the end and intent that the Transferee Company accepts and adopts all acts, deeds and things done and executed by the Transferor Company in respect thereto as if done and executed on behalf of the Transferee Company.

5. DISSOLUTION OF TRANSFEROR COMPANY

On occurrence of the Effective Date, the Transferor Company shall, without any further act or deed, shall stand dissolved without winding up.

CERTIFIED TRUE COPY
Pure and Cure Healthcare Pvt. Ltd.


Director



PART - V
OTHER PROVISIONS

1. APPLICATION/PETITION TO NCLT :

- 1.1. Transferor Company and Transferee Company shall, with all reasonable dispatch, make application/petition to the Hon'ble NCLT, under Section 230 – 232 of the Companies Act, 2013 seeking orders for dispensing with or convening, holding and conducting of the meetings of the classes of its respective members and/or creditors and for sanctioning the Scheme with such modifications as may be approved by the Hon'ble NCLT.
- 1.2. On the Scheme being agreed to by the requisite majorities of all the classes of the members and/or creditors of Transferor Company and Transferee Company shall, with all reasonable dispatch, apply to the Hon'ble NCLT, for sanctioning the Scheme under Sections 230 and Section 232 of the Companies Act, 2013, and for such other orders, as the said NCLT may deem fit for carrying this Scheme into effect and for dissolution of Transferor Company without winding-up.

2. CONDITIONALITY OF SCHEME:

The Scheme is conditional upon and subject to:

- 2.1. The Scheme being agreed to by the respective requisite majority of members and creditors of the Transferor Company and Transferee Company;
- 2.2. The Scheme being approved by the Hon'ble NCLT;
- 2.3. Due compliance with any condition(s) stipulated by any relevant Government Authority prior to the effectiveness of the Amalgamation.
- 2.4. All certified copies of the order(s) of the NCLT sanctioning this Scheme being filed with the Registrar of Companies of relevant jurisdiction.
- 2.5. This Scheme although to come into operation from the Appointed Date shall not become effective until the necessary certified copies of the order(s) under Sections 230 to 232 of the Companies Act, 2013 shall be duly filed with the Registrar of Companies of relevant jurisdiction.
- 2.6. Such other conditions as may be mutually agreed between the Transferor Company and Transferee Company.

3. MODIFICATION OR AMENDMENT

- 3.1. Transferee Company and Transferor Company (acting through their Board of Directors) may assent to any modifications or amendments to this Scheme which the NCLT and/or other authorities may deem fit to direct or impose or which may otherwise be considered necessary or desirable for any question or doubt or difficulty that may arise for implementing and/or carrying out the scheme or which is generally in the benefit or interest of the shareholders and/or creditors. Transferee Company and Transferor Company (acting through their respective Board of Directors) and after the dissolution of Transferor Company; Transferee Company (by its Board of directors) be and is hereby authorized to take such steps and do all acts, deeds and things as may be necessary, desirable or proper to give effect to this Scheme and to resolve any doubt, difficulties or questions whether by reason of any order(s) of the NCLT or of any directive or order(s) of any other authorities or otherwise howsoever arising out of, under or by virtue of this Scheme and/or any matters concerning or connected therewith.

Puro and Care Healthcare Pvt. Ltd.

CERTIFIED TRUE COPY


Director

23



- 3.2. The Transferor Company and the Transferee Company shall be at liberty to withdraw from this Scheme in case any condition or alteration imposed by the Hon'ble NCLT or any other authority is not on terms acceptable to them.
- 3.3. In the event of this Scheme failing to take effect finally, this Scheme shall become null and void and in that event no rights and liabilities whatsoever shall accrue to or be incurred inter se by the parties or its shareholders or creditors or employees or any other person. In such case each Company shall bear its own costs or as may be mutually agreed.

4. GENERAL TERMS AND CONDITIONS

All costs, charges, fees, taxes including duties (including the stamp duty, if any, applicable in relation to this Scheme) levies and all other expenses, if any (save as expressly otherwise agreed) arising out of or incurred in carrying out and implementing the terms and conditions or provision of this Scheme and matters incidental thereto shall be borne and paid by the Transferee Company. All such costs, charges, fees, stamp duty including duties (excluding the stamp duty, if any, paid on this scheme which shall be pro rata added to the value of the immovable properties), levies and all other expenses, shall be debited to the Profit and Loss Account of the Transferee Company.

1455

Date of Presentation of application for Copy 19/10/23
 No. of Pages 24
 Copying Fee ₹ per page
 Registration & Postage Fee -----
 Total ₹ 1000
 Date of Receipt & Record of Copy -----
 Date of Preparation of Copy 20/10/2023
 Date of Delivery of Copy 20/10/2023



(P10)

DD/DR/AR/Court Officer
 National Company Law Tribunal
 New Delhi

CERTIFIED TRUE COPY
 Pure and Cure Healthcare Pvt. Ltd.

 Director

(P10) 20.10.23

Deputy Registrar
 National Company Law Tribunal
 CGO Complex, New Delhi-110003

**NATIONAL COMPANY LAW TRIBUNAL
CHANDIGARH BENCH, CHANDIGARH
(through web-based video conferencing platform)**

**CA No.389/2019
In
CP (IB) No. 102/Chd/CHD/2018**

**Under Section 30(6) of the Insolvency
and Bankruptcy Code, 2016.**

In the matter of:

Weather Makers Private Limited ...Operational Creditor.

Vs.

Parabolic Drugs Limited ...Corporate Debtor

CA No. 389/2019

And in the matter of:

Raj Kumar Ralhan,
Resolution Professional in
Parabolic Drugs Limited,
PWC Professional Services LLP,
Building 10, 17th Floor, Tower C,
DLF Cyber City,
Gurgaon-122002

...Applicant-Resolution Professional.

Order delivered on: 12.01.2021

**Coram: HON'BLE MR. AJAY KUMAR VATSAVAYI, MEMBER (JUDICIAL)
HON'BLE MR. RAGHU NAYYAR, MEMBER (TECHNICAL)**

Present through Video Conferencing: -

For the Resolution Professional: 1. Mr. Sumesh Dhawan, Advocate
2. Ms. Vatsala Kak, Advocate
3. Mr. Arora Vishwas Kumar, Advocate

For the Resolution Applicant: 1. Mr. Anand Chhibbar, Senior Advocate
2. Mr. Amitabh Tewari, Advocate

For the Assenting Financial: 1. Mr. Abhishek Anand, Advocate
Creditor (JMFARC Ltd.) 2. Mr. Viren Sharma, Advocate

For the Dissenting Financial
Creditors : Mr. Rakesh Gupta, Advocate

For the Intervenor : 1). Mr. Anirudh, Advocate
2). Mr. Tejas Patel, Advocate
For Mr. Sundeep Thakkar, Advocate

Per: Ajay Kumar Vatsavayi, Member (Judicial)

ORDER

CA No.389/2019 is filed by the Resolution Professional (**RP**) under Section 30(6) and 31 of the Insolvency and Bankruptcy Code, 2016 (hereinafter referred to as the **Code**) read with Regulation 39 of the Insolvency and Bankruptcy Board of India (Insolvency Resolution Process for Corporate Persons) Regulations, 2016 (hereinafter referred to as the **Regulations**) seeking sanction of resolution plan dated 13.03.2019 as restated on 07.05.2019 along with addendums dated 08.05.2019 & 16.05.2019 as approved in the tenth meeting of the Committee of Creditors (**CoC**) through e-voting held on 18.05.2019 and concluded on 20.05.2019.

2. It has been submitted that the insolvency petition was filed by the operational creditor i.e. Weather Makers Private Limited under Section 9 of the Code for initiation of Corporate Insolvency Resolution Process (**CIRP**) in the case of M/s Parabolic Drugs Ltd. (hereinafter referred to as **Corporate Debtor**) and the same was admitted vide order 23.08.2018. It is submitted that vide order dated 30.08.2018, Mr. Sanjay Kumar Aggarwal was appointed as Interim Resolution

Professional (**IRP**), but subsequently Mr. Sanjay Kumar Aggarwal was replaced and Mr. Raj Kumar Ralhan was appointed as RP vide order dated 08.10.2018. The IRP is stated to have issued a public announcement as per Regulation 6 of the Regulations read with Section 15 of the Code in Form A in newspapers of both regions i.e. Business Standard (English, All India Edition), Rozana Spokesman (Punjabi Edition) and on 02.09.2018 in Chandigarh Kesari (Hindi) thereby inviting claims from the creditors of the corporate debtor as envisaged in the Code. A copy of the public announcement in Form A was uploaded on the website of Insolvency & Bankruptcy Board of India (IBBI). Copy of public announcements dated 31.08.2018 uploaded on the IBBI website is marked as Annexure-8.

3. It is submitted that in pursuance of the public announcement, claims were received from the Financial Creditors which were verified and after collation, the IRP constituted the CoC as per the provisions of Section 21 of the Code consisting of the following 8 financial creditors: -

1	<i>JM Financial Asset Reconstruction Company Ltd.</i>
2	<i>Union Bank of India</i>
3	<i>Central Bank of India</i>
4	<i>Bank of Baroda</i>
5	<i>Export-Import Bank of India</i>
6	<i>Canara Bank</i>
7	<i>Small Industries Development Bank of India</i>
8	<i>PEC Limited</i>

4. It is submitted that the applicant as RP also appointed two registered valuers to determine the liquidation value of the corporate debtor in accordance with Regulation 35 of the Regulations and on the basis of their reports, the average fair value and liquidation value as assessed as per Regulation 35 are ₹209 crs and ₹110 crs respectively/-. Copies of Valuation Reports are annexed as Annexure-19.

5. It is stated that in the second meeting of CoC held on 03.11.2018, the CoC resolved and approved the 'Eligibility Criteria' for resolution applicants and also gave approval for publication of Form G for inviting Expression of Interest (EOI) from prospective resolution applicants.

6. It is stated that the RP made a Public Announcement for invitation of EOI from prospective resolution applicants in Form G prescribed in Regulation 36A of CIRP Regulations, 2016 in Business Standard (English, All India Edition), Rozana Spokesman (Punjabi Edition) on 12.11.2018. The Form-G was also made available on the website of IBBI. A copy of publication of Form-G is annexed as Annexure-11.

7. It is also stated that the RP apprised the CoC regarding preparation of information memorandum which was issued to the corporate debtor in October, 2018 and regarding creation of a Virtual Data Room ("VDR") wherein relevant documents pertaining to the corporate debtor were made accessible to the prospective resolution applicants for their evaluation and preparation of their respective resolution plans for the corporate debtor.

8. It is submitted that after publication of Form G on 12.11.2018, the RP received EOI from six potential investors out of which 5 were eligible prospective resolution applicants namely, (a) JM Financial Asset Reconstruction Company Limited, (b) Dhanuka Laboratories Ltd. (c) Meghani LLP, (d) Shiva Consultants Private Limited and (e) IOL Chemicals & Pharmaceuticals Limited.

9. It is submitted that in the third meeting of the CoC on 29.11.2018, the CoC under the provisions of the Code read with Regulation 36B of the CIRP Regulations decided the issuance of Request for Resolution Plan ("RFRP") to the

prospective resolution applicants and in terms of Section 25(2)(h) of the Code, the RP released a RFRP dated 04.12.2018 thereby detailing each step in the process, and the manner and purposes of interaction between the RP and the prospective resolution applicant, along with corresponding timelines and inviting resolution plans from the prospective eligible resolution applicants.

10. It is also submitted that after the last date of submission of EOI, the RP received request for submission of EOI from one of the investors and therefore, to maximise the value of the assets of the corporate debtor, the last date for submission of EOI was extended to 16.01.2019. An addendum to the EOI was published in Business Standard on 10.01.2019. A copy of advertisement published is at Annexure-14. The RP supplemented the RFRP dated 04.12.2018 from time to time vide the First Addendum to the RFRP dated 11.01.2019 and the Second Addendum to the RFRP dated 26.02.2019

11. CA No.114 of 2019 was filed by the RP under Section 12(2) of the IBC, 2016 for extension of the CIRP time period by a further period of 90 days and the same was allowed vide order dated 22.02.2019. A copy of the order is at Annexure-16 of the paper book.

12. In the fifth meeting of CoC dated 07.03.2019, the members of CoC themselves undertook the task of evaluation of resolution plan and therefore they did not appoint any bid evaluator. Further, it is stated that after the extension of last date for submission of resolution plan, the resolution plan was received from only one resolution applicant namely Akums Drugs & Pharmaceuticals Ltd. on 13.03.2019 i.e. the Bid Due Date which was opened in the presence of the CoC in its 6th meeting held on 14.03.2019 and broad parameters (including financial bid)

was disclosed to the members of CoC. The said resolution plan was also uploaded on the Virtual Data Room.

13. The resolution plan was further analysed in the 7th, 8th & 9th meeting of the CoCs during which the resolution applicant submitted the amended resolution plan dated 13.03.2019 as restated on 07.05.2019 along with addendum dt.08.05.2019 & dt.16.05.2019 to the CoC for consideration. The CoC in its tenth meeting held on 18.05.2019, after detailed discussion declared the resolution plan 13.03.2019 as restated on 07.05.2019 read with the addendum dated 08.05.2019 and second addendum dated 16.05.2019 (revised Resolution Plan) submitted by Akums Drugs and Pharmaceuticals Limited as approved by 71.67% voting and accordingly issued a Letter of Intent dt. 20.05.2019 to the successful resolution applicant (Annexure-22).

14. It is prayed to pass an order for approval of resolution plan submitted by resolution applicant – Akums Drugs and Pharmaceuticals Limited as approved with 71.67% voting under Section 30(4) of the Code in the tenth meeting of CoC of the corporate debtor held on 18.05.2019.

15. The RP has filed compliance certificate in Form H (Pg. No. 17-121 Dy.232/4 dt.17.09.2020) as required under I&B Code (Amendment) Ordinance 2018 No.6 of 2018 dated 06.06.2018. It is certified by the RP in para 4 of Form H that the resolution plan complies with all the provisions of the Code, CIRP Regulations and does not contravene any of the provision of law for the time being in force and that the resolution plan stands duly approved by the 71.67% of the voting share of the financial creditors. It is also stated in para 4 (ii) of Form H that the affidavit of the successful resolution applicant regarding its eligibility under

Section 29A of the Code is in order. Copy of the affidavit of the resolution applicant regarding its eligibility under 29A is attached as Annexure A-24 of the application.

16. It is also submitted that CoC while accepting the bid had taken care of all the provisions and Regulations. It is prayed that the application may be allowed and resolution as approved by the CoC in the CIRP of the Corporate Debtor be approved.

17. The learned counsel for the RP submitted that as per revised/updated Form H (Pg. No. 17-121 Dy.232/4 dt.17.09.2020), all the provisions of the Code and Regulations were complied with and that the approval of the resolution plan was made by 71.67% voting share of the major financial creditors in the meeting of the CoC held on 20.05.2019 and therefore, resolution plan submitted by M/s Akum Drugs and Pharmaceuticals Limited has been approved.

18. We have carefully considered the submissions of the learned counsel for the RP and the learned Counsel for the resolution applicant and have also perused the record.

19. The corporate debtor was incorporated on 22.02.1996 and as discussed above, the CIRP proceedings were initiated by order dated 23.08.2018. The present application is filed for the approval of resolution plan by M/s. Akums Drugs & Pharmaceuticals Ltd. The approval has been sought under the provisions of Section 31 (1) of the Code.

20. We may first of all state that after receipt, verification and collation of claims as discussed above, the IRP constituted the CoC as per the provisions of Section 21 of the Code. The details of the financial creditor, the distribution of voting

share among them and the position of voting for the resolution plan is as under (para no.5 of Form H (Diary No.232/4 dated 17.09.2020).

Sl. No.	Name of Creditor	Voting Share (%)	Voting for Resolution Plan (Voted for / Dissented / Abstained)
1	JM Financial Asset Reconstruction Company Limited	71.67	For
2	Union Bank of India	7.16	Against
3	Central Bank of India	6.95	Against
4	Bank of Baroda	5.90	Against
5	Export-Import Bank of India	2.70	Against
6	Canara Bank	2.31	Against
7	Small Industries Development Bank of India	1.71	Abstained
8	PEC Limited	1.60	Against

21. The details of stakeholders under the resolution plan given in para 7 of Form H (supra) is as follows: -

(Amount in rupees lakhs)

Sl. No.	Category of Stakeholder*	Sub-Category of Stakeholder	Amount Claimed	Amount Admitted	Amount Provided under the Plan#	Amount Provided to the Amount Claimed (%)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	Secured Financial Creditors	(a) Creditors not having a right to vote under sub-section (2) of section 21	-NA-	-NA-	-NA-	-NA-
		(b) Other than (a) above: (i) who did not vote in favour of the resolution Plan	42942	42942	3130	7.3%

		(ii) who voted in favour of the resolution plan	108616	108616	7238	6.7%
		Total[(a) + (b)]	151558	151558	10369@	6.8%
2	Unsecured Financial Creditors	(a) Creditors not having a right to vote under subsection (2) of section 21	NA	NA	NA	NA
		(b) Other than (a) above:	NA	NA	NA	NA
		(i) who did not vote in favour of the resolution Plan				
		(ii) who voted in favour of the resolution plan				
		Total[(a) + (b)]	-	-	-	-
3	Operational Creditors	(a) Related Party of Corporate Debtor	-	-	-	-
		(b) Other than (a) above:				
		(i) Government	45,044	32,394	375	1.2%
		(ii) Workmen & Employees	427	379	376	99.1%
		(iii) Other Operational Creditors	9071	4800	375	7.8%
		Total [(a) + (b)]	54541	37573	1126	3.0%
4	Other debts and dues	-	-	-	-	-
Grand Total			206099	189131	11495	6.1%

@This amount includes the CIRP costs to be paid by the applicant in full.

Further, the applicant has also offered Equity shares representing 10% (ten percent) of the issued, subscribed and paid-up share capital of the Corporate Debtor as on Closing Date as defined in the resolution plan to the assenting financial creditors which is not included in the amount. It is not feasible to assign a value to the equity component.

#Amount provided over time under the Resolution Plan and includes estimated value of non-cash components. It is not NPV.

22. The compliance of the resolution plan has been given in para No.9 of Form H (supra) as follows: -

Section of the Code / Regulation No.	Requirement with respect to Resolution Plan	Clause of Resolution Plan	Compliance (Yes / No)
25(2)(h)	Whether the Resolution Applicant meets the criteria approved by the CoC having regard to the complexity and scale of operations of business of the CD?	Part I – Business plan of the resolution applicant in relation to the corporate debtor at Pg. 27.	Yes
Section 29A	Whether the Resolution Applicant is eligible to submit resolution plan as per final list of Resolution Professional or Order, if any, of the Adjudicating Authority?	Part II Mandatory Provisions Cl. 7 at Pg. 69	Yes
Section 30(1)	Whether the Resolution Applicant has submitted an affidavit stating that it is eligible?	Part II Mandatory Provisions Cl. 7 Sub. Cl. 7.1.1. at Pg. 70. Affidavit dated 12.03.2019 at Pg. 125.	Yes
Section 30(2)	Whether the Resolution Plan- (a) provides for the payment of insolvency resolution process costs? (b) provides for the payment to the operational creditors?	Part III Cl. 3 at Pg. 72 Part III Cl. 5 Cl. 6 at Pg. 76	Yes Yes

	(c) provides for the payment to the financial creditors who did not vote in favour of the resolution plan?	Affidavit dated 15.10.2019 filed by Resolution Applicant at Pg. 161 read with Reply filed by the Resolution Professional at Pg. 235 and Resolution Applicant at Pg. 225 to IA 195/20 filed by SIDBI.	Yes
	(d) provides for the management of the affairs of the corporate debtor?	Part II Cl. 4 Sub. Cl. 4.1 at Pg. 67	Yes
	(e) provides for the implementation and supervision of the resolution plan?	Part II Cl. 4 Sub. 4.2at Pg. 69	Yes
	(f) contravenes any of the provisions of the law for the time being in force?		Part II Cl. 6 at Pg.69
Section 30(4)	Whether the Resolution Plan (a) is feasible and viable, according to the CoC? (b) has been approved by the CoC with 66% voting share?	PART II, Cl. 10 at Pg, 70	Yes Yes Voting Result on the Resolution Plan at Pg. 135
Section 31(1)	Whether the Resolution Plan has provisions for its effective implementation plan, according to the CoC?	Part II Clause 4 Sub Clause 4.2 at Pg. 69 Clause 8 at Pg. 70	Yes
Regulation 35A	Where the resolution professional made a determination if the corporate debtor has been subjected to any transaction of the nature covered under sections 43, 45, 50 or 66, before the one hundred and fifteenth day of the	-NA-	The Resolution Professional had appointed a Transaction Auditor to conduct the

	insolvency commencement date, under intimation to the Board?		transaction audit of the transaction entered into by the Corporate Debtor. The Auditor has submitted the Report on 07.01.2019. Accordingly, the RP has filed Application being CA No, 74/2019 with the Hon'ble Adjudicating Authority.
Regulation 38 (1)	Whether the amount due to the operational creditors under the resolution plan has been given priority in payment over financial creditors?	The amendment in Regulation 38(1) has come into effect from 28.11.2019 while the Resolution Plan was approved by the CoC on 20.05.2019 therefore, the said amended Regulation does not apply on the present Resolution Plan.	
Regulation 38(1A)	Whether the resolution plan includes a statement as to how it has dealt with the interests of all stakeholders?	Part II Cl. 5 at Pg. 69	Yes
Regulation 38(1B)	(i) Whether the Resolution Applicant or any of its related parties has failed to implement or contributed to the failure of implementation of any resolution plan approved under the Code. (ii) If so, whether the Resolution Applicant has submitted the statement giving details of such non-implementation?	-NA-	Part II Cl. 9 at Pg. 70 -
Regulation 38(2)	Whether the Resolution Plan provides:	Part II	Yes

	(a) the term of the plan and its implementation schedule?	Cl. 3 at Pg. 67 Part II Cl. 4 at Pg. 67	Yes
	(b) for the management and control of the business of the corporate debtor during its term?	Part II Cl. 4.2 at Pg. 69	Yes
	(c) adequate means for supervising its implementation?		
38(3)	Whether the resolution plan demonstrates that – (a) it addresses the cause of default? (b) it is feasible and viable? (c) it has provisions for its effective implementation? (d) it has provisions for approvals required and the timeline for the same? (e) the resolution applicant has the capability to implement the resolution plan?	Part I, Cl. 1-6 at Pg. 27 Part II, Cl. 3 at Pg. 67, Cl. 4.2 at Pg. 69 and Cl. 8 at Pg. 70	Yes
39(2)	Whether the RP has filed applications in respect of transactions observed, found or determined by him?	CA No. 74/19 filed on 11.01.2019	Yes
Regulation 39(4)	Provide details of performance security received, as referred to in sub-regulation (4A) of regulation 36B.	Bank: State Bank of India, Industrial Finance Branch, New Delhi Date:21.05.2019 Amount:Rs. 25,00,00,000/- (Rupees TwentyFive Crores) at Pg. 122	Yes

23. The approval of the resolution plan has been sought under Section 31

(1) of the Code, reading as follows: -

“(1) If the Adjudicating Authority is satisfied that the resolution plan as approved by the committee of creditors under sub-section (4) of section 30 meets the requirements as referred to in sub-section (2) of section 30, it shall by order approve the resolution plan which shall

be binding on the corporate debtor and its employees, members, creditors, including the Central Government, any State Government or any local authority to whom a debt in respect of the payment of dues arising under any law for the time being in force, such as authorities to whom statutory dues are owed, guarantors and other stakeholders involved in the resolution plan.

Provided that the Adjudicating Authority shall, before passing an order for approval of resolution plan under this sub-section, satisfy that the resolution plan has provisions for its effective implementation.”

24. The conditions provided for in Section 31(1) of the Code for approval of resolution plan are therefore: -

- (a) *The Resolution Plan is approved by the CoC under Section 30(4) of the Code;*
- (b) *The Resolution Plan so approved meets the requirements as referred to in Section 30(2) of the Code;*
- (c) *The Resolution Plan has provisions for its effective implementation.*

The satisfaction of the conditions is discussed below.

25. It is submitted by the RP that the resolution plan has been approved by a vote of 71.67% of voting share of the financial creditor and therefore, the conditions provided for by Section 30(4) of the Code are satisfied.

26. The provisions of Section 30(2) of the Code are as follows: -

30 (2) The resolution professional shall examine each resolution plan received by him to confirm that each resolution plan –

(a) provides for the payment of insolvency resolution process costs in a manner specified by the Board in priority to the (payment) of other debts of the corporate debtor;

(b) provides for the payment of debts of operational creditors in such manner as may be specified by the Board which shall not be less than—

- (i) *the amount to be paid to such creditors in the event of a liquidation of the corporate debtor under section 53; or*
- (ii) *the amount that would have been paid to such creditors; if the amount to be distributed under the resolution plan had been distributed in accordance with the order of priority in sub-section (1) of section 53,*

whichever is higher, and provides for the payment of debts of financial creditors, who do not vote in favour of the resolution plan, in such manner as may be specified by the Board, which shall not be less than the amount to be paid to such creditors in accordance with sub-section (1) of section 53 in the event of a liquidation of the corporate debtor.

Explanation 1.—For the removal of doubts, it is hereby clarified that a distribution in accordance with the provisions of this clause shall be fair and equitable to such creditors.

Explanation 2.—For the purposes of this clause, it is hereby declared that on and from the date of commencement of the Insolvency and Bankruptcy Code (Amendment) Act, 2019, the provisions of this clause shall also apply to the corporate insolvency resolution process of a corporate debtor—

- (i) *where a resolution plan has not been approved or rejected by the Adjudicating Authority;*
- (ii) *where an appeal has been preferred under section 61 or section 62 or such an appeal is not time barred under any provision of law for the time being in force; or*
- (iii) *where a legal proceeding has been initiated in any court against the decision of the Adjudicating Authority in respect of a resolution plan;*
- (c) *provides for the management of the affairs of the corporate debtor after approval of the resolution plan;*
- (d) *The implementation and supervision of the resolution plan;*
- (e) *does not contravene any of the provisions of the law for the time being in force.*
- (f) *confirms to such other requirements as may be specified by the Board.*

Explanation – For the purpose of clause (e). If any approval of shareholders is required under the Companies Act, 2013 (18 of 2013) or any other law for the time being in force for the implementation of actions under the resolution plan, such

approval shall be deemed to have been given and it shall not be a contravention of that Act or law.

27. The compliance of Section 30(2) of the Code is given in para No.9 of Form H (*supra*). The same is being further examined as under: -

Section 30(2)(a): The resolution plan (page 72 of the Dy. No.232/4 dt.17.09.2020) states that payment of insolvency resolution process cost shall be the paid in full towards final payment of the insolvency resolution process costs payable. Further, it is stated that the IRP Costs shall be paid by the Corporate Debtor in priority to any other creditors of the Corporate Debtor in accordance with the Code and the Corporate Debtor (or the Resolution Applicant, as the case may be) shall pay the IRP Costs to the relevant Persons as per the details (including the names, amounts payable to and bank account details of such Persons) provided by the Resolution Professional to the Corporate Debtor in writing at least 7 Business Days prior to the due date of IRP Costs. The plan proposes two repayment options to the financial creditors namely, upfront repayment option and restructured repayment option, the details of which are mentioned in Clause 4 Part II of the plan.

Upon payment of the IRP Costs, the Interim Finance Facility Agreement and all terms and conditions contained therein stand terminated and the Corporate Debtor shall stand released from any and all obligations under or in connection with the Interim Finance Facility Agreement, without the requirement of any further action from any Person. All rights and obligations arising out of or in connection with the provisions of the Interim Finance Facility Agreement shall cease to exist upon the payment of the IRP Costs.

Section 30(2)(b): The resolution plan (pg 76 of Dy. No. 232/4 dt.17.09.2020 and Part III Clause 5 & 6) states that the operational creditors shall be paid in full

and final satisfaction of their claims which includes payment of all the statutory dues and claims of governmental authorities of an amount upto ₹3,75,000/-. Further, the plan provides for an amount of ₹3,75,60,159/- to be paid towards full and final settlement of claims of workmen and employees which shall be paid on the first payment date. Apart from these, an amount of Rs.3,75,000/- is also proposed to be paid upfront to other operational creditors under the plan. It is stated in Form H that the average liquidation value is ₹110 crores.

On behalf of the dissenting financial creditors, it was submitted that the plan is not complying the requirements of Section 30(2)(b) read with Regulation 38(1)(b), as amended. However, on the other hand, the Resolution Professional and the Resolution Applicant submitted that the plan read with the addendums was approved by the COC on 18.05.2019 and since Section 30(2)(b) was amended on 16.08.2019 and that the corresponding Regulation 38(1)(b) was amended w.e.f. 28.11.2019, the said amendments have no application and hence, the plan shall be treated to be in consonance and in accordance with the requirements of the IBC. They further submitted that, however vide the addendum dated 09.10.2019, (Diary No. 5594 dated 15.10.2019) and the reply of the Resolution Applicant vide Diary No. 232/4 dated 17.09.2020, in terms of the orders/observations of this Adjudicating Authority dated 19.08.2019, the Resolution Applicant provided payment to the dissenting financial creditors, in the following manner:-

Particulars	As per earlier plan			As per revised plan			Remarks Calculations
	Upfront	Deferred	Total	Upfront	Deferred	Total	
	Upfront	Deferred	Total				
Dissenting Creditors	12.65	88.35	101	3.58	27.58	31.17	28.33% of ₹110 Cr. (₹31,16,70,700)

Other Creditors				9.07	63.32	72.38	71.6663% of ₹101 Cr. (₹72,38,29,630)
Total amount	12.65	88.35	101	12.65**	90.90	103.55	

It is further submitted that the contention with regard to priority in payment to the dissenting financial creditors over other financial creditors is not tenable since the amendments are subsequent to the approval of the plan.

The Hon'ble Supreme Court of India in **Rahul Jain vs. Rave Scans Pvt. Ltd. & others – CA No. 7940 of 2019 dated 08.11.2019**, while dealing with Regulation 38(1)(c) and in the identical circumstances observed as under:-

“Given that the resolution process began well before the amended regulation came into force and the resolution plan was prepared and approved before that event, the wide observations of the NCLAT, requiring the appellant to match the pay out (offered to other financial creditors) to Hero was not justified.”

In this view of the matter the contention made on behalf of the dissenting financial creditors is rejected.

Section 30(2)(c)(d) & (e): In Part II, Clause 4 of the resolution plan (Pg. 67 of Dy. No. 232/4), it is stated that pursuant to the approval of the plan, a Monitoring Committee comprising of 2 representatives the CoC and 2 representatives of the Resolution Applicant shall be constituted which shall have powers of the board of directors of the company vested in it. Further, it is stated that the chairman of the monitoring committee will be representative of the resolution applicant and the monitoring committee may appoint a professional agency acceptable as Managing Agency for supervision and management of the CD until the closing date. On and from the effective date, the resolution applicant and its nominees shall be the majority shareholder of the corporate debtor and the monitoring committee and the

managing agency shall cease to exist. Until then the resolution applicant and the managing agency shall jointly supervise the implementation of the plan. The monitoring committee will consist of the following members (Diary No.5570 dated 14.010.2019):

S.No.	Representatives of COC	Representatives of the Resolution Applicant
1	Renu Kochar (JMARCL)	Sandeep Jain
2	Kumar Gaurav (JMFARCL)	D.C.Jain

Section 30(2) (f): In Form H (*supra*) (para No.4), the RP has certified that the resolution plan complies with the provisions of the Code and Regulations and does not contravene any of the provisions of law for the time being in force

28. When the matter was listed on 20.09.2019, all the parties were directed to submit their suggestions regarding disbursement of the amount of ₹2.3 crores to be paid by Orbit Lifesciences Private Limited on the basis of the observations made by the **Hon'ble NCLAT in the order dated 12.09.2019 in Company Appeal (AT) (Insolvency) No.846 of 2019**. Also the resolution applicant, resolution professional as well as the Lenders of the resolution applicant were directed to file their convenience compilations and the resolution applicant was also directed to file an affidavit with regard to the latest amendment made to Section 30(2) of the Code before the next date of hearing.

29. In compliance of the order dated 20.09.2019, the learned counsel for the RP filed affidavit vide Diary No.5673 dated 16.10.2019 stating therein that the expenses incurred for running the corporate debtor as a going concern during the

period when the Bailor Bailee Agreement was in subsistence (prior to the initiation of the CIRP of the corporate debtor and immediately thereafter) have been borne out of the interim finance provided by the lenders of the corporate debtor as CIRP costs during the CIRP of the corporate debtor. Therefore, the dues amounting to ₹2.3 crores payable by Orbit Lifesciences Private Limited should be utilised towards CIRP costs. It is further submitted that in case the above stated amount of ₹2.3 crore is not utilised towards CIRP costs, the same may be considered to be distributed in the manner and in the order of priority as provided under Section 53 of the Code, which deals with distribution of proceeds from the sale of assets in the event of liquidation of the corporate debtor.

30. During the course of hearing on 17.10.2019, the learned Senior Counsel appearing for the resolution applicant submitted that they have no objection, if the amount payable by the Orbit Lifescience Private Limited is shared among the financial creditors and that they will not have any claim over the same. The statement of the learned Senior Counsel for the resolution applicant was taken on record. Also JMFARC Limited-financial creditor with 71.6% voting share in the CoC submitted that they have no objection, if the resolution plan is approved by this Tribunal.

31. In compliance of order dt.14.11.2019, the RP filed compliance affidavit (Dy. No.6507 dt.21.11.2019) stating that the resolution plan is in compliance with all the provisions of section 30(2) and COC has approved the said plan by applying its commercial wisdom after thorough examination. Reliance is placed on the decision held by the Hon'ble Apex court in the matter of **Essar Steel India Ltd. Vs.**

Satish Kumar Gupta & Ors.

32. Further, the RP and the Resolution Applicant filed their separate affidavits (Dy. No 1590 & 1591 dt.26.02.2020) in compliance of order dt.06.02.2020 stating therein that the conditions mentioned under clause 11 of Part 1 of the resolution plan shall no longer be treated as Conditions Precedent and the resolution applicant shall approach the relevant statutory and other authorities for grant of approval of consent, if required under clause 11 of Part I of the said Resolution Plan which shall be processed in accordance with law. Further, it was stated that the resolution applicant agrees that the Reliefs and Concessions sought under para 6.13 of part I of the resolution plan shall not be treated as Reliefs and Concessions before the adjudicating authority and in respect of such relief and concessions, the resolution applicant will approach such relevant authorities in future. Also, it was stated that the non-grant of Conditions Precedent and Relief and Concessions sought under the scheme shall not affect the implementation of the resolution plan by the resolution applicant. Copy of the affidavit of the resolution applicant is attached as Annexure -1 (Dy. No. 1590) and copy of board resolution dated 13.02.2020 is attached as Annexure -1 (Dy. No. 1591)

33. With regard to complaint of Mr. Japsreet Singh vide email to the Finance Minister against the approval of the said resolution plan and as per order dt.10.11.2020, reply has been filed by 3 financial creditors namely JMFARCL, Central Bank of India (CBI) and SIDBI. The JMFARCL in its reply (Dy. No. 251/10 dt.20.11.2020) has submitted that there is no locus standi of Mr. Jaspreet Singh to challenge the commercial wisdom and decision of the COC. Also reliance has been placed on para 42 of the decision of Hon'ble Supreme Court in **K. Sashidhar Vs. Indian Overseas Bank & Ors. (Civil Appeal No.10673 of 2018 dated**

05.02.2019) *inter alia* stating that no corresponding provision has been envisaged by the legislature to empower the resolution professional., the Adjudicating Authority (NCLT) or for that matter the appellate authority (NCLAT), to reverse the “commercial decision” of the CoC. It was also held that from the legislative history there is contra indication that the commercial or business decisions of the financial creditors are not open to any judicial review by the adjudicating authority or the appellate authority. The said decision was also recently affirmed by the Hon’ble Supreme Court in the matter of **Committee of Creditors of Essar Steel India Limited vs Satish Kumar Gupta & Ors. (Civil Appeal No. 8766-67/2019)**. Further it has been submitted that the issue pertaining to liquidation value is Res Integra and has been settled by the Apex Court in the case of **Maharashtra Seamless Limited vs. Padmanabhan Venkatesh & Ors. on 22.01.2020, (2006) 6 SCC 298** (para 25-28 of the said order).

34. SIDBI in its reply (Dy.251/9 dt.17.11.2020) has submitted that it had filed a detailed complaint with IBBI under regulation 3(3) of Grievance and Complaint Handling Procedure Regulation, 2017 and also before the Institute of Insolvency Professionals of ICAI (IIPI) under section 204 (f) of the code regarding the irregularities committed by the RP and his associates. Copies of same are attached as Annexure R-1 & R-2 resp. Central Bank of India in its reply has submitted that it being a minority shareholder could not object to the CIR proceedings undertaken by the RP as per the direction of JMFARCL, however CBI adopts the same reply as that of SIDBI (Dy. No.1097/2 dt.9.11.2020).

35. As regards the amendment in Section 30(2)(b) made by Act No.26 of 2019 w.e.f. 06.08.2019, the plan provides amount for the treatment with regard to

dissenting financial creditors which had been discussed in para no 27 (supra) and therefore, the provision in this case has been complied with and that as regards operational creditors, the provision is made for ₹3,75,60,159 towards claims of the Workmen and Employees of the Corporate Debtor and ₹3,75,00,000 separately each for the claims of other operational creditors, statutory dues and labour dues are more than the amounts payable to them under Section 30(2)(b)(i) and (ii) of the Code.

36. We now examine the compliance of the proviso to Section 31(1) of the Code that the resolution plan has provisions for its effective implementation. The resolution plan states that Monitoring Committee and Managing agency as defined in clause Clause 4.1.1 & clause 4.1.2 of Part II of the resolution plan shall monitor and supervise the implementation of the resolution plan from the date of approval of the plan by the adjudicating authority till closing date. Also Clause 8 Part II contains the details pertaining to the implementation provisions of the plan. The term of the plan is stated to be 4 years from the date of NCLT approval. Apart from infusion of ₹112,25,60,159/- in the Corporate Debtor for repayment of the Corporate Debtor's creditors, the Resolution Applicant also proposes to infuse additional capital of around ₹40,00,00,000 for investment in capital expenditure in plant, machinery and equipment and working capital needs.

37. With reference to compliance of Section 30(2) (c) and (d) of the Code, we have discussed that the resolution plan states that the resolution applicant undertakes that on approval of the resolution plan by the Adjudicating Authority, the resolution applicant proposes to appoint a Monitoring and Supervising Committee to provide for implementation and supervision of the plan in Phase I.

The constitution of the committee is also discussed above. The terms of the plan and its implementation schedule is stated to be four years from the approval of the plan by the Adjudicating Authority.

38. As per Regulation 39(4) of the regulations, the resolution applicant has furnished performance security in the form of bank guarantee of amount ₹25cr. dated 02.11.2020 which is valid till 30.11.2021. Copy of the Bank Guarantee is at Annexure -2 (Dy. No.2321/13 dt.24.11.2020)

39. In part 15 of Form H supra, it is stated that 4 applications have been filed with the NCLT under Section 43, 45, 50 and 66 of the Code regarding preferential, undervalued, extortionate credit transaction and fraudulent transaction. The relevant applications are under hearing by the Tribunal.

40. We have discussed above that the requirements under Section 31(1) of the Code are satisfied in the present case. In para No.4 of Form H (*supra*) the RP has certified that the resolution plan complies with all the provisions of the Code and Regulations and does not contravene any of the provisions of the law for the time being in force. The RP has also certified that the resolution applicant namely Akums Drugs & Pharmaceuticals Ltd. has submitted affidavit pursuant to Section 30(1) of the Code confirming its eligibility under Section 29A of the Code to submit the resolution plan and the contents of the said affidavit are in order. The RP has submitted that the resolution plan has been approved by the CoC with 71.67% voting share in accordance with the provisions of the Code and CIRP Regulations made thereunder and after considering the feasibility and viability and other requirements specified by the CIRP Regulations.

41. In view of the above discussion, the resolution plan submitted by M/s. Akums Drugs & Pharmaceuticals Ltd. as approved by the CoC under Section 30 (4) of the Code is approved and the resolution plan so approved shall be binding on the corporate debtor and its employees, members, creditors including the Central Government, any State Government or any local authority to whom a debt in respect of the payment of dues arising under any law for the time being in force, such as authorities to whom statutory dues are owed, guarantors and other stakeholders involved in the resolution plan.

42. Under the provisions of Section 31 (3) of the Code, we also direct as under: -

- a) The moratorium order passed by the Adjudicating Authority under Section 14 of the Code on 23.08.2018 shall cease to have effect; and
- b) The RP shall forward all records relating to the conduct of the CIRP and the resolution plan to the Board to be recorded on its database.

43. CA No.389/2019 is disposed of.

(Raghu Nayyar)
Member (Technical)

Sd/-
(Ajay Kumar Vatsavayi)
Member (Judicial)

January 12th, 2021
YP

CONSENT CONDITION OF AIR WATER

Sr.No	Observation	Compliances Status
01	The industry shall install additional APCD in addition to the cyclone already installed with the boiler within 3 months.	Additional APCD installed at boiler photo attached as Annexure-I
02	The industry shall install STP for the treatment of domestic waste water within 3 months.	Po has been released to Vendor, Work progress photo attached as Annexure-II
03	The industry shall install new ATFD at the site, within 3 months.	Po has been released to Vendor, Work progress photo attached as Annexure-III
04	The industry shall carryout the Environmental Audit Study Report for the area inside the industry and outside the industry and shall include ground water study, ambient air quality monitoring, Solvent Recovery Plant audit, ETP audit which should include the adequacy of Zero liquid discharge based technology ETP from a Technical Institute of good repute and submit the report within 3 months.	Environmental Audit Study Po has been released. Communication attached as Annexure-IV
05	The industry shall submit a material balance statement for all the product being manufactured within 3 months.	Copy of material balance attached as Annexure- V
06	The industry shall submit a Water balance statement for all the product being manufactured within 3 months.	Copy of Water balance attached as Annexure-VI
07	The industry shall get the components of old ETP removed from the site, within 02 months	Old ETP removed photo attached as Annexure- VII
08	The industry shall obtain permission from PWRDA for abstraction of ground water and shall comply with the guidelines issued by PWRDA from time to time.	Complied and Noted Permission No. PWRDA/03/2022/L3/348
09	The industry shall not discharge any effluent at any unauthorized place by any unauthorized means i.e. shall not discharge any wastewater in any drain / inland surface waters / drain/choe/nallah/ onto land for stagnation or outside its premises, at any time, under any circumstances.	200 KLD ETP has been installed based on ZLD treatment, as such, no effluent is discharged thus, this condition is not applicable to our unit. Only authorized mode of disposal of treatment is being practiced.
10	The industry shall ensure that the activities of unit does not create any nuisance in the surrounding areas and no public complaints are received	No nuisance is caused due to activities of the unit in its vicinity.
11	The industry shall apply for obtaining authorization under the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016, within 15 days.	Complied we have obtained Hazardous
12	The Consent is being issued to the industry based upon the documents/ information submitted by it along with the online application form. The Board would be at liberty to take penal action against the industry and its responsible/ concerned person(s) in case information/document is detected as incorrect/false/misleading at any point of time.	Agreed & Noted
13	In case the industry fails to comply with the provisions of the Water (Prevention & Control of Pollution) Act, 1974, Air (Prevention & Control of Pollution) Act, 1981, Environment (Protection) Act, 1986 and/or any other environmental law applicable to the project and Rules, Circulars & Directions issued by the Board from time to time, action as deemed fit shall be taken against the industry.	Agreed & Noted

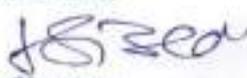
CONSENT CONDITION HAZARDOUS WASTE

Sr.No	Conditions	Compliance Status
01	The industry shall comply with the provisions of the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016, at all times.	We stored/ Maintained hazardous waste within premises in environmentally sound manner as per provision of the Hazardous and other wastes (Management and Tran's boundary Movement) Rules, 2016
02	The industry shall not generate any other category of hazardous waste in its premise, except the hazardous wastes mentioned in this authorization.	Complied We generate those Hazardous waste which it has been granted by PPCB as authorization the rule HWM Rules,2016
03	The industry shall keep proper record of incineration of hazardous waste of different categories, at all times.	Complied Hazardous waste disposal through Captive incineration within premises records are well maintained.
04	The industry shall submit record of manifests of lifting of hazardous waste in form 10, as per the provisions of the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016.	Complied and Noted. Form 10 attached as Annexure-I
05	The industry shall not dispose any of the hazardous waste through any un-authorized/ legal mode, at any point of time.	We disposed off generated hazardous waste Treatment & Disposal Facility as per provision of the Hazardous wastes (Management and transboundary Movement) Rules.2016

COMPLAINT OF THE CONSENT CANCELLATION OF AIR (Prevention & Control of Pollution) Act, 1981 for Discharge of emission arising out of premises.

A		General Conditions	
Sr.No	Conditions	Compliance Status	
01	The industry shall apply for consent of the Board as required under the provisions of Water (Prevention & Control of Pollution) Act, 1974, Air (Prevention & Control of Pollution) Act, 1981 & Authorization under Hazardous and other Wastes (Management and Transboundary Movement) Rules, 2016, two months before the commissioning of the industry.	We are applying for renewal of consent well before its expiry.	
02	The industry shall provide adequate arrangements for fighting the accidental leakages/ discharge of any air pollutant/gas/liquids from the vessels, mechanical equipments etc. which are likely to cause environmental pollution.	The industry has provided adequate arrangements for fighting the accidental leakages/ discharge of any air pollutant/gas/liquids from the vessels, mechanical equipment's etc.	
03	The industry shall apply for further extension in the validity of the CTE atleast two months before the expiry of this CTE, if applicable.	Agreed and Noted.	
04	The industry shall comply with any other conditions laid down or directions issued by the Board under the provisions of the Water (Prevention & Control of Pollution) Act, 1974 and the Air (Prevention & Control of Pollution) Act, 1981 from time to time.	Agreed and Noted for compliance.	
05	The project has been approved by the Board from pollution angle and the industry shall obtain the approval of site from other concerned departments, if need be.	The industry has obtained required permissions from other concerned departments.	
06	The industry shall get its building plans approved under the provisions of section 3-A of Punjab Factory Rules, 1952	Building plans has already been got approved under the provisions of section 3-A of Punjab Factory Rules, 1952	
07	The industry shall put up display board indicating the Environment data in the prescribed format at the main entrance gate	Display board indicating the environment data in the prescribed format has been affixed at the main entrance gate of the unit.	
08	The industry shall provide port-holes, platforms and/or other necessary facilities as may be required for collecting samples of emissions from any chimney, flue or duct or any other outlets	Platform and portholes have been provided on the stacks of the boilers as per norms of the PPCB.	
	Specifications of the port-holes shall be as under		
	i) The sampling ports shall be provided at least 8 times	Complied and Noted	

For Akums Lifesciences Ltd.


 Auth. Signatory

COMPLAINEE OF THE CONSENT CONDITION OF AIR (Prevention & Control of Pollution) Act, 1981 for Discharge of emission arising out of premises.

	chimney diameter downstream and 2 times upstream from the flow disturbance. For a rectangular cross section the equivalent diameter (De) shall be calculated from the following equation to determine upstream, downstream distance:- De = 2 LW / (L+W) Where L= length in mts. W= Width in mts.																
i)	The sampling port shall be 7 to 10 cm in diameter																
Sr.No	Conditions	Compliance Status															
	The industry shall discharge all gases through a stack of minimum height as specified in the following standards laid down by the Board.	No fugitive emissions are being discharged. The flue gas emissions of the boilers and process emissions are being discharged through the authorized stacks only.															
i)	Stack height for boiler plants	Complied 30 mtr.															
09	<p>S.No. Boiler with Steam Generating Capacity Stack heights</p> <p>More than 5 ton/hr to 10 ton/hr</p> <p>ii) For industrial furnaces and kilns, the criteria for selection of stack height would be based on fuel used for the corresponding steam generation.</p> <p>iii) Stack height for diesel generating sets:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Capacity of diesel generating set</th> <th>Height</th> <th>Height of the Stack</th> </tr> </thead> <tbody> <tr> <td>50-100 KVA</td> <td>-do-</td> <td>+ 2.0 mt</td> </tr> <tr> <td>100-150 KVA</td> <td>-do-</td> <td>+ 2.5 mt</td> </tr> <tr> <td>200-250 KVA</td> <td>-do-</td> <td>+ 3.5 mt</td> </tr> <tr> <td>250-300</td> <td>-do-</td> <td>+ 3.5 mt</td> </tr> </tbody> </table>	Capacity of diesel generating set	Height	Height of the Stack	50-100 KVA	-do-	+ 2.0 mt	100-150 KVA	-do-	+ 2.5 mt	200-250 KVA	-do-	+ 3.5 mt	250-300	-do-	+ 3.5 mt	Complied and Noted
Capacity of diesel generating set	Height	Height of the Stack															
50-100 KVA	-do-	+ 2.0 mt															
100-150 KVA	-do-	+ 2.5 mt															
200-250 KVA	-do-	+ 3.5 mt															
250-300	-do-	+ 3.5 mt															

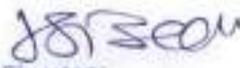
For Akums Lifesciences Ltd.

Auth. Signatory

COMPLAINEE OF THE CONSENT CONDITION OF AIR (Prevention & Control of Pollution) Act, 1981 for Discharge of emission arising out of premises.

	For higher KVA rating stack height H (in meter) shall be worked out according to the formula: $H = h + 0.2 \cdot (KVA)^{0.5}$ where h = height of the building in meters where the generator set is	
Sr.No	Conditions	Compliance Status
10	The industry shall put up canopy on its DG sets and also provide stack of adequate height as per norms prescribed by the Board and shall ensure the compliance of instructions issued by the Board vide office order no. Admm./SA-2/F.No.783/2011 /448 dated 8/6/2010.	03Nos. DG sets 1000, 625 & 500 KVA capacity each have been installed which are equipped with canopy.
11	The industry shall provide flow meters at the source of water supply, at the outlet of effluent treatment plant and shall maintain the record of the daily reading and submit the same to the concerned Regional Office by the time to time.	Water meters (EMF) have been provided at the source of water supply and at the outlet of ETP. Record of readings of these meters is being maintained.
12	The industry shall make necessary arrangements for the monitoring of stack emissions and shall get its emissions analyzed from lab approved / authorized by the Board:-	Adequate arrangements have been provided for collection of emissions samples from the stacks. The PPCB is monitoring the quality of stack emissions in every quarter and the industry is found complying with the prescribed standards. In addition pollutants in the stack emissions are being got monitored from the third party once in every quarter.
	1 Once in Year for Small Scale Industries,	
	2 Twice/thrice/four time in a Year for Large/Medium Scale Industries	
13	The pollution control devices shall be interlocked with the manufacturing process of the industry.	Since the APCD has been installed on line with the flue duct due to which it cannot be bye-passed, as such, there is no need of interlocking of the same with the main manufacturing process of the unit.
14	The Board reserves the right to revoke this "consent to establish" (NOC) at any time, in case the industry is found violating any of the conditions of this "consent to establish" and/or the provisions of Water (Prevention & Control of Pollution) Act, 1974 and Air (Prevention & Control of Pollution) Act, 1981 as amended from time to time	Agreed and Noted.
15	The industry shall plant minimum of three suitable varieties of trees at the density of not less than 1000 trees per acre along the boundary of the industrial premises	Necessary plantation has been made.
16	The issuance of this consent does not convey any property right in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of Central, State or Local Laws or Regulations.	Agreed and Noted.
17	The consent does not authorize or approve the construction of any physical structures or facilities for undertaking of any work in any natural watercourse.	Agreed and Noted.

For Akims Lifesciences Ltd.


Auth. Signatory

COMPLAINEE OF THE CONSENT CONDITION OF AIR (Prevention & Control of Pollution) Act, 1981 for Discharge of emission arising out of premises.

Sr.No	Conditions	Compliance Status
18	Nothing in this NOC shall be deemed to neither preclude the institution of any legal action nor relieve the applicant from any responsibilities, liabilities or penalties to which the applicant is or may be subjected under this or any other Act.	Agreed and Noted.
19	The diversion or bye pass of any discharge from facilities utilized by the applicant to maintain compliance with the terms and conditions of this consent is prohibited except: (i) Where unavoidable to prevent loss of life or some property damage or (ii) Where excessive storm drainage or run off would damage facilities necessary for compliance with terms and conditions of this consent. The applicant shall immediately notify the consent issuing authority in writing of each such diversion or bye-pass.	Agreed and Noted.
20	The industry shall comply with the conditions imposed if any by the SEIM/MOEF in the Environmental Clearance granted to it as required under EIA notification dated 14/9/06.	The industry will comply with the conditions of the Environmental Clearance granted to it vide no.J-11011/926/2007- LA. II (I) dated 17.03.2009, in letter and spirit.
21	The industry shall earmark a land within their premises for disposal of boiler ash in an environmentally sound manner and / or the industry shall make necessary arrangements for proper disposal of fuel ash in a scientific manner and shall maintain proper record for the same, if applicable.	The fuel ash generated from the boilers is being collected in an Environmentally Sound Manner and given to the brick kilns for making bricks and farmers for conditioning of soil.
22	The industry shall obtain and submit insurance cover as required under the Public Liability Insurance.	Cover under the Public Liability Insurance Act, 1991 has already been taken, which is valid up to 25 Aug 23 to 24.
23	The industry shall submit a site emergency plan approved by the Chief Inspector of Factories, Punjab as applicable.	The industry has already prepared the on-site emergency plan.
24	The industry shall provide proper and adequate air pollution control arrangements for control emission from its coal/fuel handling area, if applicable.	Water sprinkling system has been provided to control the fugitive emissions from fuel handling area.
25	The industry shall comply with the code of practice as notified by the Government Board for the type of industries where the siting guidelines / code of practice have been notified.	No code of practice has been laid down by the PPCB for pharma industries for which the compliance is to ensured.
Sr.No	Conditions	Compliance Status
26	Solids, sludge, filter backwash or other pollutant removed from or resulting from treatment or control of waste waters shall be disposed off in such a manner so as to prevent any pollutants from such materials from entering into natural water.	All the solid wastes generated from the unit process and operation are handled in an environmentally sound manner.

For Akums Lifesciences Ltd.


Auth. Signatory

COMPLAINEE OF THE CONSENT CONDITION OF AIR (Prevention & Control of Pollution) Act, 1981 for Discharge of emission arising out of premises.

27	The industry shall submit a detailed plan showing therein the distribution system for conveying wastewaters for application on land for irrigation along with the crop pattern to be adopted throughout the year.	The ETP has been installed based on ZLD treatment, as such, no wastewater is discharged, thus, this condition is not applicable to our unit.
28	The industry shall not irrigate the vegetable crops with the treated effluents which are used/consumed as raw.	No wastewater is discharged anywhere except reuse in the process/utility.
29	The industry shall ensure that its production capacity & quantity of trade effluent do not exceed the quantity mentioned in the NOC and shall not carry out any expansion without the prior permission/NOC of the Board.	There is no change in the consented/allowed production capacity.
30	All amendments/revisions made by the Board in the emission/stack height standards shall be applicable to the industry from the date of such amendments/revisions.	Agreed and Noted for compliance.
31	The industry shall not cause any nuisance/traffic hazard in vicinity of the area.	No nuisance/traffic hazard is caused due to activities of the unit in its vicinity.
32	The industry shall maintain the following record to the satisfaction of the Board •	Proper record is being maintained with regard to following.
	i Log books for running of air pollution control devices or pumps/motors used for it.	
	ii Register showing the result of various tests conducted by the industry for monitoring of stack emissions and ambient air.	
	iii Register showing the stock of absorbents and other chemicals to be used for scrubbers.	

For Akums Lifesciences Ltd.


Auth. Signatory

COMPLAINT OF THE CONSENT CONDITION OF AIR (Prevention & Control of Pollution) Act, 1981 for Discharge of emission arising out of premises.

Sr.No	Conditions	Compliance Status
33	The industry shall ensure that there will not be significant visible dust emissions beyond the property line	Industry has not emitting any significant visible dust emissions beyond the property line.
34	The industry shall establish sufficient number of piezometer wells in consultation with the concerned Regional Office, of the Board to monitor the impact on the Ground Water Quantity due to the industrial operations if applicable	Already provided to ascertain the quality of ground water. Groundwater analysis reports are being submitted to the PPCB from time to time.
35	The industry shall provide adequate and appropriate air pollution control devices to contain emissions from handling, transportation and processing of raw material & product of the industry	The industry has already provided proper and adequate APCDs to contain the conc. of various pollutants within the prescribed standards. All these APCDs are being operated properly and effectively to ensure the compliance of the prescribed standards at all the times.
B SPECIAL CONDITIONS		
Sr.No	Conditions	Compliance Status
1	This consent to operate has been granted for manufacturing of Cefepime Hydrochloride @ 30 Kgs/day, Cefrozil @ 20 Kgs/day, Cefpodoxim e Proxetil @ 100 Kgs/day, Ceftriaxone Sodium @ 100 Kgs/day, Cefixime @ 80 Kgs/day, Cefdinir @ 10 Kgs/day, Cefuroxime Axetil Amorphous @ 126.67 Kgs/day, only.	Industry is manufacturing product as per consent, i.e. Cefepime Hydrochloride @ 30 Kgs/day, Cefrozil @ 20 Kgs/day, Cefpodoxim e Proxetil @ 100 Kgs/day, Ceftriaxone Sodium @ 100 Kgs/day, Cefixime @ 80 Kgs/day, Cefdinir @ 10 Kgs/day, Cefuroxime Axetil Amorphous @ 126.67 Kgs/day.
2	The industry shall only manufacture the products and limit their quantities, for which it has been granted consent to operate from the Board. It shall not manufacture any other product without the prior written permission of the Board/ Competent Authority.	The industry is manufacturing only those products for which EC has been obtained, as such, the industry is not manufacturing any other products.
3	The industry will dispose of their hazardous waste to TSDF, Nimbua immediately	All categories of hazardous waste are being collected and managed as per the provisions of the HWM Rules, 2016. The storage-able hazardous wastes are being regularly got lifted by operator of the common TSDF.
4	The industry shall install OCEMS with the stack of boiler and connect it with the PPCB server	OCEMS with the stack of boiler has been installed and connected with the server of PPCB and CPCB.
5	The industry will connect the OCEMS provided with SRP plant with the PPCB server	OCEMS provided with SRP has been connected with the server of PPCB and CPCB.
6	The industry will ensure that the CCTV cameras shall always remain connected with the PPCB server.	All the CCTV cameras are connected with the server of PPCB and their connectivity at all the times with the said server is ensured.
7	The industry shall comply with decision of hearing dated 27/1/2023 and submit the report in the O/o the Environmental Engineer, Regional Office, SAS Nagar, in Lieu to Board letter no. 3540 dated 17.05.2023.	The industry is complying with the decisions of the hearing held on 27.01.2023 and compliance in this regard has already been submitted to the Board.
8	The industry will maintain record of generation, disposal and balance quantity of boiler ash.	The industry is maintaining proper record of generation, disposal and balance quantity of boiler ash.
9	The industry will comply with the conditions of the Environmental Clearance granted to it vide no. J-11011/926/2007- IA II (I) dated 17.03.2009.	The industry is complying with the conditions of the Environmental Clearance granted to it vide no. J-11011/926/2007- LA, II (I) dated 17.03.2009, in letter and spirit.

For Akums Lifesciences Ltd.



Auth. Signatory

COMPLAINEE OF THE CONSENT CONDITION OF AIR (Prevention & Control of Pollution) Act, 1981 for Discharge of emission arising out of premises.

10	The industry shall monitor fugitive emissions in the plant premises at least once in every quarter through labs recognized under Environment (Protection) Act, 1986, as per the additional condition imposed in the Environmental Clearance granted to it by the MoEF&CC	Necessary arrangements have been provided for control of fugitive emissions.
11	The industry shall install system to carryout Ambient Air Quality monitoring for common/criterion parameters relevant to the main pollutants released (e.g., PM10 and PM25 in reference to PM emission, and SO2 and NOx in reference to SO2 and NOx emissions) within and outside the plant area at least at four locations (one within and three outside the plant area at an angle of 120 each), covering upwind and downwind directions, as per the additional condition imposed in the Environmental Clearance granted to it by the MoEF&CC.	The industry is under process to installed ambient air monitoring station to monitor the quality of ambient air. PPCB is itself monitoring the ambient air quality in every quarter. As per analysis report of the PPCB, the unit is found complying with the prescribed norms.
12	The industry shall obtain all the statutory approvals/clearances from the concerned departments.	All necessary statutory approvals/clearances have been obtained from the concerned departments.
13	This Consent is being issued to the industry based upon the documents/ information submitted by it alongwith the online application form. The Board would be at liberty to take penal action against the industry and its responsible/ concerned person(s) in case information/document is detected as incorrect/false/misleading at any point of time, without any opportunity of Personal Hearing	Agreed and noted.
14	In case the industry fails to comply with the provisions of the Water (Prevention & Control of Pollution) Act, 1974, Air (Prevention & Control of Pollution) Act, 1981, Environment (Protection) Act, 1986 and/or any other environmental law applicable to the project and Rules, Circulars & Directions issued by the Board from time to time, action as deemed fit shall be taken against the industry.	Agreed and noted.

For AKUMS LIFE SCIENCES LTD,

Authorized Signatory

For Akums Lifesciences Ltd.


Auth. Signatory

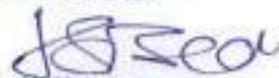
304

84

COMPLAINE OF THE CONSENT CONDITION OF WATER
u/s 25/26 of Water (Prevention & Control of Pollution) Act, 1974 for discharge of effluent.

A. GENERAL CONDITIONS		
Sr.No	Condition	Compliance Status
1	This consent is not valid for getting power load from the Punjab State Power Corporation Limited or for getting loan from the financial institutions.	We have neither obtained any additional power load nor loan from the Financial Institutions, on the basis of this consent.
2	The industry shall apply for renewal/further extension in validity of consent atleast two months before expiry of the consent.	We are applying for renewal of consent well before its expiry.
3	The industry shall ensure that the effluent discharging through the authorized outlet shall conform to the prescribed standards as applicable from time to time.	The industry is operating the ETP properly and effectively to ensure the compliance of the prescribed standards at all the times.
4	The industry shall plant minimum of three suitable varieties of trees at the density of not less than 1000 trees per hectare all along the boundary of the industrial premises.	Yes, agreed.
5	The achievement of the adequacy and efficiency of the effluent treatment plant/pollution control devices/recirculation system installed shall be the entire responsibility of the industry.	Agreed and noted for compliance.
6	The industry shall ensure that the Hazardous Wastes generated from the premises are handled as per the provisions of the Hazardous Wastes(Management, Handling and Trans boundary Movement) Rules, 2008 as amended time to time , without any adverse effect on the environment, in any manner	The industry is generating hazardous wastes of category 5.1, 33.1, 20.3, 28.3, 28.4, 28.6, 35.3, 36.2, 37.2, 37.3, which are being handled as per the provisions of the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016.
7	The responsibility to monitor the effluent discharged from the authorized outlet and to maintain a record of the same rests with the industry. The Board shall only test check the accuracy of these reports for which the industry shall deposit the samples collection and testing fee with the Board as and when required	The industry is operating the ETP properly and effectively to ensure the compliance of the prescribed standards at all the times. Also, OCEMS has been installed to get the real time data of the treated wastewater quality, which is connected with the server of the PPCB/CPCB.
8	The industry shall submit balance sheet of every financial year to the concerned Regional Office by 30th June of every year	Compliance of this condition is already done and will also be ensured in future.
9	The industry shall submit a yearly certificate to the effect that no addition/up-gradation/modification/modernization has been carried out during the previous year otherwise the industry shall apply for the varied consent	A certificate to the effect that no addition / up-gradation/ modification/ modernization has been carried out during the previous year, is attached herewith.
10	During the period beginning from the date of issuance and the date of expiration of this consent, the applicant shall not discharge floating solids or visible foam.	Compliance of this is ensured in letter and spirit.
11	Any amendments/revisions made by the Board in the tolerance limits for discharges shall be applicable to the industry from the date of such amendments/revisions	We shall ensure the compliance in letter & spirit of the amendment/revision made in the effluent standards laid down from time to time by the Board/CPCB/MOEF.

For Akums Lifesciences Ltd.


Auth. Signatory

**COMPLAINE OF THE CONSENT CONDITION OF WATER
u/s 25/26 of Water (Prevention & Control of Pollution) Act, 1974 for discharge of effluent.**

12	The industry shall not change or alter the manufacturing process(es) so as to change the quality and/or quantity of the effluents generated without the written permission of the Board.	There is no change in the manufacturing process.
13	Any upset conditions in the plant/plants of the factory, which is likely to result in increased effluent and/or result in violation of the standards lay down by the Board shall be reported to the Environmental Engineer.Punjab Pollution Control Board of concerned Regional Office immediately failing which any stoppage and upset conditions that come to the notice of the Board/its officers, will be deemed to be intentional violation of the conditions of consent.	Agreed and compliance of the condition will be ensured.
14	. The industry shall provide terminal manhole(s) at the end of each collection system and a manhole upstream of final outlet (s) out of the premises of the industry for measurement of flow and for taking Samples.	Terminal manhole provided at the final outlet for taking treated wastewater samples.
15	The industry shall for the purpose of measuring and recording the quantity of water consumed and effluent discharged, affix meters of such standards and at such places as approved by the Environmental Engineer.Punjab Pollution Control Board of the concerned Regional Office.	Water meters (EMF) have been provided at the source of water supply and at the outlet of ETP.Record of readings of these meters is being maintained.
16	The industry shall maintain record regarding the operation of effluent treatment plant i.e. Record of quantity of chemicals and energy utilized for treatment and sludge generated from treatment so as to satisfy the Board regarding regular and proper operation of pollution control equipment.	Proper log book for operation of the ETP is being maintained.
17	The industry shall provide online monitoring equipment for the parameters as decided by concerned Regional Office with the effluent treatment plant/air pollution control devices installed, if applicable.	OCEMS has been installed to get the real time data of the treated wastewater quality and on the stack boiler ,which are connected with the server of the PPCB/CPCB.
18	The pollution control devices shall be interlocked with the manufacturing process of the industry	Interlocking is not possible being aerobic biological based ETP since the aeration tank is required to be kept in operation even during shut down period for the survival of the biomass.
19	The authorized outlet and mode of disposal shall not be changed without the prior written permission of the Board	There is no change in the authorized outlet and mode of disposal of the wastewater.
20	The industry shall comply with the conditions imposed by the SEIM I MOEF in the environmental clearance granted to it as required under EIA notification dated 14/9/06, if applicable.	The industry is complying with the conditions imposed in the EC in letter and spirit.
21	The industry shall obtain and submit Insurance cover as required under the Public Liability Insurance Act,1991	Cover under the Public Liability Insurance Act, 1991 has already been taken, which is valid up to 24 Aug.2024

For Akums Lifesciences Ltd.



Auth. Signatory

**COMPLAINEE OF THE CONSENT CONDITION OF WATER
u/s 25/26 of Water (Prevention & Control of Pollution) Act, 1974 for discharge of effluent.**

22	The industry shall not use any unauthorized outlet(s) for discharging effluents from its premises. All unauthorized outlets, if any, shall be connected to the authorized outlet within one month from the date of issue of this consent.	No authorized outlet is being used.
23	The industry shall make necessary arrangements for the monitoring of effluent being discharged by the industry and shall monitor its effluents:-	The PPCB is monitoring the quality of treated wastewater in every quarter and the industry is found complying with the prescribed standards. In addition quality of treated wastewater is being got monitored from the third party once in every quarter.
	i Once in Year for Small Scale Industries	
	ii Four in a Year for Large/Medium Scale Industries	
	iii The industry will submit monthly reading/ data of the separate energy meter installed for running of effluent treatment plant/re-circulation system to the concerned Regional Office of the Board by the 5th of the following month	
24	The industry shall provide electromagnetic flow meters at the source of water supply, at inlet/outlet of effluent treatment plant within one month and shall maintain the record of the daily reading and submit the same to the concerned Regional Office by the 5th of the following month.	Water meters (EMF) have been provided at the source of water supply and at the outlet of ETP. Record of readings of these meters is being maintained.
25	The Board reserves the right to revoke this consent at any time in case the industry is found violating any of the conditions of this consent and/or the provisions of Water (Prevention & Control of Pollution) Act, 1974 as amended from time to time	Ok agreed
26	The issuance of this consent does not convey any property right in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any infringement of Central, State or Local Laws or Regulations.	Ok agreed
27	The consent does not authorize or approve the construction of any physical structures or facilities for undertaking of any work in any natural watercourse	Ok agreed
28	Nothing in this consent shall be deemed to neither preclude the institution of any legal action nor relieve the applicant from any responsibilities, liabilities or penalties to which the applicant is or may be subjected under this or any other Act.	Ok agreed
29	The industry shall make necessary and adequate arrangements to hold back the effluent in case of failure of septic tank.	Compliance has been done

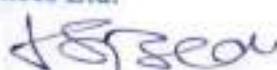
For Akums Lifesciences Ltd.


Auth. Signatory

**COMPLAINE OF THE CONSENT CONDITION OF WATER
u/s 25/26 of Water (Prevention & Control of Pollution) Act, 1974 for discharge of effluent.**

Sr.No	Conditions	Compliance
30	The diversion or bye pass of any discharge from facilities utilized by the applicant to maintain compliance with the terms and conditions of this consent is prohibited except.	Ok agreed
	i. Where unavoidable to prevent loss of life or some property damage or	Proper Safety system in place.
	ii. Where excessive storm drainage or run off would damage facilities necessary for compliance with terms and conditions of this consent. The applicant shall immediately notify the consent issuing authority in writing of each such diversion or by-pass.	Ageed & Noted
33	The industry shall ensure that no water pollution problem is created in the area due to discharge of effluents from its industrial premises	No water pollution is caused in the area as compliance of the prescribed effluent standards is being ensured at all the times.
34	The industry shall comply with the code of practice as notified by the Government/ Board for the type of industries where the siting guidelines/ code of practice have been notified	No code of practice has been laid down by the PPCB for pulp and paper industries for which the compliance is to ensured.
35	Solids, sludge, filter backwash or other pollutant removed from or resulting from treatment or control of waste waters shall be disposed off in such a manner to prevent any pollutants from such materials from entering into natural water.	All the solid wastes generated from the unit process and operation are handled in an environmentally sound manner.
36	The industry shall re-circulate the entire cooling water and shall also re-circulate/reuse to the maximum extent the treated effluent in processes	Entire cooling water is being recycled.
37	The industry shall make necessary and adequate arrangements to hold back the effluent in case of failure of re-circulation system/ effluent treatment plant	Compliance made
38	The industry shall make proper disposal of the effluent so as to ensure that no stagnation occurs inside and outside the industrial premises during rainy season and no demand period	Only authorized mode of disposal of the effluent is being practised.
39	Where excessive storm water drainage or run off, would damage facilities necessary for compliance with terms and conditions of this consent, the applicant shall immediately notify the consent issuing authority in writing of each such diversion or by-pass.	Ok agreed
40	The industry shall submit a detailed plan showing therein the distribution system for conveying wastewater for application on land for irrigation along with the crop pattern for the year.	The ETP has been installed based on ZLD treatment, as such, no wastewater is discharged, thus, this condition is not applicable to our unit.
41	The industry shall ensure that the effluent discharged by it is toxicity free	Compliance of prescribed standards is being ensured.
42	The industry shall not irrigate the vegetable crops with the treated effluents which are used/ consumed as raw.	Complied with.
43	Drains causing oil & grease contamination shall will be segregated. Oil & grease trap shall be provided to recover oil & grease from the effluent.	No such stream is generated.

For Akums Lifesciences Ltd.


Auth. Signatory

**COMPLAINE OF THE CURRENT CONDITION OF WATER
u/s 25/26 of Water (Prevention & Control of Pollution) Act, 1974 for discharge of effluent.**

44	The industry shall establish sufficient number of piezometer wells in consultation with the concerned Regional Office, of the Board to monitor the impact on the Ground Water Quantity due to the industrial operations, and the monitoring shall be submitted to the Environmental Engineer of the concerned Regional Office by the 5th of every month.	Already provided to ascertain the quality of ground water. Groundwater analysis reports are being submitted to the PPCB from time to time.
45	The industry shall ensure that its production capacity & quantity of trade effluent do not exceed the quantity mentioned in the consent and shall not carry out any expansion without the prior permission/NOC of the Board.	There is no change the consented/allowed production capacity.
B. SPECIAL CONDITIONS		
Sr.No	Condition	Compliance Status
1	This consent to operate has been granted for manufacturing of Cefepime Hydrochloride @ 30 Kgs/day, Cefrozil@ 20 Kgs/day, Cefpodoxim e Proxetil@ 100 Kgs/day, Ceftriaxone Sodium@ 100 Kgs/day, Cefixime@ 80 Kgs/day, Cefdinir@ 10 Kgs/day, Cefuroxime Axetil Amorphous@ 126.67 Kgs/day, only.	Industry is manufacturing product as per consent, i.e. Cefepime Hydrochloride @ 30 Kgs/day, Cefrozil@ 20 Kgs/day, Cefpodoxim e Proxetil@ 100 Kgs/day, Ceftriaxone Sodium@ 100 Kgs/day, Cefixime@ 80 Kgs/day, Cefdinir@ 10 Kgs/day, Cefuroxime Axetil Amorphous@ 126.67 Kgs/day.
2	The industry shall only manufacture the products and limit their quantities, for which it has been granted consent to operate from the Board. It shall not manufacture any other product without the prior written permission of the Board/ Competent Authority.	The industry is manufacturing only those products for which EC has been obtained, as such, the industry is not manufacturing any other products.
3	The industry will make the ATFD in operational condition immediately.	ATFD of capacity 600 lt/hr. has already been installed and the same is being operated regularly.
4	The industry will operate the ETP, R.O, MEE, ATFD regularly & efficiently and will not dispose of any waste-water through unscientific manner under any circumstances.	The industry operates the ETP, RO, MEE and ATFD properly & efficiently and is maintaining record of their operations.
5	The industry will dispose of the hazardous waste to TSDF, Nimbua immediately.	All categories of hazardous waste are being collected and managed as per the provisions of the HWM Rules,2016. The storage-able hazardous wastes are being regularly got lifted by operator of the common TSDF.
6	The industry shall get the treated effluent samples analysed from Board Laboratory within one month upon re-commissioning of the unit.	PPCB is collecting the treated wastewater samples once in every quarter and as per analysis reports of these samples, the treated wastewater is found conforming to the prescribed standards.
7	The industry shall regularly operate & maintain its effluent treatment plant and the treated effluent shall be reused in the process in accordance with the water balance submitted by it.	The industry operates the ETP, RO, MEE and ATFD properly & efficiently and is maintaining record of their operations. The treated wastewater is reused in the utility.
8	The industry shall keep the record of freshwater consumed/ treated wastewater/ re-circulated water and treated water discharged onto land for plantation within and outside the industry on daily basis and shall submit the same to the Board on monthly basis.	The industry is maintaining proper record of freshwater consumed, treated wastewater generated and reused in the process/utility. Monthly record of the same is sent to the PPCB.
9	The industry shall develop adequate plantation area as well as permanent pipeline network for uniform distribution of wastewater in the entire plantation area,	Plantation has been developed as per requirement.

For Akums Lifesciences Ltd.


Auth. Signatory

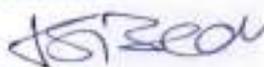
**COMPLAINEE OF THE CONSENT CONDITION OF WATER
u/s 25/26 of Water (Prevention & Control of Pollution) Act, 1974 for discharge of effluent.**

	so that no stagnation of wastewater occurs inside, outside or in the plantation area at any time.	
10	The industry shall comply with decision of hearing dated 27/1/2023 and submit the report in the O/o the Environmental Engineer, Regional Office, SAS Nagar, in lieu to Board letter no. 3540 dated 17.05.2023.	The industry is complying with the decisions of the hearing held on 27.01.2023 and compliance in this regard has already been submitted to the Board.
11	The industry shall not discharge any trade & domestic effluent (treated or untreated) into chole drain /river or inland surface water at any time or any other unauthorized place by any unauthorized means and shall reuse the treated effluent in the process in accordance with the water balance submitted by it. Further, the industry shall stick to the water balance submitted by it.	No wastewater is discharged through illegal mode of disposal.
12	The industry will comply with the conditions of the Environmental Clearance granted to it vide no.J-11011/926/2007- LA. II (I) dated 17.03.2009.	The industry will comply with the conditions of the Environmental Clearance granted to it vide no.J-11011/926/2007- LA. II (I) dated 17.03.2009, in letter and spirit.
13	The industry shall obtain all the statutory approvals/clearances from the concerned departments.	All necessary statutory approvals/clearances have been obtained from the concerned departments.
14	This Consent is being issued to the industry based upon the documents/ information submitted by it along with the online application form. The Board would be at liberty to take penal action against the industry and its responsible/ concerned person(s) in case information/document is detected as incorrect/false/misleading at any point of time, without any opportunity of Personal Hearing.	Agreed and noted.
15	In case the industry fails to comply with the provisions of the Water (Prevention & Control of Pollution) Act, 1974, Air (Prevention & Control of Pollution) Act, 1981, Environment (Protection) Act, 1986 and/or any other environmental law applicable to the project and Rules, Circulars & Directions issued by the Board from time to time, action as deemed fit shall be taken against the industry.	Agreed and noted.

For AKUMS LIFE SCIENCES LTD,

For Akums Lifesciences Ltd.

Authorized Signatory

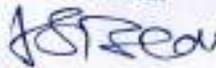

 Auth. Signatory

310 CONSENT CONDITION

Authorization for operating a facility for 'collection, Generation, Storage, Transportation, Reception, Treatment, Disposal' of Hazardous Wastes as per the Hazardous and Other Wastes (Management and Trans boundary Movement) Rules, 2016.

Sr.No	Consent Condition	Compliance
05	The industry shall dispose of its hazardous waste category 25.3, 28.4, 20.3 & 36.2 through captive incinerator installed within premises. The industry shall maintain record regarding the operation of incinerator as well as the Hazardous Waste disposed through it, on regular basis and make available to the visiting officer of the Board, without fail.	Complied Hazardous waste disposal through captive incinerator within premises- records are well maintained
06	The spent solvent i.e. HW cat. 28.6 shall be recovered through the captive SRP plant and the industry shall maintain proper record regarding operation of incinerator as well as the solvent recovered through it, on regular basis and make available to the visiting officer of the Board, without fail.	Complied All records are maintained.
07	The industry shall ensure compliance of SOP issued by CPCB for spent solvent recovery and submit compliance of the same in annotated form to the Regional Office for verification, before applying for renewal of authorisation under the HWM Rules, 2016.	Complied TOC VOC device installed at SRP for online monitoring. Device is connected with CPCB & PPCB server. Photo attached as per Annexure-V.
08	The industry shall store its hazardous wastes generated from different manufacturing activities/ otherwise, within its premises in an environmentally sound manner as per provisions of the Hazardous and Other Wastes (Management and Trans boundary Movement) Rules, 2016.	We stored Hazardous waste within premises in environmentally sound manner as per provisions of the Hazardous and Other Wastes (Management and Trans boundary Movement) Rules, 2016. Photo Attached as Annexure-VI.
09	The industry shall ensure regular lifting of hazardous waste and also ensure that the quantity of hazardous waste generated per year shall not be stored beyond 90 days (extendable upto 180 days) in its premises at any time.	Complied
10	The industry shall handle the hazardous waste(s) strictly in accordance with the provisions of the Hazardous and Other Wastes (Management and Trans boundary Movement) Rules, 2016 and guidelines issued by Central Pollution Control Board Ministry of Environment & Forests and Climate Change, New Delhi.	We committed to comply as per provisions of the Hazardous and Other Wastes (Management and Trans boundary Movement) Rules, 2016 and guidelines issued by Central Pollution Control Board Ministry of Environment & Forests and Climate Change, New Delhi.
11	In case, the industry fails to comply with the above conditions of authorization as well as provisions of the Hazardous and Other Wastes (Management and Trans boundary Movement) Rules, 2016 and/or any other environmental law applicable to the industry and Rules, Circulars & Directions issued by the Board from time to time, the Board shall be constrained to take action against the industry under the provisions of the Pollution Control Laws.	Agreed & Noted

For Akums Lifesciences Ltd.


 Auth. Signatory

311 CONSENT CONDITION

Authorization for operating a facility for 'collection, Generation, Storage, Transportation, Reception, Treatment, Disposal' of Hazardous Wastes as per the Hazardous and Other Wastes (Management and Trans boundary Movement) Rules, 2016.

Sr.No	Consent Condition	Compliance
A. GENERAL CONDITIONS		
01	The authorised person shall comply with the provisions of the Environment (Protection) Act, 1986, and the rules made there under.	We committed to comply with the provisions of the Environment (Protection) Act, 1986
02	The authorisation or its renewal shall be produced for inspection at the request of an officer authorised by the State Pollution Control Board.	Agreed & Noted
03	The person authorised shall not rent, lend, sell, transfer or otherwise transport the hazardous and other wastes except what is permitted through this authorisation.	Agreed & Noted
04	Any unauthorised change in personnel, equipment or working conditions as mentioned in the application by the person authorised shall constitute a breach of his authorisation.	Agreed & Noted
05	The person authorised shall implement Emergency Response Procedure (ERP) for which this authorisation is being granted considering all site specific possible scenarios such as spillages, Leakages, fire etc. and their possible impacts and also carry out mock drill in this regard at regular interval of time.	Onsite emergency Management implement at site Mock drill conducted at regular interval of time considering all site specific scenarios. Copy of OSP attached as Annexure-I
06	The person authorised shall comply with the provisions outlined in the Central Pollution Control Board guidelines on Implementing Liabilities for Environmental Damages due to Handling and Disposal of Hazardous Waste and Penalty.	We committed to comply with the provisions outlined in the Central Pollution Control Board guidelines on Implementing Liabilities for Environmental Damages due to Handling and Disposal of Hazardous Waste and Penalty.
07	It is the duty of the authorised person to take prior permission of the State Pollution Control Board to close down the facility.	Agreed & Noted
08	The imported hazardous and other wastes shall be fully insured for transit as well as for any accidental occurrence and its clean-up operation.	Agreed & Noted
09	The record of consumption and fate of the imported hazardous and other wastes shall be maintained.	Agreed & Noted

For Akums Lifesciences Ltd.

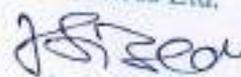

 Auth. Signatory

312 CONSENT CONDITION

Authorization for operating a facility for 'collection, Generation, Storage, Transportation, Reception, Treatment, Disposal' of Hazardous Wastes as per the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016.

Sr.No	Consent Condition	Compliance
10	The hazardous and other waste which gets generated during recycling or reuse or recovery or pre-processing or utilisation of imported hazardous or other wastes shall be treated and disposed of as per specific conditions of authorisation.	Agreed & Noted
11	The importer or exporter shall bear the cost of import or export and mitigation of damages if any.	Agreed & Noted
12	An application for the renewal of an authorisation shall be made as laid down under these Rules.	Agreed & Noted
13	Any other conditions for compliance as per the Guidelines issued by the Ministry of Environment, Forest and Climate Change or Central Pollution Control Board from time to time.	Agreed & Noted
14	Annual return shall be filed by June 30th for the period ensuring 31st March of the year.	Complied Annual return submitted. Copy of Form -IV attached as Annexure-II
B. SPECIAL CONDITIONS		
01	The industry shall not generate/ store/ collect/ dispose any other category of hazardous waste from its premise, except the category of hazardous wastes for which it has been granted this authorisation under the HWM Rules, 2016.	Complied, We generate/ store/ dispose only those Hazardous waste which it has been granted by PPCB as authorisation under the HWM Rules, 2016
02	The industry shall always comply with guidelines issued by PPCB/CPCB for time to time	We committed to comply with guidelines issued by PPCB/CPCB for time to time.
03	The industry shall dispose of its generated hazardous waste category 35.3, 37.1 & 37.2 to the Common Hazardous Waste Treatment & Disposal Facility as per provisions of the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016, under proper manifest and shall maintain proper record in this regard, at all times.	Complied, We disposed off generated hazardous waste to the Common Hazardous Waste Treatment & Disposal Facility as per provisions of the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016, Manifest attached as Annexure-III
04	The industry shall dispose of its hazardous waste category 5.1 & 33.1 to the authorized unit / recycler having valid Registration Certificate-cum-Pass Book from Punjab Pollution Control Board / Central Pollution Control Board and valid authorization of the State Board under the said Rules and / consents to operate under the Water (Prevention & Control of Pollution) Act, 1974 & the Air (Prevention & Control of Pollution) Act, 1981 and authorization under the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016, under proper manifest and shall maintain proper record in this regard, at all times.	We dispose our hazardous waste category 5.1 & 33.1 to M/S Aggarwal MFG Co. & M/S Surya Chemicals the authorized recycler having valid Registration Certificate-cum-Pass Book from Punjab Pollution Control Board / Central Pollution. Document Attached- As per Annexure- IV

For Akums Lifesciences Ltd.


 Auth. Signatory



AKUMS LIFESCIENCES LTD.
 PLANT- DERABASSI
 ENVIRONMENT, HEALTH & SAFETY

MASTER COPY

[Signature] 19/02/22

ON SITE EMERGENCY PLAN INDEX

ON - SITE EMERGENCY PLAN



Akums

AKUMS LIFESCIENCES LIMITED

Village Sundran, P.O. Mubarakpur,
 Derabassi, Distt. Mohali,
 Punjab.

	Prepared By	Approved By
Name	BUDHI PARKASH	MUKASH SINGH
Designation	Assistant Manager	DY. Manager
Sign	<i>[Signature]</i>	<i>[Signature]</i>
Date	19/02/2022	19/02/22

For Akums Lifesciences Ltd.

[Signature]
 Auth. Signatory

CONTROLLED COPY

Page 1 of 23
 Sign *[Signature]* Date 19/02/22



Akums

AKUMS LIFESCIENCES LTD.
 PLANT- DERABASSI
 ENVIRONMENT, HEALTH & SAFETY
 TABLE OF CONTENTS

MASTER COPY

Sr. No.	CONTENTS	PAGE No.
1.	Objectives	5
2.	Introduction	5
3.	General process Description.	6
4.	What is Onsite emergency plan	7
5.	Hazard potential areas	7
6.	Maximum Inventory of Hazardous substances	7
7.	Facilities for emergency handling.	8
8.	Emergency assembly points.	9
9.	Emergency Siren	9
10.	Emergency Control Center	9
11.	Emergency First Aid Center	10
12.	Emergency measures	10
13.	Roles & Responsibilities of Key personnel	11
14.	Action is to be taken in case of Fire	14
15.	Actions to be taken for safely shutting down of Plant	15
16.	Actions to be taken in case of gas/vapor leakage	15
17.	Actions to be taken in case of gaseous hydrogen fire	16
18.	Actions to be taken in case of ammonia / HCl Gas leakage	16
19.	Actions is to be taken in case of chemical leakage / spillage	16
20.	Actions is to be taken in case of Leakage / Rupture of Hydrochloric Acid / Caustic / Sulphuric acid / Diesel /Solvents storage Tanks	17
21.	Action to be taken in case of Hazardous Waste Leakage's/Spillage's:	17
22.	Actions to be taken in case of Food Poisoning.	18
23.	Action to be taken during Electric shock to person	18
24.	Action to be taken during Bio Hazard	19
25.	Emergency arising on account of equipment failure	19
26.	Action to be taken during natural calamities.	19
27.	Action to be taken in case of emergency during Confined Space entry	20
28.	Action to be taken in case of emergency during Fall from Height	20
29.	Do's and Don'ts in case of Emergency	22
30.	Fire alarm	22
31.	List of Emergency Control Items	Annexure I
32.	List of Emergency Response Team	Annexure II

For Akums Lifesciences Ltd.

J. S. S.
Auth. Signatory

CONTROLLED COPY



Akums

AKUMS LIFESCIENCES LTD.
PLANT- DERABASSI
ENVIRONMENT, HEALTH & SAFETY

MASTER COPY

TABLE OF CONTENTS

33.	List of First Aiders	Annexure III
34.	List of First Aid Box List	Annexure IV
35.	Command and control structure/emergency communication flow chart	Annexure V
36.	Responsibilities during Emergency	Annexure VI
37.	List of important Telephone Numbers	Annexure VII
38.	List of First Aid Box Items	Annexure VIII
39.	List of Ambulance Items	Annexure IX
40.	List of OHC Items	Annexure X
41.	Quarterly inspection checklist for emergency control room	Annexure XI
42.	Site layout	Annexure XII
43.	Hydrant layout	Annexure XIII
44.	List of Spillage Control Kit Items	Annexure XIV

J.R. Singh
Auth. Signatory

CONTROLLED COPY



Akums

AKUMS LIFESCIENCES LTD.
 PLANT- DERABASSI
ENVIRONMENT, HEALTH & SAFETY

MASTER COPY

ON SITE EMERGENCY PLAN ABBREVIATIONS

HR	Human Resources
EHS	Environment Health & safety
ETP	Effluent Treatment Plant
SRP	Solvent Recovery Plant
PPE	Personal Protective Equipment
AFFF	Aqueous Film Forming Foam
ERT	Emergency Response Team
DG	Diesel Generator
KVA	Kilovolt Ampere
MCC	Motor Control Centre
HSD	High Speed Diesel
KL	Kilo Liter
MSDS	Material Safety Data Sheet
LOTO	Lock Out Tag Out
CO2	Carbon Dioxide
DCP	Dry Chemical Powder
HCL	Hydrogen Chloride
CPR	Cardiopulmonary Resuscitation
CEC	Chief Emergency Controller
ECC	Emergency Control Centre
EWP	Elevating Work Platform

For Akums Lifesciences Ltd.

[Handwritten Signature]

Auth. Signatory



Akums

AKUMS LIFESCIENCES LTD.
 PLANT- DERABASSI
ENVIRONMENT, HEALTH & SAFETY

MASTER COPY

ON SITE EMERGENCY PLAN CONTENTS

1.0 OBJECTIVES

The primary objective of the emergency procedure is to safeguard the life of the personnel working in the plant premises and the plant itself and prevent further damage to the surrounding environment. The other objectives are:

- To contain & control incidents of emergency.
- To prevent the emergency from escalation and contain the same within the boundary of occurrence.
- To minimize the damage to the property & environment.
- To avoid confusion / panic and to attend the emergency situation promptly & effectively with clear-cut line of action.
- To facilitate prompt Rescue operations and treatment of the injured.
- To obtain prompt external assistance if required.
- To preserve records, equipment etc. and to organize investigation into the cause of the emergency and preventive measures to stop its recurrence.
- The attainment of this objectives calls for prompt mobilization of all available resources and activating counter-emergency procedures by all the employees.

1.1 GUIDING FACTORS:

- Identifying the nature of events and their assessment.
- Appointment of Key Personnel & defining their duties and responsibilities.
- Procedure for raising alarms and subsequent communication system.
- Communication with outside agencies, including emergency services.
- Action plan for different emergency stages and scenarios.

2.0 INTRODUCTION:

On-Site Emergency Plan is prepared with a view to control the emergency situation effectively and to achieve the above said objectives. An emergency, if not controlled, may cause a disaster and a disaster may become catastrophic. Hence advance planning and proper training to each and every employee for emergency preparedness is very essential to prevent any misunderstanding and disorder during and an emergency.

On-Site Emergency Plan outlines the basic course of action to be followed by employees in case of any emergency situation arises such as major fire or explosion, chemical spills, release of toxic, flammable or hazardous chemicals or any other similar condition which may occur either in or around the plant premises.

The highest-ranking technical person present in the plant at the time of the emergency will have the overall responsibility of supervising and coordinating the course of action to be taken to tackle the emergency. Every concerned should be thoroughly familiar with his responsibilities as mentioned in this plan.

For Akums Lifesciences Ltd.

Auth. Signatory



Akums

AKUMS LIFESCIENCES LTD.
 PLANT- DERABASSI
ENVIRONMENT, HEALTH & SAFETY

MASTER COPY

ON SITE EMERGENCY PLAN CONTENTS

2.1 DEFINITIONS

- **Emergency:** Any unplanned event that can cause death or significant injuries to employees, contractors, visitors, customers or the public or that can disrupt operations, cause physical or environmental damage, invite media or sanction from government or threaten the facility's financial standing or public image.
- **Emergency Response Plan:** A plan of action for the efficient deployment and coordination of services, agencies and personnel to provide the earliest possible Response to an emergency.
- **Emergency Preparedness:** A continuous cycle of planning, organizing, training, equipping, exercising, evaluating, and taking corrective action in an effort to ensure effective coordination and response during an emergency
- **Emergency Response:** The organizing, coordinating, and directing of available resources in order to contain or mitigate the impact of an incident to prevent any further loss of life and preservation of property, minimize danger, restore normal operations of the facility, and assure responsive communications with the community

3.0 ABOUT THE ORGANISATION

Akums Lifesciences Limited Unit – I facility is located at village Sundharan, Tehsil Derabassi, Punjab. The manufacturing facility is 7 KMs from Ambala – Chandigarh National Highway NH 22. Ghaggar Railway station is 4.5 KM from site. General Hospital at Derabassi is 7.0 KM from site. Village Sundharan with a population of approx. 15000 is located at 0.5 KM from the site. The surrounding area is basically an agriculture land with some small industrial complexes coming up in the vicinity. Spread over 31 Kanal 20 Marla of land, the company is at present manufacturing semi synthetic Cephalosporin's along with some of their intermediates. The Akums Lifesciences Limited has Approx. 400 employees on its roll.

4.0 General process description:

Raw materials come from approved vendors and stored in ware house, then send to production block for process. In production block, raw materials are charged into reactors in which reaction takes place. After reaction, reaction mass is filtered in centrifuge/ agitated Neutsch filter/ Neutsch filter or other filtering Equipments as per requirement. After filtration, wet cake is unloaded into antistatic polybags and mother liquor transfer to Solvent Recovery Plant for recovery/spent for sale. Wet cake is dried in dryers. Dry material is transferred to the dry processing and packed as per requirement and send to finished goods ware house. This includes certain processes listed below:

- Amination
- Acidification
- Basification
- Condensation
- Hydrolysis
- Distillation
- Crystallization
- Filtration
- Drying

For Akums Lifesciences Ltd.

[Signature]
 Auth. Signature



AKUMS LIFESCIENCES LTD.
 PLANT- DERABASSI
 ENVIRONMENT, HEALTH & SAFETY

MASTER COPY

ON SITE EMERGENCY PLAN CONTENTS

5.0 WHAT IS ON SITE EMERGENCY?

Any unplanned event that can cause death or significant injuries to employees, contractors, visitors, customers or the public or that can disrupt operations, cause physical or environmental damage, invite media attention or sanction from government or threaten the facility's financial standing or public image.

- Fire
- Explosions
- Release of Hazardous material (Sulphuric Acid, Hydrochloric Acid, Ammonia, Highly flammable solvents etc.)
- Medical Emergency (Swine Flu, Bird Flu, etc.)
- Natural Disaster i.e. earthquake, flood, lightning, storm, cyclone etc.
- Act of war and terrorism.
- Other foreseeable emergency like Loss of utility services, Transportation incidents, and pandemic preparedness

Note: For off-site emergency resulting from site activities will be controlled and managed by district authority as per MSHIC-1989 Rule 14 schedule 12.

If any help/support required by the local authorities, site will provide all necessary support to mitigate the consequences from the Off-site emergency.

6.0 Hazard potential areas :

Following emergencies can occur at various locations in the Plant

6.1 Fire & Explosion at:

- Above ground solvent storage tank farm
- Recovery Tank farm at SRP
- Distillation Towers at SRP
- Production Building
- Boiler House
- Incinerator
- Drum storage area
- Warehouse.
- Canteen.
- Gas Cylinder storage area.

6.2 Electrical Fire

- Main Electrical Sub Station and MCC rooms

6.3 Release & spillage of toxic/flammable/ corrosive substance :

- HCL
- Ammonia at Gas cylinder storage yard
- Organic solvents & its vapors at the entire Production & Recovery Plants.

7.0 Maximum Inventory of Hazardous substance:

S. NO.	NAME OF THE CHEMICAL	STORAGE TYPE	HAZARD	MAX. QNTY STORED AT ANY TIME
1.	Acetone	Above Ground Tank	Flammable Ltd.	19 KL



Akums

AKUMS LIFESCIENCES LTD.
 PLANT- DERABASSI
 ENVIRONMENT, HEALTH & SAFETY

MASTER COPY

ON SITE EMERGENCY PLAN CONTENTS

2.	Methanol	Above Ground Tank	Flammable, Toxic	29 KL
3.	Cyclo Hexane	Above Ground Tank	Flammable	29 KL
4.	HSD	Above Ground Tank	Combustible	38 KL
5.	Toluene	Above Ground Tank	Flammable	19 KL

8.0 FACILITIES FOR EMERGENCY HANDLING

The following facilities are available in the Factory besides the trained Fire fighters (Security & Departmental Safety Squad) and Rescue Teams round the clock which can be used effectively in case of an Emergency: -

- Assembly Points
- Emergency Control Centre
- Occupational Health Centre
- Ambulance
- Fire Extinguishers
- Sprinkler system
- Fire Blankets
- Ring Fire Hydrant System with manual controls and emergency power supply.
- Self-contained Breathing Apparatus
- Spill Containment Kit.
- All other types of PPEs as per the nature of solvents/chemicals like Nitrile hand gloves, chemical resistant suit, Face shields, goggles, safety shoes, helmet & gum boots etc.
- Foam Monitors.

9.0 PUMP HOUSE:

Water capacity for Emergency use: 400,000 liters

- Fire Hydrant main Pump : 1 no. 171 M³,
- Jockey pump : 1 no. 11 M³
- Diesel driven pump (in case of power failure): 171 M³ /hrs.

- Ring main fire Hydrant systems, hoses with accessories are available for fire extinguishing purpose.
- Additionally AFFF foam, Foam making nozzles, fixed single hydrants & Water /Foam Monitors are available at various critical locations.
- All production buildings are provided with Hydrant Points, risers, water monitors, dry sand buckets, and fire extinguishers. (List is attached as Annexure-I)
- Sufficient number of trained manpower available in the plant to extinguish any fire and attend emergency. (List of ERT Members is attached as Annexure-II)
- Sufficient number of Personal Protective Equipment are available in the Safety department and at various location in the plants like;
 - Self-contained Breathing Apparatus
 - Airline respirators
 - Cartridge type face masks for multiple gases.
 - Safety Helmets

For Akums Lifesciences Ltd.



AKUMS LIFESCIENCES LTD.
 PLANT- DERABASSI
 ENVIRONMENT, HEALTH & SAFETY

MASTER COPY

ON SITE EMERGENCY PLAN CONTENTS

- ✓ Safety belt
- ✓ Chemical resistance suits
- ✓ Hand Gloves, Goggles & Safety shoes etc.
- Occupational Health Center equipped with necessary facilities available for First Aid.
- Ambulance is available round the clock.
- Safety Shower with eye wash fountains placed in all plants at required places.
- A network of intercom facility and Walky Talky system available in all departments at plant. Any message can be communicated immediately.
- All the production buildings are provided with emergency manual siren.
- Material Safety Data Sheets of all chemicals used in the plant are available.
- 3 Nos. of D. G. set of 625 K.V.A., 500 KVA & 1010 KVA are available in the factory. All buildings are having Emergency lights.
- Wind Socks (wind indicators) are fixed at the :
 - Top of the Block B
 - Top of the Block H
 - Top of the Block K
- Spill control kits are available in all plant and ware house.
- Multi gas detector to detect danger level of flammable vapors, oxygen and Carbon Mono oxide in working environment.

10.0 EMERGENCY ASSEMBLY POINT : There are three assembly points designated in our factory:-

- No.1: Near Admin Building
- No.2: Near Canteen building
- No.3: Near Plantation Area

Whenever any emergency is declared, employees except ERT members and Key persons are required to assemble at any of the three locations, as per the decision of the Site Emergency Controller & wind direction.

Each assembly point used during the emergency shall be manned by a nominated person of HR Dept. to record the names and departments of those reporting there. This information should be communicated to the Site Emergency Controller without delay.

11.0 Emergency Siren:

For emergency communication 02 sirens are available one is at Block N and other is available at Block H building.

For declaring emergency, siren will be blown.

For declaring all clear, siren will be turned off.

EMERGENCY DIAL: - Dedicated Intercom Number 5333.

12.0 EMERGENCY CONTROL CENTER (ECC):

There will be one Emergency Control Centers at our site.

12.1 Main Gate Security Office.

Site Emergency Controller directs emergency action from Emergency Control Centre.

For Akums Lifesciences Ltd.



Akums

AKUMS LIFESCIENCES LTD.
 PLANT- DERABASSI
ENVIRONMENT, HEALTH & SAFETY

MASTER COPY

ON SITE EMERGENCY PLAN CONTENTS

ECC is equipped with

- Adequate means of communication to areas inside and outside the plant, Site layout drawings indicating the hydrant location, safe assembly points, First aid center, surrounding community etc.
 - Few copies of the On-site emergency plan.
 - Note pads, pen, pencils to record message received and instructions for delivery by runners.
 - List of key personal, addresses and telephone numbers.
 - Phone numbers of external agencies such as Police, Hospitals, Factory Inspectors, Local Fire station and nearby industries
 - Few PPEs (Helmets, Full Face Cartridge marks etc.)
- This is the place from where the operations to handle the emergency are directed and co-ordinate. It will be attended by the Site Emergency Controller & Key Personnel.

13.0 EMERGENCY FIRST AID CENTER (Occupational Health Center) :

- Occupation health center is available with doctor. Trained male & female nurses is available in all shifts.
- 30 nos. of First Aider are working in the factory. Out of which at least 2 – 7 are available in each shift. (List of trained First aiders are attached as Annexure-III)
- All likely emergency lifesaving medicines along with oxygen cylinder & stretchers are provided in Occupational Health Center and first aid boxes are located at various plant locations inside the premises. (List of first aid Box attached as Annexure-IV)
- The record for the blood group of all individual employees is also available in the Occupational Health Center. In emergency, if blood is required, the same list can be referred.

14.0 EMERGENCY MEASURES:

Risk when factory is out of operation and recommended counter safety measures:
 Sudden stoppage of work or failure in energies distribution system due to a serious breakdown would cause severe potential risks to the plant as well as surroundings, therefore it has to be dealt with a high degree of technical competence by the plant personnel. The actual action would depend on the real cause of the stoppage and the state of interrupted operations. A few guidelines are furnished below to give desired direction to the actions which have to be taken:

14.1 INTERRUPTION IN THE PROCESSES:

Process shutdown may only be undertaken as per the specific route and stage of reaction mixture and parameters expressly ordered by Plant In-charge or Head of production. In case the course of reaction deviate from normal, process stoppage has to be undertaken and under such a situations SAFETY takes absolute priority over yield and output.

14.2 CHECK LIST FOR HAZARDOUS (SUDDEN STOPPAGE OF WORK)

- All the charging valves into the equipment must be checked to ensure that they are closed
- All the valves on heating side must be checked to ensure that they are closed.
- Apply emergency cooling if temperature of critical reactions goes beyond the defined limit.

For Akums Lifesciences Ltd.



AKUMS LIFESCIENCES LTD.
 PLANT- DERABASSI
 ENVIRONMENT, HEALTH & SAFETY

MASTER COPY

ON SITE EMERGENCY PLAN CONTENTS

- As far as possible utility services to be made available to bring interrupted operation within safe and stable stages.

15.0 ROLES & RESPONSIBILITIES OF KEY PERSONNEL'S:

Once the alarm is raised, the on-site emergency procedure will be activated. As part of plan nominated key personnel will have specified responsibilities. They should appoint their deputies to act in their routine duties in their absence. The scope of individual responsibilities is specified on following pages: (**Command and control structure/emergency communication flow chart** is attached in Annexure-V)

- 15.1 Emergency Response Team:** This team will directly fight the emergency under the leadership instructions of Emergency Controller as per the instruction given by the Chief Emergency Controller. On hearing the emergency the Emergency Controller will establish communications with the Chief Emergency Controller and start handling the Emergency directly. **Emergency Response Team's leader is the Emergency Controller, the unit manager /shift in charge of the incident plant/Section.**

Role and responsibilities of ERT Member:

- To manage evacuations in the event of a fire or emergency. Each building and/or facility shall have personnel assigned to assist with evacuation and accountability of personnel.
- Fire control and extinguishing.
- Rescue operations.
- Medical assistance and first aid, including cardiopulmonary resuscitation (CPR).
- Detection of flammable or toxic vapors
- Spill confinement and containment.
- Hazardous waste disposal for wastes generated during emergency response and /or Scene control and decontamination.

15.2 Plant Protection Team:

This team will ensure the safety of the remaining part of the plant. They will take instructions from the Chief Emergency Controllers to whether a plant shut down is to be taken and implement the decision of the Chief Emergency Controller. If required, they will request for additional man-power from assembly points.

This team consists of the Shift-in-charge and Operators of the remaining plant areas. All the unit managers will be the head of team in each plant.

15.3 The Chief Emergency Controller (CEC):

In case of any emergency, the Chief Emergency Controller will proceed to the Emergency Control Centre (ECC). On arrival, he will:

- Take the feedback from Emergency Controller and assess the situation.
- After assessing the situation, if required, he will declare On Site emergency by instructing Security to blow the emergency siren.
- Ensure that key personnel are called in.
- Guide Emergency Response Team to the location of emergency.
- Additional Emergency Response Team can be dispatched to the location as per the communication with Emergency Controller.
- Advise other departments for their action such as safe shut down of the plant.
- Outside emergency services may be called in, depending upon the quantum of emergency, they are listed below



AKUMS LIFESCIENCES LTD.
 PLANT- DERABASSI
ENVIRONMENT, HEALTH & SAFETY

MASTER COPY

ON SITE EMERGENCY PLAN CONTENTS

- Fire Brigade
- Doctor(s)/Hospitals
- Ambulance
- Water Tankers
- Police, etc.

- Establish communication and liaison with agencies like News, TV, Radio and Government authorities etc.
- Guide and control the traffic movement in the works.
- Ensure that the casualties are attended to.
- Ensure that the relatives of casualties are informed.
- Arrange the personnel to be relieved in time and ensure that they are provided with food and drink.
- Declaring "All clear Signal" after emergency over by blowing continuous siren up to 30 seconds.
- Control the clean-up and rehabilitation of affected areas after the emergency.
- Inform to Occupier about the emergency and action taken to overcome it.

15.4 Emergency Coordinator:

EHS-Head will act as Emergency Coordinator during Emergency.

If Safety head is not available, his alternate will act as an Emergency Coordinator.

As soon as he became aware of the emergency and its location, he will proceed to the scene and on arrival he will:

- Liaise with the Chief Emergency Controller, Emergency Controller, Security Officer and Emergency Control Room in firefighting operations, evacuation procedure and cordoning off the areas and other measures depending upon the situation.
- Inform Emergency Controller regarding progress of the situation and give technical guidance from safety point of view as required.
- Liaise with outside agencies like fire brigade, ambulance etc.
- Investigate cause of incident and make a preliminary report with the practical remedial measures to prevent similar emergencies / incidents.
- Prepare a draft of report to be sent to Government Departments.
- Liaise with Factory Inspector with the permission of Chief Emergency Controller.

15.5 EMERGENCY CONTROLLER

Plant In-charge/ Area Manager will act as an Emergency Controller during emergency.

In his absence, Shift In-charge will act as an Emergency Controller.

As soon as he became aware of the emergency and its location, he will proceed to the scene and on arrival he will:

- Assess the size and nature of emergency in consultation with the plant team and decide if a major emergency situation exists or likely to escalate.
- Accordingly, he Inform the Chief Emergency Controller (CEC) about the gravity of the situation.
- Inform about the emergency to Emergency coordinator, Medical Team, Engg Team and security team.
- Direct plant team and maintenance team to safe shut down and arrange for evacuation of personnel from the plant and areas likely to be affected by the emergency.



AKUMS LIFESCIENCES LTD.
 PLANT- DERABASSI
 ENVIRONMENT, HEALTH & SAFETY

MASTER COPY

ON SITE EMERGENCY PLAN CONTENTS

- Evacuate non-essential persons from the incident spot to safe assembly point.
- Direct rescue and firefighting operations on arrival at site.
- Coordinate with emergency services at site.
- Ensure that all key personnel and outside help are called in and reach the spot.
- To ensure timely rectification of unsafe conditions that caused the emergency.
- To ensure that the endangered area is isolated by shutting doors and windows if required.
- Call Ambulance along with nurse if required.
- Search for casualties and arrange proper aid for them. Keep updating CEC and other key personnel.
- Evacuate non-essential persons from the incident spot to safe assembly point.

- Collect all relevant information. Arrange for photographs if necessary and submit the report. Preserve evidence for enquiry
- Will update the status to site leadership team and other outside department and unit by walky-talky and Megaphone.

15.6 Repair Team: (Engineering department):

- As soon as he became aware of the emergency and its location, he will proceed to the scene and report to Emergency Controller for all engineering support.
- If required isolate power supply after consultation with plant head.
- If required arrange for alternative power sources i.e. D.G.
- They will try their level best to ensure that chilled water, brine and pneumatic supply remain normal in emergency.
- Be nearer to the accident spot to assist Emergency Controller.

15.7 Medical Team :

Factory Medical Officer and Male/Female nurse.

- On receiving call from Site Emergency Controller, Ambulance along with nurse will rush to the affected area.
- Provide necessary first aid assistance and arrange for providing medical facilities outside the premises.

15.8 Head Counting Team :

HR & Time Office Representatives

- Report at assembly point and follow the instruction of Emergency Controller.
- To take roll call at assembly points and identify missing personnel.
- Inform Site Emergency Controller and Emergency Controller of missing.
- To ensure those casualties receive adequate attention and are hospitalized. Inform their relatives.
- Initiate action to inform statutory authorities as may be directed by the Chief Emergency Controller.
- Liaise with Government department officials with permission of Chief Emergency Controller.

15.9 Public Relation/Facility/Security In-charge

Once hearing an emergency call, he will coordinate with guard present on gates. Ensure both the gates (Main and Material gate) are closed during emergency.



AKUMS LIFESCIENCES LTD.
 PLANT- DERABASSI
ENVIRONMENT, HEALTH & SAFETY

MASTER COPY

ON SITE EMERGENCY PLAN CONTENTS

- Control entry traffic and attend the calls.
- Only company officials to be allowed in. No visitor except fire brigade, doctor, police and other government officials to be allowed inside.
- Cordoning off the accident site in consultation with Site Emergency Controller.
- Help in shifting of injured to the hospital by arranging the transport.
- Post a guard at accident site in order to prohibit unauthorized entry and see that area in undisturbed till the investigation is over.

- Liaise with police authorities with the permission of Site Emergency Controller.
- Control the main gate access and allowed the emergency vehicles inside the factory. Visitors, out siders should not allow coming in.

15.10 First aid Squad:

- Personnel trained in first aid procedure should reach the accident spot immediately and report to Site Emergency Controller at the site.
- Identify injured and help in evacuating operation
- Assess the cause and nature of injury
- Give first aid & CPR accordingly
- If condition is serious accompany them to hospital as may be directed by Site Emergency Controller.

15.11 Contractor :

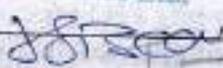
- If accident is within your area of work, stop all work and report to the assembly points in the queue.
- Take a roll call of your workers and inform Head count team immediately if any person is missing.

16.0 Action to be taken in case of Fire:

Responsibilities of First Observer in case of fire

All Concerned personal should take following steps in case of fire:

- Person who spots fire should not get panic.
- First he should spot exact location of fire and assess the situation, then shout, "Fire-Fire-Fire OR "AAG-AAG-AAG" at the top of his voice to warn nearby people. Use the microphone available at the ECC to make it more audible.
- Try to extinguish the fire with the help of suitable fire extinguishers.
- Inform to Emergency Controller and try to mitigate the incident.
- If incident is not under control, Safety Department and Occupational health center should be informed on Intercom or activate the manual fire alarm.
- After getting consent from Chief Emergency Controller (CEC), Emergency Siren will be blown (Wailing sound) to indicate the emergency.
- On hearing for help/alarm all trained person should reach the site of the incident at the earliest and report to Emergency Controller.


 Auth. Signatory

CONTROLLED COPY



AKUMS LIFESCIENCES LTD.
 PLANT- DERABASSI
 ENVIRONMENT, HEALTH & SAFETY

MASTER COPY

ON SITE EMERGENCY PLAN CONTENTS

- Affected person if any should be removed from the place and first aid shall be given quickly by the First aid squad.
- Other person who is not concerned with actual firefighting operation should evacuate the place and assemble at the nearest assembly point.
- The area should be cordoned off and no unauthorized person should be allowed to reach near the place of fire.

- If necessary, isolate power supply to effected area.
- If necessary, Plant may be shut down in safe manner.
- The flammable material should be shifted to safer place.
- Whenever necessary cool nearby structure / equipment / storage vessel to reduce effect.
- During the firefighting operation position should be on windward side so that fumes do not affected
- If required, use self-Contained Breathing Apparatus.
- If fire gets uncontrollable, The Emergency Controller requests help from respective sources like Fire Brigade, etc. should be called for.
- Clear road from traffic obstructions.
- Brief the firefighting personnel of the cause of fire and wherever use of water is considered dangerous.
- When fire is extinguished do not leave the place immediately re-check the place thoroughly.
- Used fire extinguishers to be sent for refilling and unused ones should be put back in its original location. Water tanks should be refilled to its capacity.

Responsibilities in case of emergency are detailed in Annexure –VI.

17.0 Actions to be taken for safely shutting down of Plant

- Stop all addition and transferring
- Stop heating and use cooling
- Bring reaction to the safe level and stop
- Stop all utilities
- Stop all electrical, mechanical energy

18.0 Actions to be taken in case of gas/vapor leakage:

- The affected area should be evacuated and cordoned off immediately.
- Check the wind direction & determine if neighboring factories/community are in danger. If so, inform Emergency Controller and Chief Emergency Controller.
- Inform to all key person.
- Only trained & experienced personnel approach the area using suitable Personal Protective Equipment like Self Contained Breathing apparatus.
- Ensure that only essential personnel are in the affected areas. Others should assemble at assembly point. Approach from the windward side so that escaping gas / vapor is carried downwind and you are not exposed to it.
- Rescue persons trapped / injured. Ask them to put wet cloth on nose and mouth for evacuation.
- Persons present in other buildings should close their window and doors to prevent any entry of leaked gases.

For Akuma Lifesciences Ltd.



Akums

AKUMS LIFESCIENCES LTD.
 PLANT- DERABASSI
ENVIRONMENT, HEALTH & SAFETY

MASTER COPY

ON SITE EMERGENCY PLAN CONTENTS

- Source of leakage should be traced out and the system is isolated from other equipment's.
- Leaked gases / chemical should be trapped in suitable scrubbers.
- If required, pedestal fans may be used to bring down the gas concentration within permissible limit. Such decision should be taken in consultation with Emergency Controller / Chief Emergency Controller.
- Affected persons should be provided with necessary medical aid.
- If leakage is from cylinder, it should be turned so that the leakage is in the form of gas and not liquid.
- If it is not under control, inform to the Chief Emergency Controller for activate onsite emergency plan by blowing emergency siren.

19.0 Actions to be taken in case of gaseous hydrogen fire

- Do not extinguish the fire until the hydrogen supply has been shut off, as unburned gaseous hydrogen can result in an explosion. Spray water on adjacent equipment to cool it.
- Do not try to put out a hydrogen cylinder fire unless the cylinder is out in the open or in a well-ventilated area free of combustibles and ignition sources.
- Do not attempt to remove a burning cylinder. Keep it and surrounding cylinders cool by spraying with water.
- If multiple cylinders are burning, fight the fire from as great a distance as possible to protect against the possibility of flying debris.

20.0 Actions to be taken in case of ammonia / HCL Gas leakage

- Besides general measures suggested in general precautions, following actions to be taken:
- The location of gas leak may be determined by moving an open bottle of dilute ammonia solution / hydrochloric acid solution in the suspected region. A white cloud of ammonium chloride will form.
- If leakage is from cylinder, emergency safety kit may be used for stoppage of leakage.
- If leakage is from pipeline or equipment, supply from cylinder should be cut off.
- The leaked ammonia /HCL may be dissolved in water by application of water spray.
- Creep close to the floor to take advantage of the lower concentration of the gas at that level, as ammonia is lighter than air so it will rise up in the air.
- If necessary, help of Safety Department and Security should be taken.
- A water hose at the point of leakage will be of help in case of gas leakage.
- If it is not under control, inform to the Site Emergency Controller to activate onsite emergency plan by blowing emergency siren.

21.0 Actions is to be taken in case of chemical leakage / spillage

- Heat and ignition source in the vicinity should be removed immediately.
- Keep CO2 or DCP type fire extinguisher ready.
- If trained then control the leakage / spillage with the help of spillage control kit and use Personnel Protective Equipment.



Akums

AKUMS LIFESCIENCES LTD.
 PLANT- DERABASSI
 ENVIRONMENT, HEALTH & SAFETY

MASTER COPY

ON SITE EMERGENCY PLAN CONTENTS

- If not trained then don't try to control the leakage / spillage. Inform to shift in charge or raise alarm.
- Always keep yourself in the upwind position.
- Transfer the liquid/solid in a safe container and send it to ETP.
- If there is any doubt, refer MSDS of particular chemical.
- Ensure that Chemical do not enter storm water drain.
- If leakage is inside plant, exhaust fan may be started for early dissipation of vapor.
- Spilled material should be absorbed on Absorbents, dry sand or dry clay.
- Contaminated absorbents, sand or clay should be disposed as a hazardous waste.
- Inform immediately to Emergency Controller.
- If the gas/ vapors spreads/ travels to other area, immediately inform the same to the downwind nearby plants and ask them to evacuate the area. Inform the downwind area plant personnel to stop all the hot work to avoid the flash back.
- If it is not under control, inform to the Site Emergency Controller for activate onsite emergency plan.

22.0 Actions is to be taken in case of Leakage / Rupture of Hydrochloric Acid / Caustic / Sulphuric acid / Diesel /Solvents storage Tanks:

- Area should be evacuated immediately and cordoned off.
- Affected persons should be thoroughly washed using clean water and give necessary medical aid.
- Personnel entering the area should make use of suitable Personal Protective Equipment.
- Leaked tank should be depressurized immediately by transferring remaining quantity into another tank / container.
- Leakage source should be traced out and plugged.
- In case of Diesel /Solvents do not bring heat source nearby.
- If Possible spilled material should be contained in dyke and transferred into a container.
- If not then the same should be absorbed on sand or earth.
- Sand/earth contaminated with acid/alkali should be first being neutralized then dumped at safe place.
- Sand/earth contaminated with oil should be burned in incinerator.
- Absorbing in saw dust or other combustible material should be avoided.
- If spilled material gets into the trench of electric cables, it should be drained with natural gradient and washed with large quantity of water continuously after de-energizing the power supply.
- If spilled material gets into the storm water drain, it should be washed with large quantity of water and collected in Effluent Treatment Plant. The collected liquid should be either neutralized or oil layer should be removed manually.
- If it is not under control, inform to the Site Emergency Controller to activate onsite emergency plan by blowing emergency siren.

23.0 Action to be taken in case of Hazardous Waste Leakage's/Spillage's:

- Area should be evacuated immediately and cordoned off.

For Akums Lifesciences Ltd.

[Signature]

Auth. Signatory

CONTROLLED COPY

Page 17 of 23



AKUMS LIFESCIENCES LTD.
 PLANT- DERABASSI
 ENVIRONMENT, HEALTH & SAFETY

MASTER COPY

ON SITE EMERGENCY PLAN CONTENTS

- Only trained person approach the area.
- Affected persons should be thoroughly washed using clean water and give necessary medical aid.
- Personnel entering the area should make use of suitable Personnel Protective Equipment.
- Leaked drum should be immediately transferred into mother drum / container.
- Or leakage's point should be traced out and plugged.
- Do not bring heat source nearby
- If possible spilled material should be contained in dyke and transferred into a container. (Normally Hazardous Waste drums are kept on impervious flooring under DYKE area so as to avoid accident leak/spill.)
- If not then the same should be absorbed on sand or earth
- Sand/earth contaminated with hazardous Waste should be first collected in specified drums and sent to Hazardous waste storage area.
- If spilled material gets into the storm water drain. It should be washed with large quantity of water and collected in Effluent Treatment Plant. The collected liquid should be either neutralized or oil layers should be removed manually.

24.0 Actions to be taken in case of Food Poisoning :

In case of suspected food poisoning or contamination of water, following guideline may be followed

- Quickly ask the conscious casualty what has happened, remember that he may lose consciousness at any time.
- Immediately take action to prevent further distribution/use of contaminated food/water.
- Place the casualty in the recovery position.
- If conscious, give him plenty of fluids to drink.
- Do not induce vomiting.
- If consciousness is lost, follow the standard "Artificial Resuscitation Procedure."
- Inform Occupational Health center for further course of action.

25.0 Action to be taken during Electric shock to person:

If you witness an electric shock or believe one has occurred:

- Remember don't become the second victim
- If possible and safe to do so – de-energizes the power supply.
- If a flexible power cord cable is present, switch off the supply and remove the plug from the socket
- For low voltage - If it is not possible to switch off or break the current, remove the person from contact by using non-conductive dry materials e.g. heavy duty insulated gloves, Rescue hook etc.
- For high voltage – Do Not attempt to rescue a person until the supply has been de-energized and earthed.
- Use extreme caution if the skin at the point of contact or the ground is wet, as water conducts electricity.

For Akums Lifesciences Ltd.

J.R. Reddy
 Auth. Signatory

CONTROLLED COPY

Page: 18 of 23



AKUMS LIFESCIENCES LTD.
 PLANT- DERABASSI
 ENVIRONMENT, HEALTH & SAFETY

MASTER COPY

ON SITE EMERGENCY PLAN CONTENTS

- Ensure that affected area power supply is isolated and has been made safe by providing LOTO.
- Continue with first aid response and assist the affected person only when you are sure it is safe to do so.
- Call first aid team for medical assistance.

26.0 Action to be taken during Bio Hazard: Biological spills outside cabinets will generate aerosols that can be dispersed in the air throughout the laboratory. These spills can be very serious if they involve microorganisms that require Bio safety. The Biosafety lab has its own procedures to follow.

26.1 General reaction plan for a biological spill:

- Cordon off the area to stop anyone from spreading the contamination throughout the laboratory.
- Carefully pour a freshly prepared disinfectant around the edges of the spill and then into the spill.
- Cleaning procedures should be started in a timely manner by a person from the lab where the spill has occurred. Before starting to clean the spill, Personal Protection Equipment (gloves face mask, safety goggles, long sleeve lab coat and shoe covers) must be obtained and put on.
- Disinfect the area, all surfaces using 70% Ethanol in a spray bottle. Any material used to wipe up the spill must be placed in a biohazard bag and decontaminated using an autoclave.

26.2 Spills on the Body

- Remove contaminated clothing.
- Vigorously wash exposed area with water for fifteen minute.
- Obtain medical attention.
- Report the incident to the unit Manager.

27.0 Emergency arising on account of equipment failure

- Isolate the failed equipment and tag it.
- Inform the Emergency Controller
- Take corrective action as directed by the Department Head.

28.0 Action to be taken during natural calamities:

28.1 Earth Quake:

- Do not panic and keep calm

For Akums Lifesciences Ltd.

[Signature]

Auth. Signatory



AKUMS LIFESCIENCES LTD.
 PLANT- DERABASSI
 ENVIRONMENT, HEALTH & SAFETY

MASTER COPY

ON SITE EMERGENCY PLAN CONTENTS

- If you are inside a building then stand with or under Column/beam/support and crouch under the big tables, the frame of an inner door, in the corner of a room.
- Never use the lift
- Keep well away from windows, mirrors, chimneys.
- If you are in the road, walk down to open place.

28.2 Heavy Wind and Cyclone:

- Keep all the chemical drums/containers tightly closed.
- Keep the doors and windows closed.
- Do not come out from the building during the strong wind.
- Remove all loose objects and things from the terrace before the heavy wind.
- Stop all hot works.
- Stay inside the strong building till you will get further instruction even after the strong wind.

28.3 Flood:

- Keep all the chemical containers closed.
- Stay in the strong buildings in an elevated floor if water enters into the area.
- Stay in door till you get further instructions.

29.0 Action to be taken in case of emergency during Confined Space entry

Accidents caused by risks of working in a confined space
 In the event of a confined space rescue:

- The Entry Permit Supervisor or Observer should not enter the confined space but immediately command a rescue response from the on-site rescue team.
- Observer checks physically of Entrant from outside in order to respond to the instructions from rescuer.
- The Entry Permit Observer must inform Area in-charge, safety officers and Health Centre immediately.
- If injured person is unable to response then initiate rescue by means of lifting him safely out of confined space by mechanical aid.
- Lay person at safe place. Loosen his clothes and removed all safety PPE.
- If he is injured due to electrocution then follow electrocution first aid procedures.
- If person suffers from exposure to chemical gases then place him in good ventilated place.
- Do not give anything to drink if he is unconscious or semiconscious.
- Shift the victim to Medical center at the earliest to provide him further medical treatment.

30.0 Action to be taken in case of emergency during Fall from Height

In the event of fall from height rescue:

- The site supervisor (or permit supervisor) takes control of the situation.

For Akums Lifesciences Ltd.



AKUMS LIFESCIENCES LTD.
PLANT, DERABASSI
ENVIRONMENT, HEALTH & SAFETY

MASTER COPY

ON SITE EMERGENCY PLAN CONTENTS

- All workers in the immediate vicinity of the incident stop working.
- The site supervisor quickly evaluates the situation and identifies any further hazards that could arise.
- The site supervisor or their designate goes to get help if workers are close by. If no one is close enough, the site supervisor calls for help.
- The site supervisor calls safety officers to notify Emergency and ambulance if required.
- The site supervisor (or a worker assigned to the task) isolates the accident zone (with barricading the area) and its perimeter to limit further exposure.
- The site supervisor (or a worker assigned to the task) moves all non-affected personnel to a safe zone or directs them to remain where they are.
- The site supervisor assembles the emergency rescue team at the accident site as quickly as possible to determine the best rescue procedure for the situation.

30.1 Elevating Work Platform Rescue—If an elevating work platform (EWP) is available on site and the suspended worker can be reached by the platform, follow the procedure below.

- Bring the EWP to the accident site and use it to reach the suspended worker.
- Ensure that rescue workers are wearing full-body harnesses attached to appropriate anchors in the EWP.
- Ensure that the EWP has the load capacity for both the rescuer(s) and the fallen worker. If the fallen worker is not conscious, two rescuers will probably be needed to safely handle the weight of the fallen worker.
- Position the EWP platform below the worker and disconnect the worker's lanyard when it is safe to do so. When the worker is safely on the EWP, reattach the lanyard to an appropriate anchor point on the EWP if possible.
- Lower the worker to a safe location and administer first aid. Treat the worker for suspension trauma and any other injury.
- Arrange transportation to hospital if required.

30.2 Ladder Rescue— if an elevating work platform is not available, use ladders to rescue the fallen worker with the procedure outlined below.

- If the fallen worker is suspended from a lifeline, move the worker (if possible) to an area that rescuers can access safely with a ladder.
- Set up the appropriate ladder(s) to reach the fallen worker.
- Rig separate lifelines for rescuers to use while carrying out the rescue from the ladder(s).
- If the fallen worker is not conscious or cannot reliably help with the rescue, at least two rescuers may be needed.
- If the fallen worker is suspended directly from a lanyard or a lifeline, securely attach a separate lowering line to the harness.
- Other rescuers on the ground (or closest work surface) should lower the fallen worker while the rescuer on the ladder guides the fallen worker to the ground (or work surface).

For Akums Lifesciences Ltd.

[Signature]

Auth. Signatory

Page 21 of 23



AKUMS LIFESCIENCES LTD.
 PLANT- DERABASSI
ENVIRONMENT, HEALTH & SAFETY

MASTER COPY

ON SITE EMERGENCY PLAN CONTENTS

- Once the fallen worker has been brought to a safe location, administer first aid and treat the person for suspension trauma and any other injury.
- Arrange transportation to hospital if required.

30.3 Rescue from Work Area or Floor Below— if the fallen worker is suspended near a work area and can be safely reached from the floor below or the area from which they fell, use the following procedure.

- Ensure that rescuers are protected against falling.
- If possible, securely attach a second line to the fallen worker's harness to help rescuers pull the fallen worker to a safe area. You will need at least two strong workers to pull someone up to the level from which they fell.
- Take up any slack in the retrieving line to avoid slippage.
- Once the worker has been brought to a safe location, administer first aid and treat the person for suspension trauma and any other injury.
- Arrange transportation to hospital if required.

31.0 Do's and Don'ts in case of Emergency

Utmost discipline shall be followed in handling the emergency and a guidance of Do's and Don'ts are listed below:

31.1 Do's

- Give attention to all instructions.
- Report to your Emergency Controller and carryout your assignment.
- Send the visitors (Outside the emergency zone) to Assembly Point.
- Direct the contract workmen to Assembly Point

31.2 Don'ts

- Do not get panic.
- Do not communicate with any external agency unless instructed by Chief Emergency Controller.
- Do not spread unauthorized or exaggerated information to others.
- Do not approach the emergency site as a spectator.
- Do not engage unnecessarily the communication aids like Telephone/ Wireless radios (Walky - Talky). Make them available for handling emergency.
- Do not disturb the Shift in charges assigned with specific work for handling emergency, for any personal reasons.

32.0 FIRE ALARM

The fire siren are installed in all the departments.

- Block G
- Block A
- Block E

For Akums Lifesciences Ltd.

JST
Auth. Signatory



Akums

AKUMS LIFESCIENCES LTD.
PLANT- DERABASSI
ENVIRONMENT, HEALTH & SAFETY

MASTER COPY

ON SITE EMERGENCY PLAN CONTENTS

- Block B
- Block H
- Block K
- Block L
- Block D
- Block I
- Block L
- Block N
- ETP

The factory has been provided with Smoke Detection System depending on the nature of hazards like combustible materials.

As soon as any emergency situation is noticed, the person noticing it should manually activate the emergency siren. On hearing the siren ERT will immediately rush to the site.

For Akums Lifesciences Ltd.


Auth. Signatory



AKUMS LIFESCIENCES LTD.
PLANT- DERABASSI
ENVIRONMENT, HEALTH & SAFETY

MASTER COPY

LIST OF EMERGENCY CONTROL ITEMS

Revision No.: 00

Sr. No.	SAFETY ITEMS	TOTAL
1.	HYDRANT SYSTEM- 1. FIRE HYDRANT WATER TANK CAPACITY 400 KL 2. MAIN PUMP L. 171 M ³ /HR@7KG/CM ² 3. DIESEL PUMP L. 171 M ³ /HR@7KG/CM ² 4. JOCKEY PUMP L. 11 M ³ /HR@7KG/CM ² 5. FIRE HYDRANT POINT 6. HOSE PIPE 7. SLUICE VALVE 8. FOAM / WATER MONITOR 9. SPRINKLER ON WAREHOUSE 10. AR - AFF FOAM DRUMS (100 Liters)	01 01 01 41 82 03 09 14 09
2.	FIRE ALARM SYSTEM- 1. SMOKE DETECTOR 2. MANNUAL SIREN 3. MAIN EMERGENCY SIREN	02 12 02
3.	FIRE EXTINGUISHER- 1. ABC FIRE EXTINGUISHER 2. ABC FIRE EXTINGUISHER 3. BC FIRE EXTINGUISHER 4. CO2 FIRE EXTINGUISHER 5. CO2 FIRE EXTINGUISHER 6. CO2 FIRE EXTINGUISHER 7. FOAM TROLLEY 8. FOAM FIRE EXTINGUISHER 9. CO2 FIRE EXTINGUISHER 10. BC FIRE EXTINGUISHER	CAP 9KG 52 CAP 6KG 04 CAP 9KG 31 CAP 2.0KG 08 CAP 4.5KG 31 CAP 9.0KG 03 CAP 50 L 13 CAP 9.0KG 06 CAP 6.5KG 01 CAP 9KG 08
4.	EMERGENCY EQUIPMENTS- 1. SELF CONTAINING BREATHING APPARATUS	01
5.	SPILLAGE CONTROL 1. SPILLAGE CONTROL KIT	05

Prepared By:

Name Chetan Jain

Sign [Signature]

Date 19/02/2022

Checked By:

Name Rudhi Parshah

Sign [Signature]

Date 19/02/2022

For Akums Lifesciences Ltd.

Auth. Signatory

CONTROLLED COPY

Page 1 of 1



Akums

MASTER COPY

AKUMS LIFESCIENCES LTD.
PLANT- DERABASSI
ENVIRONMENT, HEALTH & SAFETY

19/02/2022

LIST OF EMERGENCY RESPONSE TEAM

Revision No.: 00

S. No.	Name of ERT Member	EC.NO.	Block name	Contract No.
1	Neeraj Kumar	106579	SR	7027770009
2	Neeraj pal	106955	ER	9701207406
3	Sandeep Kumar	201109	ER	8572839575
4	Sukhdev Singh	106321	ER	7206779031
5	Rajnish Kumar	107198	PR	8474976040
6	Rajmohan	202115	ETP	9138590900
7	Budhi Prakash	ACS9540	EHS	8755904983
8	Ashish Kumar	ACS9555	EHS	7015291903
9	Sushil Kumar	ACS9767	Security	9875943712
10	Rahul	368170	ETP	8571811642
11	Sanjeev Chauhan	106747	WH	8580579172
12	Bhupinder Singh	107140	WH	9592653037
13	Deepak Kumar	106355	SR	7668290411
14	Harish Kumar	360208	SR	8957142798
15	Sanjay Yadav	21454	Security	7891367505
16	Devendra Singh	20992	Security	9592392040
17	Jay Krishna Das	106700	R&D	9463891327
18	Chetan Jain	106289	EHS	9770777105
19	Hridesh Kumar	106616	PR	8146178075
20	Jasvinder	106469	Engg	9988110504
21	Nitin	106568	SRP	8053212913
22	Balwant Singh	201105	PR	9855674856
23	Abhay Pratap Singh	106529	PR	6387227175
24	Ravikant Sharma	107209	PR	9023451972
25	Mohit	107197	PR	7056803137
26	Makul Ali	107254	PR	9012709919
27	Vijay Kumar	201842	Engg	9518092062
28	Piyush Dwivedi	106403	QA	8283886687
29	Rajan Kumar	106809	Engg	7719573402
30	Sawan Saw	106376	QA	7779986937
31	Praveen Kumar	106183	EHS	9729428538
32	Brijesh Kumar	107178	Security	8586876651
33	Saurav Singh Thakur	ACS10718	EHS	7000720485
34	Vandna	106134	EHS	9914141419
35	Meenu	21816	Security	8755907960
36	Jasbir Singh	201111	Engg	7988126715
37	Yogesh Kumar	ACS1211	QC	7015961598

Prepared By:

Name Chetan JainSign [Signature]Date 19/02/2022

Checked By:

Name Budhi PrakashSign [Signature]Date 19/02/2022



Akums

AKUMS LIFESCIENCES LTD.
PLANT- DERABASSI
ENVIRONMENT, HEALTH & SAFETY

Sign [Signature] Date 19/02/22

LIST OF FIRST AIDERS

Revision No.: 00

S. No.	Name of First Aider	Block Name	Contact No.
1	Pooja Sharma	A	6284188345
2	Neeraj Sharma	A	7837652202
3	Pardeep kumar	A	8219279178
4	Punit Kumar	B	9759174080
5	Jagdip Singh	B	9878263842
6	Malkiyat Singh	B	8607180837
7	Anchal Kumar	D	9356458190
8	Kamaljeet Rana	D	7082726152
9	Yogesh Rana	D	7417226004
10	Divya Pratap	E	9557242800
11	Govind	E	9915983113
12	Vineet Sharma	E	7307203070
13	Lavlesh Kumar	G	7696307064
14	Sandeep kumar	G	7087645746
15	Surender Kumar	H	8279603980
16	Pankaj Kumar	H	7290982900
17	Pawan kumar	H	6283405985
18	Baljeet Singh	K	8196091098
19	Deepak Kumar	K	7668290411
20	Vinod Kumar Tyagi	K	7696871274
21	Vijay Kumar	Engineering	9518092062
22	Tarlochan Singh	Engineering	9914968698
23	Jasvinder	Engineering	9988110504
24	Sukhvir singh	Engineering	9463816807
25	Jasbir Singh	ETP	9814224199
26	Raj Bahadur	ETP	9876573018
27	Budhi Parkash	EHS	8755904983
28	Ashish Kumar	EHS	7015291903
29	Manjanderjeet Singh Riar	EHS	8196087310
30	Vandna	EHS	9914141419

Prepared By:

Name Chetan JainSign [Signature]Date 19/02/2022

Checked By:

Name Budhi ParkashSign [Signature]Date 19/02/2022

For Akums Lifesciences Ltd



Akums

AKUMS LIFESCIENCES LTD.
PLANT- DERABASSI
ENVIRONMENT, HEALTH & SAFETY

FIRST AID BOX LIST

Revision No.: 00

S. No.	Block Name	No. of First Aid Box
1	Block - O	1
2	Block - N	1
3	Block - Q	1
4	Block - L	1
5	Block - B	1
6	Block - A	1
7	Block - G	1
8	Block - H	1
9	Block - D	1
10	Block - K	1
11	Block - E	1
12	ETP	1

Prepared By:

Name Chetan JainSign [Signature]Date 19/02/2022

Checked By:

Name Budhi PostachSign [Signature]Date 19/02/2022

For Akums Lifesciences Ltd.

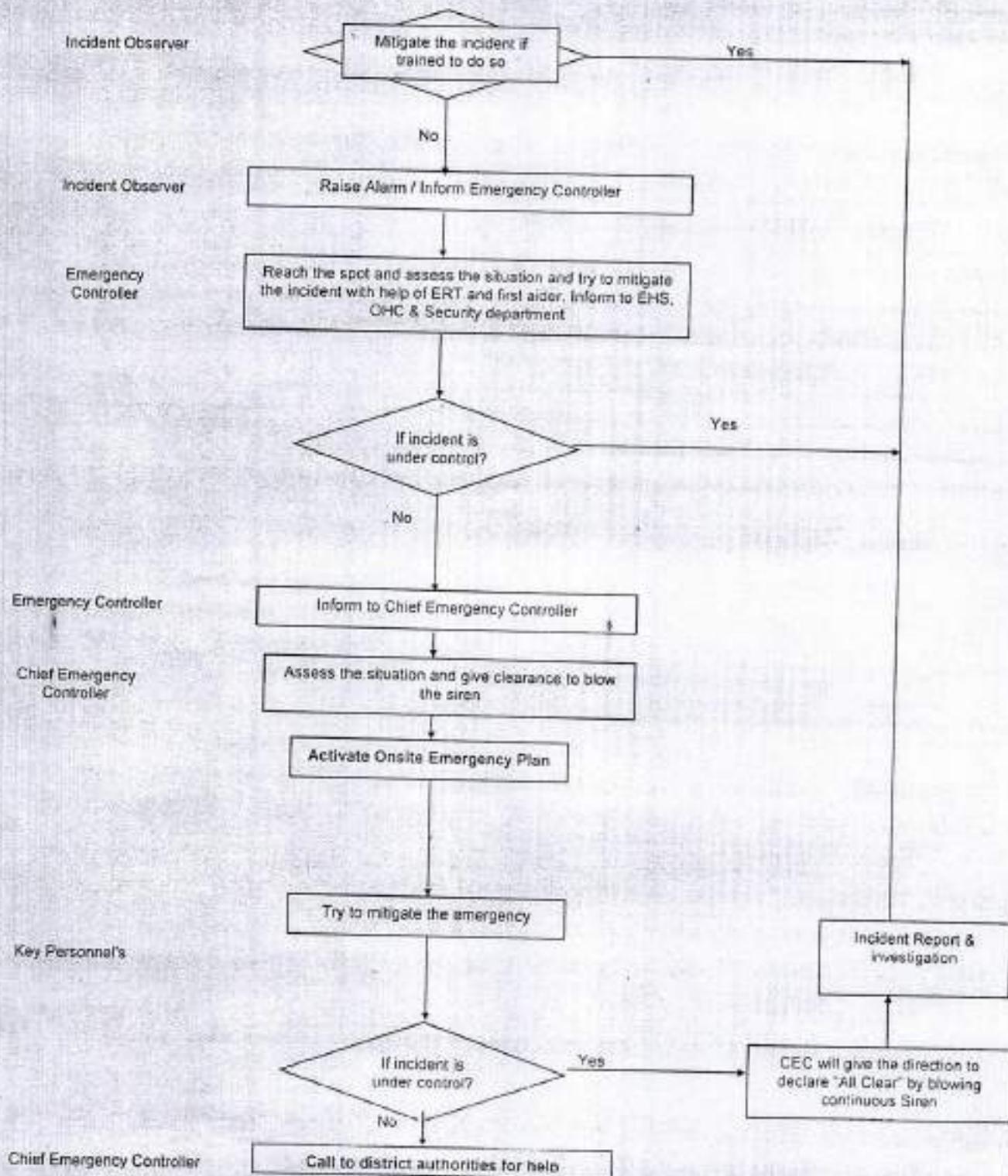


AKUMS LIFESCIENCES LTD.
 PLANT- DERABASSI
 ENVIRONMENT, HEALTH & SAFETY

MASTER COPY

Shweta 19/12/24

COMMAND AND CONTROL STRUCTURE/EMERGENCY COMMUNICATION FLOW CHART



For Akums Lifesciences Ltd.

Shweta
 Auth. Signatory

CONTROLLED COPY Page 1 of 1



Akums

MASTER COPY

AKUMS LIFESCIENCES LTD.
PLANT- DERABASSI
ENVIRONMENT, HEALTH & SAFETY

19/02/22

RESPONSIBILITIES DURING EMERGENCY

Revision No.: 00

Responsibilities during General Shift and Normal Working Days (09:30 to 18:00 Hrs.)

Sr. No.	Responsibility	Main	Alternate
1	Chief Emergency Controller	Mr. Lakshmipathy Sriram	Mr. Jatinder Singh Bedi
2	Emergency Controller	Mr. Jatinder Singh Bedi	Mr. Vipin Sengar / Mr. Ashok Tomar
3	Emergency Coordinator	Mr. Mukesh Kumar	Mr. Budhi Parkash / Mr. Ashish Kumar
4	Head counting Team	Mr. Prashant Kumar	Mr. Manjeet Dagar
5	Medical Team	Dr. Bhagwan Singh	Miss Vandna / Mr. Manjinder
6	Firefighting and Rescue operation	ERT Members and safety officers	
7	Public Relation/Facility/Security	Mr. Prashant Kumar	Mr. Brijesh Kumar
8	Repair Team	Mr. Sunil Kulkarni	Mr. Deepak Dogra

Responsibilities during Odd Hours and Holidays (18:00 to 09:30 Hrs.)

Sr. No.	Responsibility	Main
1	Chief Emergency Controller	
2	Emergency Controller	Shift In-charge
3	Emergency Coordinator	Safety Officer
4	Head counting Team	Security team
5	Medical Team	Male Nurse
6	Firefighting and Rescue operation	ERT Members and safety officer
7	Public Relation/Facility/Security	Security Supervisor
8	Repair Team	Plant Fitter and Electrician

Prepared By:

Name Chetan JainSign [Signature]Date 19/02/2022

Checked By:

Name Budhi ParkashSign [Signature]Date 19/02/2022

For Akums Lifesciences Ltd.

Auth. Signature

ROLLED COPY Page 1 of 1



Akums

AKUMS LIFESCIENCES LTD.
PLANT- DERABASSI
ENVIRONMENT, HEALTH & SAFETY

MASTER COPY

LIST OF IMPORTANT TELEPHONE NUMBERS

Revision No.: 00

S. NO.	Designation	Name	Phone No.
1.	CEO	Mr. Shekhar Bhurud	9820334376
2.	V P Operation	Mr. L. Sriram	7331132373
3.	DM -EHS	Mr. Mukesh Kumar	8284066733
4.	GM - HR	Mr. Prashant Kumar	8859006346
5.	GM - Engg	Mr. Sunil Kulkarni	9727757984
6.	Sr. GM - PR	Mr. Jatinder Bedi	9317893663
7.	WH	Mr. Jatinder Hingwasia	8979043123
8.	Security	Mr. Brijesh Kumar	9875943712

LOCAL ADMINISTRATION

1	Police Station	Derabassi	01762-280023
2	Police Station	Mubarakpur	01762-280133

HOSPITALS

1	Civil Hospital	Derabassi	01762-281010
2	Civil Hospital	Ambala City	0171-2553703
3	Civil Hospital	Ambala Cantt.	0171-2630139
4	PGI Chandigarh	Main Reception	0172-2746018, 0172-2756565
5	PGI Chandigarh	Emergency Reception	0172-2747005, 0172-2756767
6	GMCH,	Sec. 32, Chd	0172-2665253-60
7	Indus Hospital	Derabassi	1762512600
8	Jeevan Jyoti Hospital	Derabassi	9023899991

NEIGHBOURING INDUSTRY

1	Aqua Fiber Industries	Sundran	8725095525
2	NRI Sr Secondary Public School	Sundran	1762644377

GOVT. AUTHORITIES

1	Nodal Office, PPCB	Phase 2, Mohali	0172-5013300
2	Dy. Dir. Factories	MOHALI	9915217657
3	Asst. Dir. Factories (Chem.)	MOHALI	0172-2225526
4	SDM	MOHALI	0172-2219580
5	SDM	DERABASSI	01762-282224
6	SSP	MOHALI	0172-2219211
7	PSEB	DERABASSI	9646110384

For Akums Lifesciences Ltd.



Akums

AKUMS LIFESCIENCES LTD.
PLANT- DERABASSI
ENVIRONMENT, HEALTH & SAFETY

MASTER COPY

LIST OF IMPORTANT TELEPHONE NUMBERS

FIRE BRIGADE

1	Fire Brigade	Derabassi	01762283101
2	Fire Brigade	A. D. Dapper	01762248607, 248307
3	Fire Brigade	Ambala City	01712518000
4	Fire Brigade	Ambala Cantt.	01712630999
5	Fire Brigade	Chandigarh	01722702333
6	Fire Brigade	Mohali	01722670902
7	Fire Brigade	Rajpura	01762224101

Prepared By:

Name Chetan JainSign [Signature]Date 19/02/2022

Checked By:

Name Budhi PankajSign [Signature]Date 19/02/2022

For Akums Lifesciences Ltd.

Auth. Signatory

CONTROLLED Page 2 of 2



Akums

AKUMS LIFESCIENCES LTD.
PLANT- DERABASSI
ENVIRONMENT, HEALTH & SAFETY

MASTER COPY

Signature: 10/02/2022

LIST OF FIRST AID BOX ITEMS

Sr. No.	First Aid Items	Quantity
1.	Small Sterilized Dressings	20
2.	Medium Size Sterilized Dressings	12
3.	Large Size Sterilized Dressings	12
4.	Large Size Sterilized Burn Dressings	12
5.	15 gm Packets Of Sterilized Cotton Wool	12
6.	200 ml Bottle Of Certimide Solution 1% or A Suitable Anti-Septic Solution	01
7.	200 ml Bottle Of Mercurochrome Solution 2 % In Water	01
8.	120 ml Bottle Containing Sal-Volatile having The Dose And Mode Of Administration Indicated On The Label	01
9.	Scissors	01
10.	Adhesive Plaster (6 Cm. X 1 Meter) Roll	01
11.	Adhesive Plaster (2 Cm. X 1 Meter) Roll	02
12.	Sterilized Eye Pads in Separate Sealed Packets	12
13.	Bottle Containing (100 Tablets Each Of 5 Grains) Of Aspiring Or Any Other Analgesic	01
14.	Snake-Bite Lancet	01
15.	30 Ml Bottle Containing Potassium Permanganate Crystals	01
16.	First-aid leaflet	01

For Akums Lifesciences Ltd.

Signature: *J. S. Sreenivasulu Reddy*
Auth. Signatory

CONTROLLED Page 1 of 1



Akums

AKUMS LIFESCIENCES LTD.
PLANT- DERABASSI
ENVIRONMENT, HEALTH & SAFETY

MASTER COPY

19/02/22

LIST OF AMBULANCE ITEMS

1.	Ambulance	01
2.	Wheeled stretcher	01
3.	Fixed suction unit with equipment	01
4.	Fixed oxygen supply with equipment	01
5.	Pillow with case	01
6.	Sheets	01
7.	Blankets	01
8.	Towels	01
9.	Emesis bag	01
10.	Bed Pan	01
11.	Urinal	01
12.	Glass	01
13.	Flood lights	01
14.	Flash lights	01
15.	Fire extinguisher dry powder type	01
16.	Insulated gauntlets	01
17.	Safety equipment: Flares with life of thirty minutes	01
18.	Resuscitation: Portable suction unit	01
19.	Bag valve mask	01
20.	Hand operated artificial ventilation unit	01
21.	Airways	01
22.	Mouth gases	01
23.	Tracheotomy adopters	01
24.	Short spine board	01
25.	I. V. Fluids with administration unit	01
26.	B.P. manometer	02
27.	cuff	01
28.	Stethoscope	01
29.	Portable Oxygen units	01
30.	Immobilization: Long and short padded boards	01
31.	Wire ladder splints	01
32.	Triangular bandage	01
33.	Long and short spine boards	01
34.	Dressings: Gauze pads - 4" x 4"	01
35.	Universal dressing - 10" x 36"	01
36.	Roll of aluminum foils	01
37.	Adhesive tape of 3"	01
38.	Safety pins	01
39.	Bandage sheets	01
40.	Burn sheet	01
41.	Poisoning: Syrup of Ipecac	01
42.	Activated Charcoal pre-packed in doses	01
43.	Snake bite kit	01
44.	Drinking water	01
45.	Emergency Medicines:	01

For Akums Lifesciences Ltd.

J. J. S. S.
Auth. Signatory

CONTROLLED Page 1 of 1



Akums

AKUMS LIFESCIENCES LTD. **MASTER COPY**
 PLANT- DERABASSI
 ENVIRONMENT, HEALTH & SAFETY

Signature: [Signature]
 Date: 19/02/22

LIST OF FIRST OHC ITEMS

Sr. No.	OHC Items	Quantity
1.	A Glazed Sink With Hot And Cold Water	01
2.	A Table With A Smooth Top At Least 180 cm X 105 cm	01
3.	Means For Sterilizing Instruments.	01
4.	A Couch	01
5.	Buckets Or Containers With Close Fitting	02
6.	Kettle And Spirits Stove Or Other Suitable Means Of Boiling Water	01
7.	Bottle Of Spirits Ammoniac Aromatics (120 ml)	01
8.	Medium Size Sponges	02
9.	Kidney Trays	02
10.	Cakes Of Toilet soaps, Preferably Antiseptic	04
11.	Glass Tumblers	02
12.	Wine Glasses	02
13.	Clinical Thermometers	02
14.	Tea Spoons	02
15.	Graduated (120 ml) Measuring Glasses	02
16.	Wash Bottle (1000 cc) For Washing Eyes	01
17.	Bottle (01 Liter) Carbolic Lotion 1 In 20	01
18.	Chairs	03
19.	Screen	01
20.	Electric Hand Torch	01
21.	An Adequate Supply Of Tetanus Toxoid	-
22.	Coramine Liquid	60 ml
23.	Tablets: Antihistaminic,	25
24.	Antispasmodic	25
25.	Syringes With Needles - 2 cc, And 10 cc	-
26.	Needle Holders Big And Small	02
27.	Suturing Needles And Materials.	-
28.	Dissecting Forceps	01
29.	Dressing Forceps	01
30.	Scalpels	01
31.	Stethoscope	01
32.	Rubber Bandage-Pressure Bandage	01
33.	Oxygen Cylinder With Necessary Attachments	01
34.	Blood Pressure Apparatus	01
35.	Patellar Hammer	01
36.	Peak-Flow Meter For Lung Function Measurement	01
37.	Stomach Wash Set	01
38.	Plain Wooden Splints 900 mm X 100 mm X 6 mm.	08

For Akums Lifesciences Ltd.

Auth. Signatory

CONTROLLED COPY



Akums

AKUMS LIFESCIENCES LTD.
PLANT- DERABASSI
ENVIRONMENT, HEALTH & SAFETY

MASTER COPY

LIST OF FIRST OHC ITEMS

Sr. No.	OHC Items	Quantity
39	Plain Wooden Splints 350 mm X 75 mm X 6 mm	
40	Plain Wooden Splints 250 mm X 50 mm X 12 mm	04
41	Artery Forceps Pairs	02
42	Injections - Morphia	04
43	Pethidine	04
44	Atropine	04
45	Adrenaline	04
46	Coramine	04
47	Nova can	04
48	Surgical Scissors	02

For Akums Lifesciences Ltd.

Auth. Signatory

Page 2 of 2

CONTROLLED COPY



Akums

AKUMS LIFESCIENCES LTD.
 PLANT- DERABASSI
 ENVIRONMENT, HEALTH & SAFETY

CONTROLLED COPY

Shweta 19/02/22
 Date

QUARTERLY INSPECTION CHECKLIST FOR EMERGENCY CONTROL ROOM

Date: _____

S. No.	Items	Yes/No	Remarks
1.	Check the Phones are in working condition		
2.	Check the availability of Site layout drawings indicating the hydrant location, safe assembly points, First aid center & surrounding community		
3.	Check availability of On- site Emergency plan		
4.	Check availability of Note pads, pen, pencils to record message received and instructions for delivery by runners.		
5.	Check list of key personal, addresses and telephone numbers is available.		
6.	Check Phone numbers of external agencies such as Police, Hospitals, Factory Inspectors, Local Fire station and nearby industries available.		
7.	Check availability of PPEs (Helmets, Full Face Cartridge masks)		

Signature.....

Name.....

For Akuma Lifesciences Ltd.

J. S. Rao
 Auth. Signatory



AKUMS LIFESCIENCES LTD. MASTER COPY
PLANT- DERABASSI
ENVIRONMENT, HEALTH & SAFETY

Date 19/02/22

SITE LAYOUT

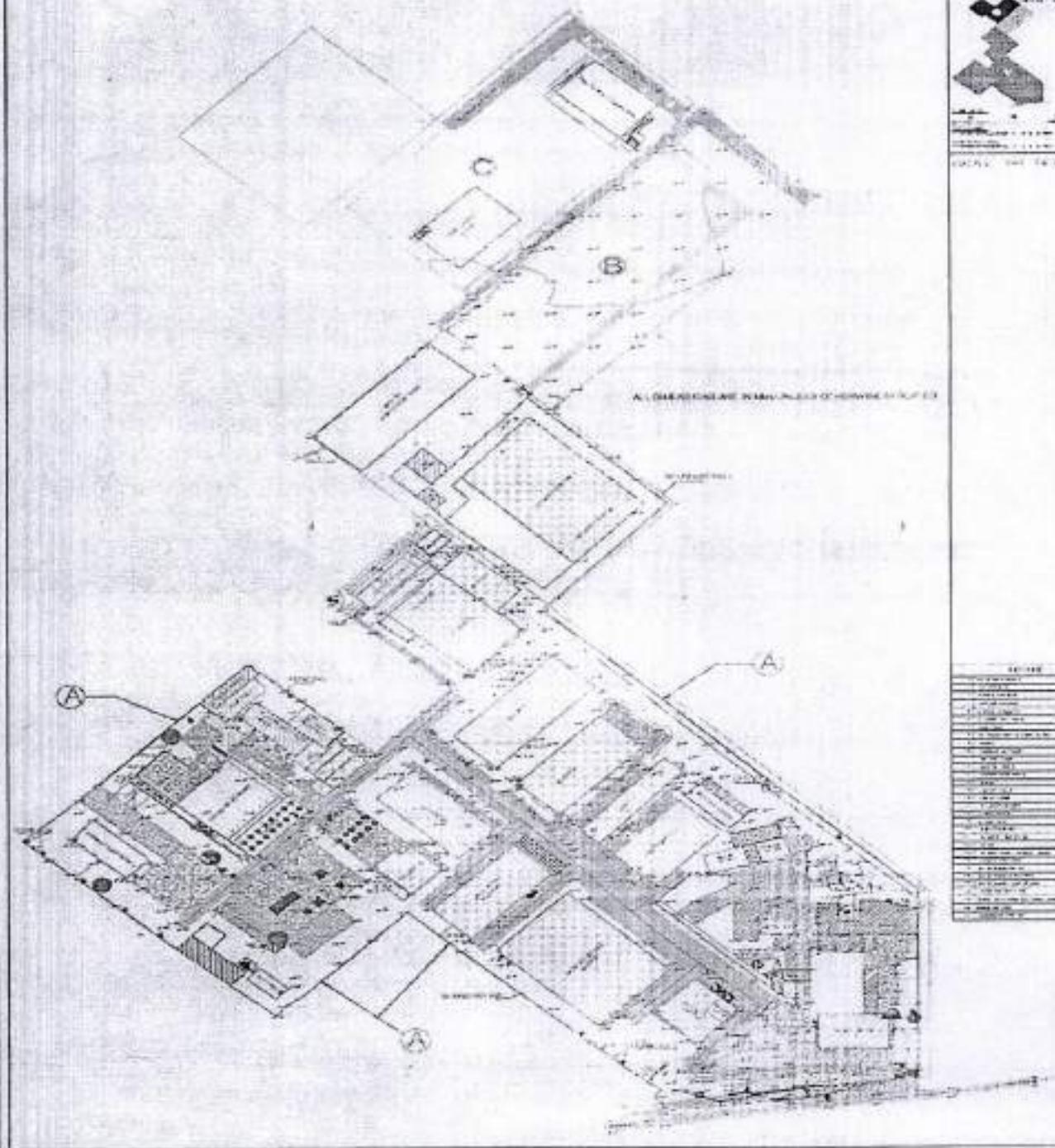


AKUMS LIFESCIENCES LTD
PLANT DERABASSI (PUNJAB)



SCALE: 1:1000

NO.	DESCRIPTION	DATE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		



For Akums Lifesciences Ltd.

[Handwritten Signature]
Auth. Signatory

CONTROLLED COPY



Akums

AKUMS LIFESCIENCES LTD. **MASTER COPY**
 PLANT- DERABASSI
 ENVIRONMENT, HEALTH & SAFETY

Signature: *[Handwritten Signature]* Date: 19/09/2022

LIST OF SPILLAGE CONTROL KIT ITEMS

Sr. No.	Spillage Control Kit Items	Quantity
1.	Absorbent Pad	22
2.	Absorbent Pillow	2
3.	Absorbent Socks	02
4.	Absorbent Granular powder	50 gm
5.	Disposable bag with tie	02
6.	Safety Goggles	01
7.	3 PLY MB Mask	02
8.	Bucket - 30 Liter Capacity	01

For Akums Lifesciences Ltd.

[Handwritten Signature]
 Auth. Signatory

Page 1 of 1

CONTROLLED COPY

FORM 4

[See rules 6(5), 13(8), 16(6) and 20 (2)]

Annual Return

under

Hazardous & Other Wastes(Management & Transboundary Movement) Rules, 2016

To be submitted to State Pollution Control Board by 30th day of June of every year for the preceding period April to March

Return No : 22595602

Period : 2022-2023

1. Name of facility/Industry Industry Address of facility/Industry	Akums Life Sciences Ltd. (Erstwhile Parabolic Drugs Ltd) Village: Sundran, Mubarakpur			
2. UID	R12SAS21124			
3. Authorisation No Date of issue: Date of Expiry	EE(HWC)/2012-17 04/09/2012 02/01/2017			
4. (i) Name of the authorised person & Designation	Himanshu Saxena Director			
(ii) Correspondence Address	Akums Life Sciences Ltd. Village- Sundran Mubarakpur Derabassi			
(iii) Mobile No	8859000568			
(iv) Land Line No (with area code)	01762 308629			
(iv) Fax number (with area code)	01762 280305			
(vi) e-mail	himanshu.saxena@akums.in			
5. Production during the year (product wise), wherever applicable	Sr.no	Product Name	Quantity	Unit
	1	Cefepime Hydrochloride	1	Metric Ton
	2	Cefrozil	0	Metric Ton
	3	Cefpodoxime Proxetil	24	Metric Ton
	4	Ceftriaxone Sodium	17	Metric Ton
	5	Cefixime	6	Metric Ton
	6	Cefdinir	0	Metric Ton
	7	Cefuroxime Axetil Amorphous	29	Metric Ton

Part A. To be filled by hazardous waste generators

Sr.no	Category	Unit	Quantity in stock at the beginning of the year	Total quantity of waste generated	Quantity dispatched to disposal facility	Quantity dispatched to recycler or co-processors or pre-processor	Quantity dispatched to others	Quantity utilised in house	Quantity in storage at the end of the year

For Akums Lifesciences Ltd.



Auth. Signatory

1	Schedule I - 35. Purification and treatment of exhaust air/gases, water and waste water from the processes in this schedule and common industrial effluent treatment plants (CETP's) - 35.3- Chemical sludge from waste water treatment	Metric Ton	0.409	0.349	0	0	0	0	0.758
2	Schedule I - 37. Hazardous waste treatment processes e.g. pre-processing, incineration and concentration - 37.2- Ash from incinerator and flue gas cleaning residue	Metric Ton	0.165	0.150	0	0	0	0	0.315
3	Schedule I - 5. Industrial operations using mineral or synthetic oil as lubricant in hydraulic systems or other applications - 5.1-Used or spent oil	Metric Ton	0.657	0	0	0	0	0	0.657
4	Schedule I - 33. Handling of hazardous chemicals and wastes - 33.1-Empty barrels/containers/liners contaminated with hazardous chemicals /wastes	Metric Ton	497	599	0	681	0	0	415
5	Schedule I - 33. Handling of hazardous chemicals and wastes - 33.1-Empty barrels/containers/liners contaminated with hazardous chemicals /wastes	Metric Ton	0.647	0.705	0	0	0	0	1.352
6	Schedule I - 37. Hazardous waste treatment processes e.g. pre-processing, incineration and concentration - 37.3- Concentration or evaporation residues	Metric Ton	2.772	2.630	0	0	0	0	5.402
7	Schedule I - 28. Production/formulation of drugs/pharmaceutical and health care product - 28.4-Off specification products	Metric Ton	0	0.058	0	0	0	0.058	0
8	Schedule I - 28. Production/formulation of drugs/pharmaceutical and health care product - 28.6-Spent solvents	Metric Ton	0	29.31	0	0	0	29.31	0

For Akums Lifesciences Ltd.


 Auth. Signatory

9	Schedule I - 20. Production and/or industrial use of solvents - 20.3-Distillation residues	Metric Ton	0	1.725	0	0	0	1.725	0
10	Schedule I - 36. Purification process for organic compounds/solvents - 36.2-Spent carbon or filter medium	Metric Ton	0	0.367	0	0	0	0.367	0
11	Schedule I - 28. Production/formulation of drugs/pharmaceutical and health care product - 28.3-Spent carbon	Metric Ton	0	0.001	0	0	0	0.001	0

Part B. To be filled by Treatment, storage and disposal facility operators

Sr.no	Category	Unit	Quantity in stock at the beginning of the year	Total quantity received	Quantity treated	Quantity disposed in landfills as such and after treatment	Quantity incinerated (If applicable)	Quantity processed other than specified above	Quantity in storage at the end of the year
-------	----------	------	--	-------------------------	------------------	--	--------------------------------------	---	--

Part C. To be filled by recyclers or co-processors or other users

Sr.no	Category	Unit	Quantity in stock at the beginning of the year	Quantity of waste received during the year from Domestic sources	Quantity of waste received during the year Imported	Quantity recycled or co-processed or used	Quantity of waste generated	Quantity of waste disposed	Quantity re-exported (wherever applicable)	Quantity in storage at the end of the year
-------	----------	------	--	--	---	---	-----------------------------	----------------------------	--	--

Quantity of products dispatched (wherever applicable)

Sr.no	Product dispatched	Quantity	Unit
1	Cefepime Hydrochloride	1	Metric Ton
2	Cefdinir	0	Metric Ton
3	Cefixime	6	Metric Ton
4	Ceftriaxone Sodium	17	Metric Ton
5	Cefpodoxime Pruxetil	24	Metric Ton
6	Cefuroxime Axetil Amorphous	29	Metric Ton
7	Cefrozil	0	Metric Ton

Date : 28/06/2023
Place : SAS NAGAR

Shekhar Bhirad
Shekhar Bhirad

Name of the Occupier or Operator of the disposal facility

For Akums Lifesciences Ltd.

[Signature]
Auth. Signatory



Annexure-III
355

Akums Lifesciences Limited

CIN No. : L24231CH1996PLC017755

135

(A Subsidiary of AKUMS Drugs & Pharmaceuticals Ltd.)

Regd. Off. : Unit No. E3H, 3rd Floor, Godrej Eternia Commercial Complex,
Plot No. 70, Industrial Area, Phase I, Chandigarh - 160 002
Ph. : +91 87555 07983 **E-mail :** info.api@akums.in

Akums/ETP/HAZ/Form10/2023/07

Date: 08/08/23

The Environmental Engineer
Nodal office
Punjab Pollution Control Board
Mohali Punjab.

Subject: Submission of Hazardous Waste Manifest for Category 37.3 and 33.1

Dear Sir,
Please find enclosed herewith the copy of Hazardous Waste Manifest for category 37.3 and 33.1 respectively.

Sr. No.	Manifest No.	Date	Total Quantity
1	44318, 44412, 44338 & 44349	01/07/23, 05/07/23, 08/07/23 & 24/07/23	43.125 MT
2	010	17/07/23	437 Nos.

This is for your information and records.

Thanking you.

For Akums Lifesciences Ltd.

Authorized Signatory

For Akums Lifesciences Ltd.

FORM 10
(See Rule 19 (1))
MANIFEST HAZARDOUS AND OTHER WASTE

Arkums Lifesciences Ltd.

VII, Sandrus, PO, Mubarakpur,
Banshal, (PB.) INDIA

1	Sender's Name & Address (Including Phone No. and E-mail)	VII, Sandrus, PO, Mubarakpur, Banshal, (PB.) INDIA
2	Sender's Authorization No.	Applied application no-2306878133
3	Manifest Document No.	010
4	Transporter's Name and address (including Phone No. and E-mail)	SURYA ENTERPRISES Mfg. Village Toda, Khewat No. 2220, Mojan Toda, Panchkula (HR.) 134202 E-mail : info.suryaenterpriseshry@gmail.com Mob. 9041935499, 8588815876
5	Type of Vehicle	(Truck / Tanker / Special Vehicle)
6	Transporter's Registration No.	HWM / PAN / 2022 / 21117493
7	Vehicle Registration No.	PB 65AY 5387
8	Receiver's Name and Mailing Address (Including Phone No. and e-mail)	SURYA ENTERPRISES Mfg. Village Toda, Khewat No. 2220, Mojan Toda, Panchkula (HR.) 134202 E-mail : info.suryaenterpriseshry@gmail.com Mob. 9041935499, 8588815876
9	Receiver's authorization No.	HWM / PAN / 2022 / 21117493
10	Waste Description	CAT 33.1 (Empty Drums)
11	Total Quantity No. of Containers m3 or MT 137 Nos.
12	Physical Form	<input checked="" type="checkbox"/> Solid / Semi - <input type="checkbox"/> Solid / Sludge / Oily / Tarry / Slurry / Liquid
13	Special Handling Instructions and additional Information	AS PER RULES
14	Sender's Certificate	I hereby declare that the contents of the consignment are fully and accurately describe above bt proper shipping name and are categories, packed, market and labelled and are in all respects in proper conditions for transport by road according to applicable national government regulations
	Name and Stamp Signature	Month Day Year
	Sunil Kumar	07 17 2023
15	Transporter acknowledgment of receipt of Wastes	
	Name and Stamp Signature	Month Day Year
	FOR SURYA ENTERPRISES	07 17 2023
16	Receiver's certificate for receipt of hazardous	
	Name and Stamp Signature	Month Day Year
	FOR SURYA ENTERPRISES	07 17 2023

FORM - 10

(See Rule 19 (1))

Rev.No.-002

Dated:-22 April,2016

MANIFEST FOR HAZARDOUS AND OTHER WASTE

1.	Generator's name and mailing address (including phone no.)	Akums Lifesciences Ltd. Vill. Sundern, P.O. Mubarakpur, Dehrahasi, (Fa.) INDIA		
	E-mail ID:-			
	PWMP Membership No.:-	27		
2.	Generator's authorisation No.	Apprec application no 23068 78132		
3.	Manifest Document No.	44349		
4.	Transporter's name and address: (including phone No. and e-mail)	Re Sustainability Limited Opposite Vardhman Chemtech Ltd. Village Nimbua, P.O. Rampur Sainia, Tehsil Dera Bassi, Distt. Mohali (Punjab.) 140507 E-mail :- services.pwmp@resustainability.com Contact No.: 9781124224		
5.	Types of Vehicle	(Truck/Tanker/Special-Vehicle)		
6.	Transporter's registration No.	HMC/TSD/ 2007-08/ F-4205		
7.	Vehicle registration No.	PB 65 C 2382		
8.	TSD Operator's name and mailing address (including phone No. and e-mail)	Re Sustainability Limited Opposite Vardhman Chemtech Ltd. Village Nimbua, P.O. Rampur Sainia, Tehsil Dera Bassi, Distt. Mohali (Punjab.) 140507 E-mail :- operationspwmp@esustainability.com Contact No.: 9914260515		
9.	TSD Authorisation No.	HMC/TSD/ 2007-08/ F-4205		
10.	Waste Description	Evaporation Residual (37-3)		
11.	Total Quantity (MT)	13.080		
12.	Physical form	(Solid/Semi-Solid/Sludge/Oily/Tarry/Slurry/Liquid)		
13.	Special handling instruction and additional information	Use Nose Mask, Disposable Mask & Hand Gloves		
14.	Generator's Certificate	I hereby declare that the content of the consignment are fully and accurately described above the proper shipping name and are categorized, packed, marked and labeled, and are in all respects in proper conditons for transport by road according to applicable national government regulaaons.		
	Name and stamp: Signature: Month Day Year	Akums Lifesciences Ltd. Vill. Sundern, P.O. Mubarakpur, Suni Kumar 07 24 2023		
15.	Transporter acknowledgment of receipt of Hazardous Waste	Name and stamp: Unit PWMP Nimbua Signature: Month Day Year 07 24 2023		
16.	TSD Operator's certificate receipt of hazardous and other Waste	Name and stamp: Signature: Month Day Year 07 24 2023		

NOTE : Please Atach Comprehensive Analysis Report Photocopy

For Akums Lifesciences Ltd.

COPY 1 Of 7

White Copy

To Be Forwarded To The PPCB / PCC By The Occupier.

FORM - 10

(See Rule 19 (1))

Rev.No.-002

Dated:-22 April,2016

MANIFEST FOR HAZARDOUS AND OTHER WASTE

1.	Generator's name and mailing address (Including phone no.)	Akums Lifesciences Ltd. VII. Sandron, P.O. Mubarakpur, Deerhasti, (Fb.) INDIA		
	E-mail ID:-			
	PWMP Membership No.:-	77		
2.	Generator's authorisation No.	Applied application no-230 6878133		
3.	Manifest Document No.	44338		
4.	Trasporter's name and address: (including phone No. and e-mail)	Re Sustainability Limited Oppsite Vardhman Chemtech Ltd. Village Nimbua, P.O. Rampur Sainia, Tehsil Dera Bassi, Distt. Mohali (Punjab.) 140507 E-mail :- services.pwmp@resustainability.com Contact No.: 9781124224		
5.	Types of Vehicle	(Truck/Tanker/Special Vehicle)		
6.	Transporter's registration No.	HMC/TSDF/ 2007-08/ F-4205		
7.	Vehicle registration No.	PB65G2383		
8.	TSDF Operator's name and mailing address (including phone No. and e-mail)	Re Sustainability Limited Opposite Vardhman Chemtech Ltd. Village Nimbua, P.O. Rampur Sainia, Tehsil Dera Bassi, Distt. Mohali (Punjab.) 140507 E-mail :- operationspwmp@esustainability.com Contact No.: 9914260516		
9.	TSDF Authorisation No.	HMC/TSDF/ 2007-08/ F-4205		
10.	Waste Description	Evaporation Residue (37.3)		
11.	Total Quantity (MT)	16.570 ton		
12.	Physical form .	(Solid/Semi- Solid/Sludge/Oily/Tarry/Slurry/Liquid)		
	Special handling instruction and additional Information	Use Nose Mask, Disposable Mask & Hand Gloves		
14.	Generator's Certif ate	I hereby declare that the content of the consignment are fully and accurately described above the proper shipping name and are categorized, packed, marked and labeled, and are in all respects in proper conditons for transport by road according to applicable national government regulaaons.		
	Name and stamp: <i>Smit Kumar</i>	Signature: <i>Smit Kumar</i>	Month 07	Day 08
			Year 2023	
15.	Transporter acknowledgment of receipt of Hazardous Waste			
	Name and stamp: <i>Unit PWMP Nimbua Operations</i>	Signature: <i>[Signature]</i>	Month 07	Day 08
			Year 2023	
16.	TSDF Operator's certifi acation receipt of hazardous and other Waste			
	Name and stamp:	Signature:	Month 07	Day 08
			Year 2023	

For Akums Lifesciences Ltd.

NOTE : Please Atach Comprehensive Analysis Report Photocopy

White Copy

COPY 1 of 7

To Be Forwarded To The PPCB / PCC By The Occupier.

FORM - 10

(See Rule 19 (1))

Rev.No.-002

Dated:-22 April,2016

MANIFEST FOR HAZARDOUS AND OTHER WASTE

1.	Generator's name and mailing address (Including phone no.)	Akums Lifesciences Ltd. Vill. Sundran, P.O. Mubarakpur, Gombassi, (Pb.) INDIA		
	E-mail ID:-			
	PWMP Membership No.:- 77			
2.	Generator's authorisation No.	Applied application no: 2306178133		
3.	Manifest Document No.	44412		
4.	Transporter's name and address: (including phone No. and e-mail)	Re Sustainability Limited Opposite Vardhman Chemtech Ltd. Village Nimbua, P.O. Rampur Sainia, Tehsil Dera Bassi, Distt. Mohali (Punjab.) 140507 E-mail :- services.pwmp@resustainability.com Contact No.: 9781124224		
5.	Types of Vehicle	(Truck/Tanker/Special Vehicle)		
6.	Transporter's registration No.	HMC/TSDF/ 2007-08/ F-4205.		
7.	Vehicle registration No.	PB 65 F 1780		
8.	TSDF Operator's name and mailing address (including phone No. and e-mail)	Re Sustainability Limited Opposite Vardhman Chemtech Ltd. Village Nimbua, P.O. Rampur Sainia, Tehsil Dera Bassi, Distt. Mohali (Punjab.) 140507 E-mail :- operationspwmp@esustainability.com Contact No.: 9914260516		
9.	TSDF Authorisation No.	HMC/TSDF/ 2007-08/ F-4205		
10.	Waste Description (old stock)	Evaporation Residue (37.3)		
11.	Total Quantity (MT)	7.230 ton		
12.	Physical form	(Solid/Semi- Solid/Sludge/Oily/Tarry/Slurry/Liquid)		
13.	Special handling instruction and additional Information	Use N95 Mask, Disposable Mask & Hand Gloves		
14.	Generator's Certificate	I hereby declare that the content of the consignment are fully and accurately described above the proper shipping name and are categorized, packed, marked and labeled, and are in all respects in proper conditions for transport by road according to applicable national government regulations.		
	Name and stamp: Signature: <i>Sunil Kumar</i>	Month 07	Day 05	Year 2023
15.	Transporter acknowledgment of receipt of Hazardous Waste			
	Name and stamp: Signature: <i>H</i>	Month 07	Day 05	Year 2023
16.	TSDF Operator's certificate of receipt of hazardous and other Waste			
	Name and stamp: Signature:	Month 07	Day 05	Year 2022

For Akums Lifesciences Ltd.

NOTE : Please Attach Comprehensive Analysis Report Photocopy

COPY 1 of 7

White Copy

Auth. Signature

To Be Forwarded To The PPCB / PCC By The Occupier.

FORM - 10

(See Rule 19 (1))

Rev.No.-002

Dated:-22 April,2016

MANIFEST FOR HAZARDOUS AND OTHER WASTE

1.	Generator's name and mailing address (including phone no.)	Akums Lifesciences Ltd.		
	E-mail ID:-	Vill. Sundran, P.O. Mubarakpur, Derabassi, (Pb.) INDIA		
	PWMP Membership No.:-	77		
2.	Generator's authorisation No.	Applied application no - 230687/33		
3.	Manifest Document No.	44318		
4.	Transporter's name and address: (including phone No. and e-mail)	Re Sustainability Limited Opposite Vardhman Chemtech Ltd. Village Nimbua, P.O. Rampur Sainia, Tehsil Dera Bassi, Distt. Mohali (Punjab.) 140507 E-mail :- services.pwmp@resustainability.com Contact No.: 9781124224		
5.	Types of Vehicle	(Truck/Tanker/Special Vehicle)		
6.	Transporter's registration No.	HMC/TSDF/ 2007-08/ F-4205		
7.	Vehicle registration No.	PB 65 F 1779		
8.	TSDF Operator's name and mailing address (including phone No. and e-mail)	Re Sustainability Limited Opposite Vardhman Chemtech Ltd. Village Nimbua, P.O. Rampur Sainia, Tehsil Dera Bassi, Distt. Mohali (Punjab.) 140507 E-mail :- operationspwmp@esustainability.com Contact No.: 9914260516		
9.	TSDF Authorisation No.	HMC/TSDF/ 2007-08/ F-4205		
10.	Waste Description	Cold stock Evaporation Residue (37.3)		
11.	Total Quantity (MT)	6.245 ton		
12.	Physical form	(Solid/Semi- Solid/Sludge/Oily/Tarry/Slurry/Liquid)		
13.	Special handling instruction and additional Information	Use Nose Mask, Disposable Mask & Hand Gloves		
14.	Generator's Certificate	I hereby declare that the content of the consignment are fully and accurately described above the proper shipping name and are categorized, packed, marked and labeled, and are in all respects in proper conditions for transport by road according to applicable national government regulations.		
	Name and stamp: Signature: Month Day Year	Akums Lifesciences Ltd. Vill. Sundran, P.O. Mubarakpur, Derabassi, (Pb.) INDIA Sunil Kumar 07 01 2023		
15.	Transporter acknowledgement of receipt of Hazardous Waste	Name and stamp: Signature: Month Day Year		
	Name and stamp: Signature: Month Day Year	JASWIR 07 01 2023		
16.	TSDF Operator's certificate of receipt of hazardous and other Waste	Name and stamp: Signature: Month Day Year		
	Name and stamp: Signature: Month Day Year	For Akums Lifesciences 07 01 2023		

NOTE : Please Attach Comprehensive Analysis Report Photocopy

COPY 1 Of 7

White Copy

To Be Forwarded To The PPCB / PCC By The Occupier.



361

CIN No. : L24231CH1996PLC017755

141

Akums Lifesciences Limited

(A Subsidiary of AKUMS Drugs & Pharmaceuticals Ltd.)

Regd. Off. : Unit No. E3H, 3rd Floor, Godrej Eternia Commercial Complex,
Plot No. 70, Industrial Area, Phase I, Chandigarh - 160 002
Ph. : +91 87555 07983 E-mail : info.api@akums.in

Akums/ETP/HAZ/Form10/2023/06

Date: 06/07/23

The Environmental Engineer
Nodal office
Punjab Pollution Control Board
Mohali Punjab.

Subject: Submission of Hazardous Waste Manifest for Category 35.3, 37.2 and 37.3

Dear Sir,

Please find enclosed herewith the copy of Hazardous Waste Manifest for category 35.3, 37.2 and 37.3

Sr.No	Manifest No.	Date	Total Quantity
01	44358	26/06/2023	1.930 tons.
02	44359	26/06/2023	0.400 tons
03	43772, 43774, 43775, 43989, 44252, 44256, 43967, 43999, 44000, 43971, 43972, 43973, 44310, 44313, 44315, 44402,	14/06/23, 15/06/23, 15/06/23, 16/06/23, 17/06/23, 20/06/23, 21/06/23, 22/06/23, 22/06/23, 23/06/23, 24/06/23, 24/06/23, 26/06/23, 27/06/23, 28/06/23, 29/06/23.	147.58 tons

This is for your information and records.

Thanking you.

For Akums Lifesciences Ltd.

Authorized Signatory

Encl.

01) Manifest of category 35.3, 37.2 and 37.3

For Akums Lifesciences Ltd.

Auth. Signatory

Unit I : Vill. Sundran, P.O. Mubarakpur, Tehsil Derabassi, Distt. SAS Nagar, Punjab - 140 201 (India)

Unit II : Vill. Chachrauli, P.O. Jeoli, Tehsil Derabassi, Lalru, Distt. SAS Nagar, Punjab - 140 501 (India)

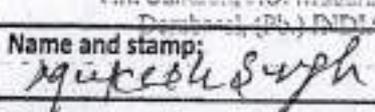
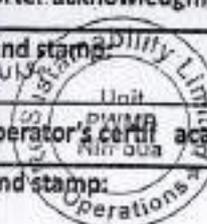
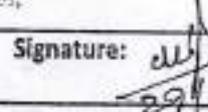
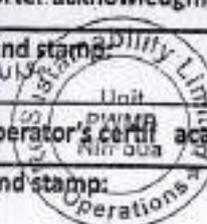
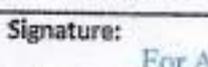
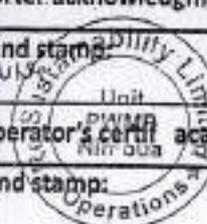
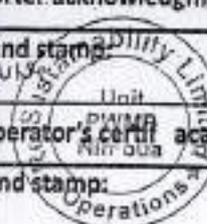
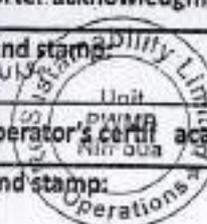
FORM - 10

(See Rule 19 (1))

Rev.No.-002

Dated:-22 April,2016

MANIFEST FOR HAZARDOUS AND OTHER WASTE

1.	Generator's name and mailing address (including phone no.)	Akums Lifesciences Ltd. VIII, Sundern, P.O. Mukarhampur, Distt. Mohali (Pb.) INDIA		
	E-mail ID:-			
	PWMP Membership No.:-	77		
2.	Generator's authorisation No.	Applied application no. 2306878133		
3.	Manifest Document No.	44402		
4.	Trasporter's name and address: (including phone No. and e-mail)	Re Sustainability Limited Oppsite Vardhman Chemtech Ltd. Village Nimbua, P.O. Rampur Sainia, Tehsil Dera Bassi, Distt. Mohali (Punjab.) 140507 E-mail :- services.pwmp@resustainability.com Contact No.: 9781124224		
5.	Types of Vehicle	(Truck/Tanker/Special Vehicle)		
6.	Transporter's registration No.	HMC/TSDF/ 2007-08/ F-4205		
7.	Vehicle registration No.	PB 65 F 1780		
8.	TSDF Operator's name and mailing address (including phone No. and e-mail)	Re Sustainability Limited Oppsite Vardhman Chemtech Ltd. Village Nimbua, P.O. Rampur Sainia, Tehsil Dera Bassi, Distt. Mohali (Punjab.) 140507 E-mail :- operationspwmp@esustainability.com Contact No.: 9914260516		
9.	TSDF Authorisation No.	HMC/TSDF/ 2007-08/ F-4205		
10.	Waste Description	Cold stock Evaporation Residual (37.3)		
11.	Total Quantity (MT)	5.565 ton		
12.	Physical form	(Sblid/Semi- Solid/Sludge/Oily/Tarry/Slurry/Liquid)		
13.	Special handling instruction and additional Information	Use Nose Mask, Disposable Mask & Hand Glöves		
14.	Generator's Certificate	I hereby declare that the content of the consignment are fully and accurately described above the proper shipping name and are categorized, packed, marked and labeled, and are in all respects in proper conditons for transport by road according to applicable national government regulaaons.		
	Name and stamp: Signature:	 		
15.	Transporter acknowledgment of receipt of Hazardous Waste	 		
16.	TSDF Operator's certificate receipt of hazardous and other Waste	 		
	Name and stamp: Signature:	 		
OTE : Please Atach Comprehensive Analysis Report Photocopy		 		COPY 1 Of 7
White Copy		To Be Forwarded To The PPCB / PCC By The Occupier.		

FORM - 10

(See Rule 19 (1))

Rev.No.-002

Dated:-22 April,2016

MANIFEST FOR HAZARDOUS AND OTHER WASTE

1.	Generator's name and mailing address (including phone no.)	Akums Lifesciences Ltd.		
	E-mail ID:-	Vill. Sandran, P.O. Mubarakpur, Derohasti, (Fb.) INDIA		
	PWMP Membership No.:-	77		
2.	Generator's authorisation No.	Applied application no. 2306878133		
3.	Manifest Document No.	44315		
4.	Transporter's name and address: (including phone No. and e-mail)	Re Sustainability Limited Opposite Vardhman Chemtech Ltd. Village Nimbua, P.O. Rampur Sainia, Tehsil Dera Bassi, Distt. Mohali (Punjab.) 140507 E-mail :- services.pwmp@resustainability.com Contact No.: 9781124224		
5.	Types of Vehicle	(Truck/Tanker/Special Vehicle)		
6.	Transporter's registration No.	HMC/TSDF/ 2007-08/ F-4205		
7.	Vehicle registration No.	PB 65 F 1779		
8.	TSDF Operator's name and mailing address (including phone No. and e-mail)	Re Sustainability Limited Opposite Vardhman Chemtech Ltd. Village Nimbua, P.O. Rampur Sainia, Tehsil Dera Bassi, Distt. Mohali (Punjab.) 140507 E-mail :- operations.pwmp@resustainability.com Contact No.: 9914260516		
9.	TSDF Authorisation No.	HMC/TSDF/ 2007-08/ F-4205		
10.	Waste Description	Cold stock Evaporation Residual (37.3)		
11.	Total Quantity (MT)	7.090		
12.	Physical form .	(Solid/Semi- Solid/Sludge/Oily/Tarry/Slurry/Liquid)		
13.	Special handling instruction and additional Information	Use Nose Mask, Disposable Mask & Hand-Gloves		
14.	Generator's Certificate	I hereby declare that the content of the consignment are fully and accurately described above the proper shipping name and are categorized, packed, marked and labeled, and are in all respects in proper conditions for transport by road according to applicable national government regulations.		
	Name and stamp: Signature:	Month	Day	Year
	Akums Lifesciences Ltd. Vill. Sandran, P.O. Mubarakpur, Derohasti, (Fb.) INDIA Mukul Singh	06	28	2023
15.	Transporter acknowledgement of receipt of Hazardous Waste	Month	Day	Year
	Name and stamp: Signature:	06	28	2023
	Unit PWMP Nimbua T.L			
16.	TSDF Operator's acknowledgement of receipt of hazardous and other Waste	Month	Day	Year
	Name and stamp: Signature:	06	28	2023
	For Akums Lifesciences Ltd.			

NOTE : Please Attach Comprehensive Analysis Report Photocopy

White Copy

COPY 1 Of 7

To Be Forwarded To The PPCB / PCC By The Occupier.

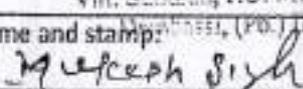
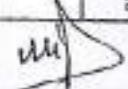
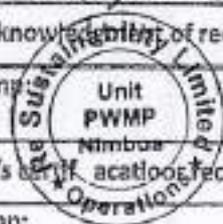
FORM - 10

(See Rule 19 (1))

Rev.No.-002

Dated:-22 April,2016

MANIFEST FOR HAZARDOUS AND OTHER WASTE

1.	Generator's name and mailing address (including phone no.)	Akums Lifesciences Ltd. VII. Sundran, P.O. Mubarakpur, Derabassi, (Pb.) INDIA		
	E-mail ID:-			
	PWMP Membership No.:-	77		
2.	Generator's authorisation No.	Applied application no. 2306878133		
3.	Manifest Document No.	44315		
4.	Transporter's name and address: (including phone No. and e-mail)	Re Sustainability Limited Opposite Vardhman Chemtech Ltd. Village Nimbua, P.O. Rampur Sainia, Tehsil Dera Bassi, Distt. Mohali (Punjab.) 140507 E-mail :- services.pwmp@resustainability.com Contact No.: 9781124224		
5.	Types of Vehicle	(Truck/Tanker/Special Vehicle)		
6.	Transporter's registration No.	HMC/TSD/ 2007-08/ F-4205		
7.	Vehicle registration No.	PB15F1779		
8.	TSD Operator's name and mailing address (including phone No. and e-mail)	Re Sustainability Limited Opposite Vardhman Chemtech Ltd. Village Nimbua, P.O. Rampur Sainia, Tehsil Dera Bassi, Distt. Mohali (Punjab.) 140507 E-mail :- operations.pwmp@esustainability.com Contact No.: 9914260516		
9.	TSD Authorisation No.	HMC/TSD/ 2007-08/ F-4205		
10.	Waste Description	Calc. Stock Evaporation Residue (37.3)		
11.	Total Quantity (MT)	7.735 ton		
12.	Physical form	(Solid/Semi-Solid/Sludge/Oily/Tarry/Slurry/Liquid)		
	Special handling instruction and additional information	Use Nose Mask, Disposable Mask & Hand Gloves		
14.	Generator's Certificate	I hereby declare that the content of the consignment are fully and accurately described above the proper shipping name and are categorized, packed, marked and labeled, and are in all respects in proper conditions for transport by road according to applicable national government regulations.		
	Name and stamp: Akums Lifesciences Ltd. VII. Sundran, P.O. Mubarakpur, Derabassi, (Pb.) INDIA	Signature:	Month	Day
			06	27
				20
				23
15.	Transporter acknowledgement of receipt of Hazardous Waste			
	Name and stamp: Unit PWMP Nimbua Operations	Signature:	Month	Day
		TARSEM	06	27
				20
				23
16.	TSD Operator's acknowledgement receipt of hazardous and other Waste			
	Name and stamp:	Signature:	Month	Day
			06	27
				20
				23

For Akums Lifesciences Ltd.

NOTE : Please Attach Comprehensive Analysis Report Photocopy

COPY 1 Of 7

White Copy

To Be Forwarded To The PPCB / PCC By The Occupier.

FORM - 10

(See Rule 19 (1))

Rev.No.-002

Dated:-22 April,2016

MANIFEST FOR HAZARDOUS AND OTHER WASTE

1.	Generator's name and mailing address (including phone no.)	Akums Lifesciences Ltd. Vill. Sundran, P.O. Mubarakpur, Derabassi, (Pb.) INDIA		
	E-mail ID:-			
	PWMP Membership No.:-	77		
2.	Generator's authorisation No.	77		
3.	Manifest Document No.	Applied application no. 2306878133 44310		
4.	Transporter's name and address: (including phone No. and e-mail)	Re Sustainability Limited Opposite Vardhman Chemtech Ltd. Village Nimbua, P.O. Rampur Sainia, Tehsil Dera Bassi, Distt. Mohali (Punjab.) 140507 E-mail :- services.pwmp@resustainability.com Contact No.: 9781124224		
5.	Types of Vehicle	(Truck/Tanker/Special Vehicle)		
6.	Transporter's registration No.	HMC/TSDF/ 2007-08/ F-4205		
7.	Vehicle registration No.	PB65 F1779		
8.	TSDF Operator's name and mailing address (including phone No. and e-mail)	Re Sustainability Limited Opposite Vardhman Chemtech Ltd. Village Nimbua, P.O. Rampur Sainia, Tehsil Dera Bassi, Distt. Mohali (Punjab.) 140507 E-mail :- operationspwmp@esustainability.com Contact No.: 9914250516		
9.	TSDF Authorisation No.	HMC/TSDF/ 2007-08/ F-4205		
10.	Waste Description	(Cold stock) Evaporation Residue (37.3)		
11.	Total Quantity (MT)	6.855 (MT)		
12.	Physical form	(Solid/Semi- Solid/Sludge/Oily/Tarry/Slurry/Liquid)		
13.	Special handling instruction and additional Information	Use Nose Mask, Disposable MASK & Hand Gloves		
14.	Generator's Certificate	I hereby declare that the content of the consignment are fully and accurately described above the proper shipping name and are categorized, packed, marked and labeled, and are in all respects in proper conditions for transport by road according to applicable national government regulations.		
	Name and stamp: Signature: <i>Mukesh Singh</i>	Month: 06	Day: 26	Year: 2013
15.	Transporter acknowledged receipt of receipt of Hazardous Waste	Signature: <i>TARSEM</i>		
	Name and stamp: Signature: <i>TARSEM</i>	Month: 06	Day: 26	Year: 2013
16.	TSDF Operator acknowledged receipt of hazardous and other Waste	Signature: <i>TARSEM</i>		
	Name and stamp: Signature: <i>TARSEM</i>	Month: 06	Day: 26	Year: 2013

For Akums Lifesciences Ltd.

NOTE : Please Attach Comprehensive Analysis Report Photocopy

COPY 1 OF 7

White Copy

To Be Forwarded To The PPCB / PCC By The Occupier.

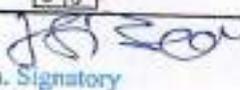
FORM - 10

(See Rule 19 (1))

Rev.No.-002

Dated:-22 April,2016

MANIFEST FOR HAZARDOUS AND OTHER WASTE

1.	Generator's name and mailing address (including phone no.)	Akums Lifesciences Ltd.		
	E-mail ID:-	Vill. Sandran, P.O. Mahanagar, Deoband, (U.P.) INDIA		
	PWMP Membership No.:-	77		
2.	Generator's authorisation No.	77	Applies application no. 23068 78133	
3.	Manifest Document No.		43973	
4.	Trasporter's name and address: (Including phone No. and e-mail)	Re Sustainability Limited Opposite Vardhman Chemtech Ltd. Village Nimbua, P.O. Rampur Sainia, Tehsil Dera Bassi, Distt. Mohali (Punjab.) 140507 E-mail :- services.pwmp@resustainability.com Contact No.: 9781124224		
5.	Types of Vehicle	(Truck/Tanker/Special Vehicle)		
6.	Transporter's registration No.	HMC/TSDF/ 2007-08/ F-4205		
7.	Vehicle registration No.	PB 65 F 1780		
8.	TSDF Operator's name and mailing address (Including phone No. and e-mail)	Re Sustainability Limited Opposite Vardhman Chemtech Ltd. Village Nimbua, P.O. Rampur Sainia, Tehsil Dera Bassi, Distt. Mohali (Punjab.) 140507 E-mail :- operationspwmp@esustainability.com Contact No.: 99142605516		
9.	TSDF Authorisation No.	HMC/TSDF/ 2007-08/ F-4205		
10.	Waste Description	(old stock)	Evaporation residue (37.2)	
11.	Total Quantity (MT)		6.980 (MT)	
12.	Physical form	(Solid/Semi-Solid/Sludge/Oily/Tarry/Slurry/Liquid)		
13.	Special handling instruction and additional Information	Use Nose Mask, Disposable Mask & Hand-Gloves		
14.	Generator's Certificate	I hereby declare that the content of the consignment are fully and accurately described above the proper shipping name and are categorized, packed, marked and labeled, and are in all respects in proper conditions for transport by road according to applicable national government regulations.		
	Name and stamp: Signature:	 Month: 06 Day: 24 Year: 2023		
15.	Transporter's acknowledgment of receipt of Hazardous Waste			
	Name and stamp: Signature:	 Month: 06 Day: 24 Year: 2023		
16.	TSDF Operator's certification for receipt of hazardous and other Waste			
	Name and stamp: Signature:	 Month: 06 Day: 24 Year: 2023		

NOTE : Please Attach Comprehensive Analysis Report Photocopy Auth. Signatory

COPY 1 Of 7

White Copy

To Be Forwarded To The PPCB / PCC By The Occupier.

FORM - 10

(See Rule 19 (1))

Rev.No.-002

Dated:-22 April,2016

MANIFEST FOR HAZARDOUS AND OTHER WASTE

1.	Generator's name and mailing address (including phone no.)	Akums Lifesciences Ltd. Vil. Sundran, P.O. Mubarakpur, Dombivli, (Pb.) INDIA			
	E-mail ID:-				
	PWMP Membership No.:-				77
2.	Generator's authorisation No.	77	Applied application no. 2301878133		
3.	Manifest Document No.		43972		
4.	Transporter's name and address: (including phone No. and e-mail)	Re Sustainability Limited Opposite Vardhman Chemtech Ltd, Village Nimbua, P.O. Rampur Sainia, Tehsil Dera Bassi, Distt. Mohali (Punjab.) 140507 E-mail :- services.pwmp@resustainability.com Contact No.: 9781124224			
5.	Types of Vehicle	(Truck/Tanker/Special Vehicle)			
6.	Transporter's registration No.	HMC/TSDF/ 2007-08/ F-4205			
7.	Vehicle registration No.	PB65 F1780			
8.	TSDF Operator's name and mailing address (including phone No. and e-mail)	Re Sustainability Limited Opposite Vardhman Chemtech Ltd, Village Nimbua, P.O. Rampur Sainia, Tehsil Dera Bassi, Distt. Mohali (Punjab.) 140507 E-mail :- operationspwmp@esustainability.com Contact No.: 99142605516			
9.	TSDF Authorisation No.	HMC/TSDF/ 2007-08/ F-4205			
10.	Waste Description	(Old Stock)	Evaporation Residue (37-3)		
11.	Total Quantity (MT)	9.610 (MT)			
12.	Physical form	(Solid/Semi- Solid/Sludge/Oily/Tarry/Slurry/Liquid)			
13.	Special handling instruction and additional Information	Use Nose-Mask, Disposable Mask & Hand-Gloves			
14.	Generator's Certificate	I hereby declare that the content of the consignment are fully and accurately described above the proper shipping name and are categorized, packed, marked and labeled, and are in all respects in proper conditions for transport by road according to applicable national government regulations.			
	Name and stamp: Signature: <i>Mukesh Singh</i>	Month: 04 Day: 20 Year: 2013			
15.	Transporter's acknowledgment of receipt of Hazardous Waste	Month: 06 Day: 24 Year: 2013			
	Name and stamp: Signature: <i>Jasveer Singh</i>	Month: 06 Day: 24 Year: 2013			
16.	TSDF Operator's certification for receipt of hazardous and other Waste	Month: 06 Day: 24 Year: 2013			
	Name and stamp: Signature:	Month: 06 Day: 24 Year: 2013			

FOR AKUMS LIFESCIENCES LTD.

NOTE : Please Attach Comprehensive Analysis Report Photocopy

White Copy

COPY 1 OF 7

To Be Forwarded To The PPCB / PCC By The Occupier.

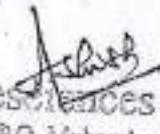
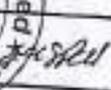
FORM - 10

(See Rule 19 (1))

Rev.No.-002

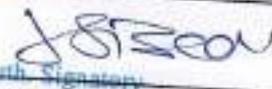
Dated:-22 April,2016

MANIFEST FOR HAZARDOUS AND OTHER WASTE

1.	Generator's name and mailing address (Including phone no.)	Akums Lifesciences Ltd. Vill. Sandran, P.O. Mubankpur, Derabassi, (Pb.) INDIA
	E-mail ID:-	
	PWMP Membership No.:- 77	
2.	Generator's authorisation No. 77	Applica application no. 2306878133 43971
3.	Manifest Document No.	
4.	Trasporter's name and address; (Including phone No. and e-mail)	Re Sustainability Limited Opposite Vardhman Chemtech Ltd. Village Nimbus, P.O. Rampur Sainia, Tehsil Dera Bassi, Distt. Mohali (Punjab.) 140507 E-mail :- services.pwmp@resustainability.com Contact No.: 9782124224
5.	Types of Vehicle	(Truck/Tanker/Special Vehicle)
6.	Transporter's registration No.	HMC/TSDF/ 2007-08/ F-4205
7.	Vehicle registration No.	PB 65 F 1780
8.	TSDF Operator's name and mailing address (Including phone No. and e-mail)	Re Sustainability Limited Opposite Vardhman Chemtech Ltd. Village Nimbus, P.O. Rampur Sainia, Tehsil Dera Bassi, Distt. Mohali (Punjab.) 140507 E-mail :- operationspwmp@esustainability.com Contact No.: 99142605516
9.	TSDF Authorisation No.	HMC/TSDF/ 2007-08/ F-4205
10.	Waste Description (Cold stock)	Evaporation residue (37.3)
11.	Total Quantity (MT)	9.905 (MT)
12.	Physical form	(Solid/Semi- Solid/Sludge/Oily/Tarry/Slurry/Liquid)
13.	Special handling instruction and additional Information	Use Nose Mask, Disposable Mask & Hand Gloves
14.	Generator's Certificate Akums Lifesciences Ltd. Vill. Sandran, P.O. Mubankpur, Derabassi, (Pb.) INDIA Name and stamp:  Signature: _____ Month _____ Day _____ Year _____	I hereby declare that the content of the consignment are fully and accurately described above the proper shipping name and are categorized, packed, marked and labeled, and are in all respects in proper conditions for transport by road according to applicable national-government regulations. Month 06 Day 23 Year 2016
15.	Transporter acknowledgment of receipt of Hazardous Waste Name and stamp:  Signature: _____ Month 06 Day 23 Year 2016	Month 06 Day 23 Year 2016
16.	TSDF Operator's certification for receipt of hazardous and other Waste Name and stamp: _____ Signature: _____ Month 06 Day 23 Year 2016	Month 06 Day 23 Year 2016

NOTE : Please Atach Comprehensive Analysis Report Photocopy

Whito Copy

For Akums Lifesci  Ltd.
Auth. Signatory

COPY 1 OF 7

To Be Forwarded To The PPCB / PCC By The Occur

FORM - 10

(See Rule 19 (1))

Rev.No.-003

Dated:-22 April,2016

MANIFEST FOR HAZARDOUS AND OTHER WASTE

1.	Generator's name and mailing address (including phone no.)	Akums Lifesciences Ltd.		
	E-mail ID:-	VIII, Sandras, P.O. Mubarsapur, Dera Bassi, (Pb.) INDIA		
	PWMP Membership No.:-	77		
2.	Generator's authorisation No.	77	Applied application no. 2301878193	
3.	Manifest Document No.		44000	
4.	Transporter's name and address: (including phone No. and e-mail)	Re Sustainability Limited Opposite Vardhman Chemtech Ltd. Village Nimbua, P.O. Rampur Sainia, Tehsil Dera Bassi, Distt. Mohali (Punjab.) 140507 E-mail :- services.pwmp@resustainability.com Contact No.: 9781124224		
5.	Types of Vehicle	(Truck/Tanker/Special Vehicle)		
6.	Transporter's registration No.	HMC/TSDF/ 2007-08/ F-4205		
7.	Vehicle registration No.	PB 65 F 1779		
8.	TSDF Operator's name and mailing address (including phone No. and e-mail)	Re Sustainability Limited Opposite Vardhman Chemtech Ltd. Village Nimbua, P.O. Rampur Sainia, Tehsil Dera Bassi, Distt. Mohali (Punjab.) 140507 E-mail :- operationspwmp@esustainability.com Contact No.: 99142605516		
9.	TSDF Authorisation No.	HMC/TSDF/ 2007-08/ F-4205		
10.	Waste Description	(Cold stock)	Evaporation Residue (37.3)	
11.	Total Quantity (MT)	8.495 (MT)		
12.	Physical form	(Solid/Semi-Solid/Sludge/Oily/Tarry/Slurry/Liquid)		
13.	Special handling instruction and additional information	Use Nose Mask, Disposable Mask & Hand Gloves		
14.	Generator's Certificate	I hereby declare that the content of the consignment are fully and accurately described above the proper shipping name and are categorized, packed, marked and labeled, and are in all respects in proper conditions for transport by road according to applicable national government regulations.		
	Name and stamp: Signature:	Month Day Year 06 22 2023		
15.	Transporter acknowledgment of receipt of Hazardous Waste			
	Name and stamp: Signature:	Month Day Year 06 22 2023		
16.	TSDF Operator's certification for receipt of hazardous and other Waste			
	Name and stamp: Signature:	Month Day Year 06 22 2023		

NOTE : Please Attach Comprehensive Analysis Report Photocopy

White Copy

COPY 1 OF 7

To Be Forwarded To The PPCB / PCC By The Occupier.

FORM - 10

(See Rule 19 (1))

Rev.No.-002

Dated:-22 April,2016

MANIFEST FOR HAZARDOUS AND OTHER WASTE

1.	Generator's name and mailing address (including phone no.)	Akums Lifesciences Ltd. Vill. Sundern, P.O. Nubarnagar, Dera Bassi, (Pb.) INDIA		
	E-mail ID:-			
	PWMP Membership No.:- 77			
2.	Generator's authorisation No. 77	Applied application no: 2306878133 43999		
3.	Manifest Document No.			
4.	Transporter's name and address: (including phone No. and e-mail)	Re Sustainability Limited Opposite Vardhman Chemtech Ltd, Village Nimbua, P.O. Rampur Sainia, Tehsil Dera Bassi, Distt. Mohali (Punjab.) 140507 E-mail :- services.pwmp@resustainability.com Contact No.: 9781124224		
5.	Types of Vehicle	(Truck/Tanker/Special Vehicle)		
6.	Transporter's registration No.	HMC/TSDF/ 2007-08/ F-4205		
7.	Vehicle registration No.	PB65F1779		
8.	TSDF Operator's name and mailing address (including phone No. and e-mail)	Re Sustainability Limited Opposite Vardhman Chemtech Ltd, Village Nimbua, P.O. Rampur Sainia, Tehsil Dera Bassi, Distt. Mohali (Punjab.) 140507 E-mail :- operationspwmp@esustainability.com Contact No.: 99142605516		
9.	TSDF Authorisation No.	HMC/TSDF/ 2007-08/ F-4205		
10.	Waste Description	(Cold stock)		
11.	Total Quantity (MT)	Evaporation Residual (37.2) 8.940 (MT)		
12.	Physical form:	(Solid/Semi-Solid/Sludge/Oily/Tarry/Slurry/Liquid)		
13.	Special handling instruction and additional information	Use Nose Mask, Disposable Mask & Hand Gloves		
14.	Generator's Certificate	I hereby declare that the content of the consignment are fully and accurately described above the proper shipping name and are categorized, packed, marked and labeled, and are in all respects in proper conditions for transport by road according to applicable national government regulations.		
	Name and stamp: Signature: <i>Mukesh Singh</i>	Month 06	Day 22	Year 2023
15.	Transporter acknowledgment of receipt of Hazardous Waste			
	Name and stamp: Signature: <i>Jaspreet</i>	Month 06	Day 22	Year 2023
16.	TSDF Operator's certification for receipt of hazardous and other Waste			
	Name and stamp: Signature: <i>Jaspreet</i>	Month 06	Day 22	Year 2023

NOTE: Please Attach Comprehensive Analysis Report Photocopy

White Copy

COPY 1 of 7

To Be Forwarded To The PPCB / PCC By The Occupier.

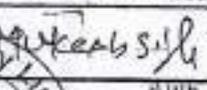
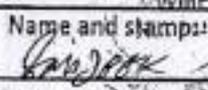
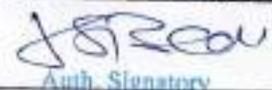
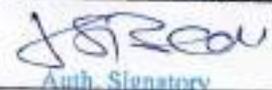
FORM - 10

(See Rule 19 (1))

Rev.No.-002

Dated:-22 April,2016

MANIFEST FOR HAZARDOUS AND OTHER WASTE

1.	Generator's name and mailing address (including phone no.)	Akums Lifesciences Ltd. Vill. Sandan, P.O. Mutanapur, Dera Bassi, (Pb.) INDIA		
	E-mail ID:-			
	PWMP Membership No.:- 77			
2.	Generator's authorisation No. 77	Applied application no. 2306/ 28133		
3.	Manifest Document No.	43967		
4.	Transporter's name and address: (including phone No. and e-mail)	Re Sustainability Limited Opposite Vardhman Chemtech Ltd. Village Nimbua, P.O. Rampur Sainia, Tehsil Dera Bassi, Distt. Mohali (Punjab.) 140507 E-mail :- services.pwmp@resustainability.com Contact No.: 9781124224		
5.	Types of Vehicle	(Truck/Tanker/Special Vehicle)		
6.	Transporter's registration No.	HMC/TSDF/ 2007-08/ F-4205		
7.	Vehicle registration No.	PB6SF1780		
8.	TSDF Operator's name and mailing address (including phone No. and e-mail)	Re Sustainability Limited Opposite Vardhman Chemtech Ltd. Village Nimbua, P.O. Rampur Sainia, Tehsil Dera Bassi, Distt. Mohali (Punjab.) 140507 E-mail :- operationspwmp@esustainability.com Contact No.: 99142605516		
9.	TSDF Authorisation No.	HMC/TSDF/ 2007-08/ F-4205		
10.	Waste Description	(old stock) Evaporation residue (37-2)		
11.	Total Quantity (MT)	9.905 (MT)		
12.	Physical form	(Solid/Semi-Solid/Sludge/Oily/Tarry/Slurry/Liquid)		
13.	Special handling instruction and additional Information	Use Nose Mask, Disposable Mask & Hand Gloves		
14.	Generator's Certificate	I hereby declare that the content of the consignment are fully and accurately described above the proper shipping name and are categorized, packed, marked and labeled, and are in all respects in proper conditions for transport by road according to applicable national government regulations.		
	For Akums Lifesciences Ltd Name and stamp:  Signature:  Month: 06 Day: 21 Year: 2023			
15.	Transporter acknowledgment of receipt of Hazardous Waste Name and stamp:  Signature:  Month: 06 Day: 21 Year: 2023			
16.	TSDF Operator's certification for receipt of hazardous and other Waste Name and stamp:  Signature:  Month: 06 Day: 21 Year: 2023	For Akums Lifesciences Ltd.  		

NOTE : Please Attach Comprehensive Analysis Report Photocopy

White Copy

COPY 1 OF 7

To Be Forwarded To The PPCB / PCC By The Occupier

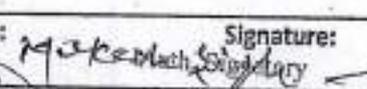
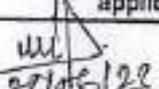
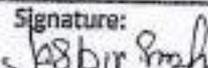
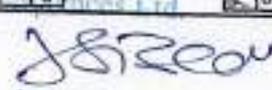
FORM - 10

(See Rule 19 (1))

Rev.No.-002

Dated:-22 April,2016

MANIFEST FOR HAZARDOUS AND OTHER WASTE

1.	Generator's name and mailing address (including phone no.)	Akums Lifesciences Ltd. Vill. Sundran, P.O. Mubarakpur, Dambasal, (Ph.) INDIA		
	E-mail ID:-			
	PWMP Membership No.:-	77		
2.	Generator's authorisation No.	77		
3.	Manifest Document No.	Approved Application no. 230677/133 44256		
4.	Transporter's name and address: (including phone No. and e-mail)	Re Sustainability Limited Opposite Vardhman Chemtech Ltd. Village Nimbua, P.O. Rampur Sainia, Tehsil Dera Bassi, Distt. Mohali (Punjab.) 140507 E-mail :- services.pwmp@resustainability.com Contact No.: 9781124224		
5.	Types of Vehicle	(Truck/Tanker/Special Vehicle)		
6.	Transporter's registration No.	HMC/TSDF/ 2007-08/ F-4205		
7.	Vehicle registration No.	PB 65 G 2384		
8.	TSDF Operator's name and mailing address (including phone No. and e-mail)	Re Sustainability Limited Opposite Vardhman Chemtech Ltd. Village Nimbua, P.O. Rampur Sainia, Tehsil Dera Bassi, Distt. Mohali (Punjab.) 140507 E-mail :- operationspwmp@esustainability.com Contact No.: 9914260516		
9.	TSDF Authorisation No.	HMC/TSDF/ 2007-08/ F-4205		
10.	Waste Description	(old block) Evaporation Residual (37.3)		
11.	Total Quantity (MT)	10.355 (MT)		
12.	Physical form	(Solid/Semi-Solid/Sludge/Oily/Tarry/Slurry/Liquid)		
13.	Special handling instruction and additional Information	Use Nose Mask, Disposable Mask & Hand-Gloves		
14.	Generator's Certificate	I hereby declare that the content of the consignment are fully and accurately described above the proper shipping name and are categorized, packed, marked and labeled, and are in all respects in proper conditions for transport by road according to applicable national government regulations.		
	Name and stamp: 	Signature: 	Month 06	Day 20
15.	Transporter acknowledgment of receipt of Hazardous Waste			
	Name and stamp: 	Signature: 	Month 06	Day 20
16.	TSDF Operator's certificate/receipt of hazardous and other Waste			
	Name and stamp: 	Signature: 	Month 06	Day 20

NOTE : Please Attach Comprehensive Analysis Report Photocopy

White Copy

COPY 1 Of 7

To Be Forwarded To The PPCB / PCC By The Occupier.

FORM - 10

(See Rule 19 (1))

Rev.No.-002

Dated:-22 April,2016

MANIFEST FOR HAZARDOUS AND OTHER WASTE

1.	Generator's name and mailing address (including phone no.)	Akums Lifesciences Ltd.		
	E-mail ID:-	VIII, Surajpur, P.O. Mubarakpur, Dehra Dun, (Pb.) INDIA		
	PWMP Membership No.:-	77		
2.	Generator's authorisation No.	77	Applied application no- 2306878133	
3.	Manifest Document No.		44252	
4.	Transporter's name and address: (including phone No. and e-mail)	Re Sustainability Limited Opposite Vardhman Chemtech Ltd. Village Nimbua, P.O. Rampur Salnia, Tehsil Dera Bassi, Distt. Mohali (Punjab.) 140507 E-mail :- services.pwmp@resustainability.com Contact No.: 9781124224		
	Types of Vehicle	(Truck/Tanker/Special Vehicle)		
6.	Transporter's registration No.	HMC/TSDF/ 2007-08/ F-4205		
7.	Vehicle registration No.	PB 65 G 2584		
8.	TSDF Operator's name and mailing address (including phone No. and e-mail)	Re Sustainability Limited Opposite Vardhman Chemtech Ltd. Village Nimbua, P.O. Rampur Salnia, Tehsil Dera Bassi, Distt. Mohali (Punjab.) 140507 E-mail :- operationspwmp@esustainability.com Contact No.: 9914260516		
9.	TSDF Authorisation No.	HMC/TSDF/ 2007-08/ F-4205		
10.	Waste Description	Evaporation Residue (37.3)		
11.	Total Quantity (MT)	10655 Kg		
12.	Physical form	(Solid/Semi- Solid/Sludge/Oily/Tarry/Slurry/Liquid)		
13.	Special handling instruction and additional Information	Use Nose Mask, Disposable Mask & Hand Gloves		
14.	Generator's Certificate	I hereby declare that the content of the consignment are fully and accurately described above the proper shipping name and are categorized, packed, marked and labeled, and are in all respects in proper conditions for transport by road according to applicable national government regulations.		
	Name and stamp: Signature: <i>[Signature]</i>	Month 06	Day 17	Year 2023
15.	Transporter acknowledgment of receipt of Hazardous Waste			
	Name and stamp: Signature: <i>[Signature]</i>	Month 06	Day 17	Year 2022
16.	TSDF Operator's certificate or receipt of hazardous and other Waste			
	Name and stamp: Signature: <i>[Signature]</i>	Month 06	Day 17	Year 2023

NOTE : Please Attach Comprehensive Analysis Report Photocopy

White Copy

COPY 1 Of 7

To Be Forwarded To The PPCB / PCC By The Occupier.

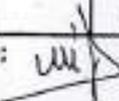
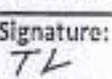
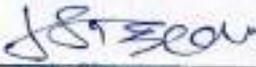
FORM - 10

(See Rule 19 (1))

Rev.No.-002

Dated:-22 April,2016

MANIFEST FOR HAZARDOUS AND OTHER WASTE

1.	Generator's name and mailing address (including phone no.)	Akums Lifesciences Ltd. VIII. Sundran, P.O. Mubarakpur, Derabassi, (Pb.) INDIA		
	E-mail ID:-			
	PWMP Membership No.:-			
2.	Generator's authorisation No.	77	Applied Application no. 2306878133	
3.	Manifest Document No.		43980	
4.	Transporter's name and address: (including phone No. and e-mail)	Re Sustainability Limited Opposite Vardhman Chemtech Ltd, Village Nimbua, P.O. Rampur Sainia, Tehsil Dera Bassi, Distt. Mohali (Punjab.) 140507 E-mail :- services.pwmp@resustainability.com Contact No.: 9781124224		
5.	Types of Vehicle	(Truck/Tanker/Special Vehicle)		
6.	Transporter's registration No.	HMC/TSDF/ 2007-08/ F-4205		
7.	Vehicle registration No.	PB 65F 1779		
8.	TSDF Operator's name and mailing address (including phone No. and e-mail)	Re Sustainability Limited Opposite Vardhman Chemtech Ltd, Village Nimbua, P.O. Rampur Sainia, Tehsil Dera Bassi, Distt. Mohali (Punjab.) 140507 E-mail :- operationspwmp@esustainability.com Contact No.: 99142605516		
9.	TSDF Authorisation No.	HMC/TSDF/ 2007-08/ F-4205		
10.	Waste Description	Evaporation Residue (37.3)		
11.	Total Quantity (MT)	8800 Kg		
12.	Physical form	(Solid/Semi- Solid/Sludge/Oily/Tarry/Slurry/Liquid)		
13.	Special handling instruction and additional Information	Use Nose Mask, Disposable Mask & Hand Gloves		
14.	Generator's Certificate	I hereby declare that the content of the consignment are fully and accurately described above the proper shipping name and are categorized, packed, marked and labeled, and are in all respects in proper conditions for transport by road according to applicable national-government regulations.		
	Name and stamp: Signature: 	Month Day Year 06 16 2023		
15.	Transporter acknowledgement of receipt of Hazardous Waste			
	Name and stamp: Signature: 	Month Day Year 06 16 2023		
16.	TSDF Operator's certification for receipt of hazardous and other Waste			
	Name and stamp: Signature: 	Month Day Year 06 16 2023		

For Akums Lifesciences Ltd

NOTE : Please Attach Comprehensive Analysis Report Photocopy

COPY 1 OF 7

White Copy

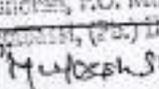
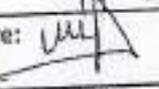
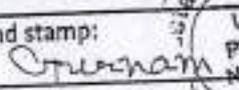
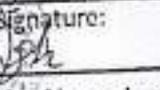
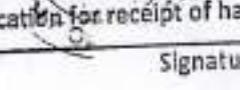
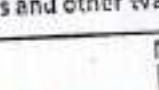
To Be Forwarded To The PPCB / PCC By The Occupier.

FORM - 10

(See Rule 19 (1))

Rev.No.-002
Dated:-22 April,2016

MANIFEST FOR HAZARDOUS AND OTHER WASTE

1.	Generator's name and mailing address (including phone no.)	M/s Akums Lifesciences Ltd (Unit-D) Village-Sundran, Dera Bassi (Pb)		
	E-mail ID:-	SAS Nagar, Pin Code-140507		
	PWMP Membership No.:-	77		
2.	Generator's authorisation No.	Applied Application no- 2306878133		
3.	Manifest Document No.	43775		
4.	Transporter's name and address; (including phone No. and e-mail)	Re Sustainability Limited Opposite Vardhman Chemtech Ltd. Village Nimbua, P.O. Rampur Sainia, Tehsil Dera Bassi, Distt. Mohali (Punjab.) 140507 E-mail :- services.pwmp@resustainability.com Contact No.: 9781124224		
5.	Types of Vehicle	(Truck/Tanker/Special Vehicle)		
6.	Transporter's registration No.	HMC/TSDF/ 2007-08/ F-4205		
7.	Vehicle registration No.	PB65 G 2384		
8.	TSDF Operator's name and mailing address (including phone No. and e-mail)	Re Sustainability Limited Opposite Vardhman Chemtech Ltd. Village Nimbua, P.O. Rampur Sainia, Tehsil Dera Bassi, Distt. Mohali (Punjab.) 140507 E-mail :- operationspwmp@esustainability.com Contact No.: 99142605516		
9.	TSDF Authorisation No.	HMC/TSDF/ 2007-08/ F-4205		
10.	Waste Description	Evaporation Residue (373)		
11.	Total Quantity (MT)	13740 Kg		
12.	Physical form	(Solid/Semi- Solid/Sludge/Oily/Tarry/Slurry/Liquid)		
13.	Special handling instruction and additional Information	Use Nose Mask, Disposable Mask & Hand Gloves		
14.	Generator's Certificate	I hereby declare that the content of the consignment are fully and accurately described above the proper shipping name and are categorized, packed, marked and labeled, and are in all respects in proper conditions for transport by road according to applicable national government regulations.		
		<p>Akums Lifesciences Ltd. Vil. Sundran, P.O. Mubarakpur, Dera Bassi, (Pb.) INDIA</p> <p>Name and stamp:  Signature:  Month: 06 Day: 15 Year: 2023</p>		
15.	Transporter acknowledgment of receipt of Hazardous Waste			
		<p>Name and stamp:  Signature:  Month: 06 Day: 15 Year: 2023</p>		
16.	TSDF Operator's certification for receipt of hazardous and other Waste			
		<p>Name and stamp:  Signature:  Month: 06 Day: 15 Year: 2023</p>		

For Akums Lifesciences Ltd.

COPY 1 OF 7

NOTE : Please Atach Comprehensive Analysis Report Photocopy

To Be Forwarded To The PPCB / PCC By The Occupier.

White Copy

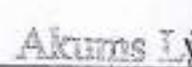
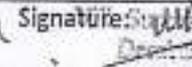
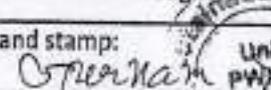
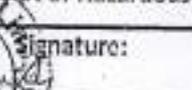
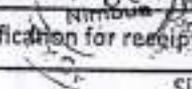
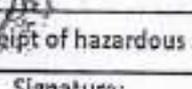
FORM - 10

(See Rule 19 (1))

Rev.No.-002

Dated:-22 April,2016

MANIFEST FOR HAZARDOUS AND OTHER WASTE

1.	Generator's name and mailing address (including phone no.)	M/S Akums Lifesciences Ltd. (Unit-D) Village:- Sundhan, Reebahalli (Ph) SAS Nagar, PIN Code:-14507		
	E-mail ID:-			
	PWMP Membership No.:- 77			
2.	Generator's authorisation No.	Applied application no.- 2306878133		
3.	Manifest Document No.	43774		
4.	Transporter's name and address: (including phone No. and e-mail)	Re Sustainability Limited Opposite Vardhman Chemtech Ltd. Village Nimbua, P.O. Rampur Sainia, Tehsil Dera Bassi, Distt. Mohali (Punjab.) 140507 E-mail :- services.pwmp@resustainability.com Contact No.: 9781124224		
5.	Types of Vehicle	(Truck/Tanker/Special Vehicle)		
6.	Transporter's registration No.	HMC/TSDF/ 2007-08/ F-4205		
7.	Vehicle registration No.	PB 65 G 2384		
8.	TSDF Operator's name and mailing address (including phone No. and e-mail)	Re Sustainability Limited Opposite Vardhman Chemtech Ltd. Village Nimbua, P.O. Rampur Sainia, Tehsil Dera Bassi, Distt. Mohali (Punjab.) 140507 E-mail :- operationspwmp@esustainability.com Contact No.: 99142605516		
9.	TSDF Authorisation No.	HMC/TSDF/ 2007-08/ F-4205		
10.	Waste Description	Evaporation Residue (37.3)		
11.	Total Quantity (MT)	11.68 Ton.		
12.	Physical form	(Solid/Semi- Solid/Sludge/Oily/Tarry/Slurry/Liquid)		
13.	Special handling instruction and additional Information	Use Nose Mask, Disposable Mask & Hand Gloves		
14.	Generator's Certificate	I hereby declare that the content of the consignment are fully and accurately described above the proper shipping name and are categorized, packed, marked and labeled, and are in all respects in proper conditions for transport by road according to applicable national government regulations.		
	Name and stamp:  Signature:  Date: (DD) (MM) (YY) 06/15/2023			
15.	Transporter acknowledgment receipt of Hazardous Waste			
	Name and stamp:  Signature:  Date: (DD) (MM) (YY) 06/15/2023			
16.	TSDF Operator's certification for receipt of hazardous and other Waste			
	Name and stamp:  Signature:  Date: (DD) (MM) (YY) 06/15/2023			

For Akums Lifesciences Ltd.

NOTE : Please Attach Comprehensive Analysis Report Photocopy

COPY 1 Of 7

White Copy

To Be Forwarded To The PPCB / PCC By The Occupier.

FORM - 10

(See Rule 19 (1))

Rev.No.-002

Dated:-22 April,2016

MANIFEST FOR HAZARDOUS AND OTHER WASTE

1.	Generator's name and mailing address (including phone no.)	MIS Akums Lifesciences Ltd (Unit I) village - Sundran Dera Bassi (Pb) Pin code 140507 SAS Naga		
	E-mail ID:-			
	PWMP Membership No.:-	77		
2.	Generator's authorisation No.	Applied application no - 2306878133		
3.	Manifest Document No.	43772		
4.	Transporter's name and address: (including phone No. and e-mail)	Re Sustainability Limited Opposite Vardhman Chemtech Ltd. Village Nimbua, P.O. Rampur Sainia, Tehsil Dera Bassi, Distt. Mohali (Punjab.) 140507 E-mail :- services.pwmp@resustainability.com Contact No.: 9781124224		
5.	Types of Vehicle	(Truck/Tanker/Special Vehicle)		
6.	Transporter's registration No.	HMC/TSDF/ 2007-08/ F-4205		
7.	Vehicle registration No.	PB65 G 2384		
8.	TSDF Operator's name and mailing address (including phone No. and e-mail)	Re Sustainability Limited Opposite Vardhman Chemtech Ltd. Village Nimbua, P.O. Rampur Sainia, Tehsil Dera Bassi, Distt. Mohali (Punjab.) 140507 E-mail :- operationspwmp@esustainability.com Contact No.: 99142605516		
9.	TSDF Authorisation No.	HMC/TSDF/ 2007-08/ F-4205		
10.	Waste Description	Evaporation Residue (37.3)		
11.	Total Quantity (MT)	11270 kg		
12.	Physical form	(Solid/Semi- Solid/Sludge/Oily/Tarry/Slurry/Liquid)		
13.	Special handling instruction and additional Information	Use Nose Mask, Disposable Mask & Hand Gloves		
14.	Generator's Certificate	I hereby declare that the content of the consignment are fully and accurately described above the proper shipping name and are categorized, packed, marked and labeled, and are in all respects in proper conditions for transport by road according to applicable national government regulations.		
	Name and stamp: Akums Lifesciences Ltd Vill. Sundran, P.O. Mohali Punjab Signature: [Signature] Month: 06 Day: 14 Year: 2023			
15.	Transporter acknowledgment of receipt of Hazardous Waste			
	Name and stamp: [Stamp] Signature: [Signature] Month: 06 Day: 14 Year: 2023			
16.	TSDF Operator's certification for receipt of hazardous and other Waste			
	Name and stamp: [Stamp] Signature: [Signature] Month: 06 Day: 14 Year: 2023			

NOTE : Please Atach Comprehensive Analysis Report Photocopy

White Copy

To Be Forwarded To The PPCB / PCC By The Occupier.

COPY 1 OF 7

FORM - 10

(See Rule 19 (1))

Rev.No.-002

Dated:-22 April,2016

MANIFEST FOR HAZARDOUS AND OTHER WASTE

1.	Generator's name and mailing address (Including phone no.)	Akums Lifesciences Ltd.		
	E-mail ID:-	Vill. Sundran, P.O. Mubarakpur, Deobassi, (Fb.) INDIA		
	PWMP Membership No.:-	27		
2.	Generator's authorisation No.	27		
3.	Manifest Document No.	44358		
4.	Transporter's name and address: (including phone No. and e-mail)	Re Sustainability Limited Opposite Vardhman Chemtech Ltd. Village Nimbua, P.O. Rampur Sainia, Tehsil Dera Bassi, Distt. Mohali (Punjab.) 140507 E-mail -> services.pwmp@resustainability.com Contact No.: 9781124224		
	Types of Vehicle	(Truck/Tanker/Special Vehicle)		
6.	Transporter's registration No.	HMC/TSDF/ 2007-08/ F-4205		
7.	Vehicle registration No.	PB 65 BE 1875		
8.	TSDF Operator's name and mailing address (Including phone No. and e-mail)	Re Sustainability Limited Opposite Vardhman Chemtech Ltd. Village Nimbua, P.O. Rampur Sainia, Tehsil Dera Bassi, Distt. Mohali (Punjab.) 140507 E-mail -> operationspwmp@esustainability.com Contact No.: 9914260516		
9.	TSDF Authorisation No.	HMC/TSDF/ 2007-08/ F-4205		
10.	Waste Description	ETP Sludge (35.3)		
11.	Total Quantity (MT)	1.93		
12.	Physical form	(Solid/Semi- Solid/Sludge/Oily/Tarry/Slurry/Liquid)		
13.	Special handling instruction and additional Information	Use Nese Mask, Disposable Mask & Hand Gloves		
14.	Generator's Certificate	I hereby declare that the content of the consignment are fully and accurately described above the proper shipping name and are categorized, packed, marked and labeled, and are in all respects in proper conditons for transport by road according to applicable national government regulaaons.		
	Akums Lifesciences Ltd. Vill. Sundran, P.O. Mubarakpur, Deobassi, (Fb.) INDIA	Signature: <i>Mukesh Saha</i> Month: 06 Day: 26 Year: 2023		
15.	Transporter acknowledgment of receipt of Hazardous Waste	Signature: <i>Ganay</i> Month: 06 Day: 26 Year: 2023		
16.	TSDF Operator's certification receipt of hazardous and other Waste	Signature: <i>JST</i> Month: 06 Day: 26 Year: 2023		

NOTE : Please Atach Comprehensive Analysis Report Photocopy

White Copy

COPY 1 Of 7

To Be Forwarded To The PPCB / PCC By The Occupier.

FORM - 10
(See Rule 19 (1))

Rev.No.-002
Dated:-22 April,2016

MANIFEST FOR HAZARDOUS AND OTHER WASTE

1.	Generator's name and mailing address (including phone no.)	Akums Lifesciences Ltd. Vill. Sandhu, P.O. Sandhu, Distt. Jalandhar
	E-mail ID:-	
	PWMP Membership No.:- 77	
2.	Generator's authorisation No.	Applied application no. 23-687883
3.	Manifest Document No.	44359
4.	Transporter's name and address: (including phone No. and e-mail)	Re Sustainability Limited Opposite Vardhman Chemtech Ltd. Village Nimbua, P.O. Rampur Sainia, Tehsil Dera Bassi, Distt. Mohali (Punjab.) 140507 E-mail :- services.pwmp@resustainability.com Contact No.: 9781124224
5.	Types of Vehicle	(Truck/Tanker/Special Vehicle)
6.	Transporter's registration No.	HMC/TSDF/ 2007-08/ F-4205
7.	Vehicle registration No.	PB 65 BE 1875
8.	TSDF Operator's name and mailing address (including phone No. and e-mail)	Re Sustainability Limited Opposite Vardhman Chemtech Ltd. Village Nimbua, P.O. Rampur Sainia, Tehsil Dera Bassi, Distt. Mohali (Punjab.) 140507 E-mail :- operationspwmp@esustainability.com Contact No.: 9914260516
9.	TSDF Authorisation No.	HMC/TSDF/ 2007-08/ F-4205
10.	Waste Description	Incidental ash (37.2)
11.	Total Quantity (MT)	0.4 (MT)
12.	Physical form	(Solid/Semi-Solid/Sludge/Oily/Tarry/Slurry/Liquid)
13.	Special handling instruction and additional Information	Use Nose-Mask, Disposable Mask & Hand Gloves
14.	Generator's Certificate	I hereby declare that the content of the consignment are fully and accurately described above the proper shipping name and are categorized, packed, marked and labeled, and are in all respects in proper conditions for transport by road according to applicable national government regulations.
	Name and stamp: Signature: <i>Mukesh Singh</i> Month: 06 Day: 26 Year: 2023	
15.	Transporter acknowledgment of receipt of Hazardous Waste	Unit PWMP Nimbua Signature: <i>[Signature]</i> Month: 06 Day: 26 Year: 2023
	Name and stamp: Signature: <i>[Signature]</i> Month: 06 Day: 26 Year: 2023	
16.	TSDF Operator's certificate of receipt of hazardous and other Waste	For Akums Lifesciences Ltd. Signature: <i>[Signature]</i> Month: 06 Day: 26 Year: 2023
	Name and stamp: Signature: <i>[Signature]</i> Month: 06 Day: 26 Year: 2023	

NOTE : Please Attach Comprehensive Analysis Report Photocopy

White Copy

To Be Forwarded To The PPCB / PCC By The Occupier.

COPY 1 OF 7

(.....)

Name and Address : M/S Aggarwal Manufacturing Co
of the Industry Plot No 10, Friends Industrial Estate
Opposite Aarti Steels, Focal Point,
Ludhiana

Telephone/Fax No. : 98140-38110

E-mail Address : amclube1@gmail.com

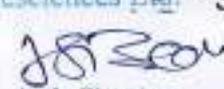
Registration No. : Reg/LDH-I/2021-26/F-5

Date of Issue : 28/06/2021

Validity Period : 28/06/2021 To 27/06/2026

Type & quantity of the Hazardous Waste(s) permitted for procurement and recycling :

S. No.	Hazardous Wastes Type	Quantity (Tons Per Annum)
	Refining/Recycling of used oil @ 1200 kl/annum and waste oil @ 600kl/annum.	1200kl/annum and 600kl/annum only


 28/6
 Authorised Signatory &
 Senior Environmental Engineer Seal

 Auth. Signatory

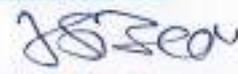
1. The passbook shall cease to be valid in case of expiry of the validity or suspension or cancellation of any of the existing consents under Water (Prevention & Control of Pollution) Act, 1974 and Air (Prevention & Control of Pollution) Act, 1981 and authorization under Hazardous and other Waste (Management & Transboundary Movement) Rules, 2016 as amended issued by the Punjab Pollution Control Board and shall remain invalid till consent(s)/ authorization are obtained.
2. The industry shall get its earlier consent to operate under the Water (Prevention & Control of Pollution) Act, 1974 and Air (Prevention & Control of Pollution) Act, 1981 and authorization under Hazardous and other Waste (Management & Transboundary Movement) Rules, 2016 revalidated for allowing the operation of the unit/processing of hazardous waste.
3. The industry shall comply with the conditions imposed by the Punjab Pollution Control Board while granting the consents and authorization as well as Standard Operating Practices (SOPs) prescribed by the Central Pollution Control Board (CPCB)/ Ministry of Environment, Forests & Climate Change (MoEF&CC) from such units, in totality.
4. The re-refiner / recycler shall submit copies of the valid consents and authorization also to the auctioneer / seller at the time of each procurement.
5. The re-refiner / recycler shall be responsible to ensure that the quantity of the waste (s) procured each time is endorsed in this passbook by the authorized seller/ auctioneer. In case of import, this endorsement shall be obtained from the Custom Authorities.
6. In case of imports [where permitted as per Hazardous and other Waste (Management & Transboundary Movement) Rules, 2016]
 - (i) The recycler should submit the analysis report received from the exporter to the PPCB each time the consignments of recyclable waste are received.
 - (ii) Copper content in the consignment of Copper dross should be equal or more than 65% of recoverable copper, Lead and Cadmium content in it shall not exceed 1.25% and 0.1% respectively.
 - (iii) Lead & Cadmium content in the consignment of spent cleaned metal catalyst containing copper and copper reverts, cake & residues should be equal or less than 1.25% and 0.1% respectively.
 - (iv) Zinc content in the consignment of Zinc ash should be equal or more than 65% of recoverable Zinc, Lead and Cadmium content shall not exceed 1.25% and 0.1% respectively.
 - (v) Lead content in the consignment of brass dross should be equal to or less than 1.25%.
7. This registered re-refiner / recycler shall maintain the records of above mentioned Recyclable Waste procured for recycling and submit the Annual Returns regarding utilization of such waste to the Punjab Pollution Control Board as provisions of the Hazardous and other Waste (Management & Transboundary Movement) Rules, 2016.

For Akums Lifesciences Ltd.


Auth. Signatory

8. This passbook shall be produced at the time of inspection upon request of an officer authorized by the Ministry of Environment & Forests (MoEF) / Central Pollution Control Board (CPCB) or Punjab Pollution Control Board (PPCB).
9. The re-refiner / recycler shall not rent / lend / sell / transfer this passbook.
10. Any change in the re-refining / recycling technology, disposal facility and equipment as given in the application shall only be carried out with prior permission of Punjab Pollution Control Board.
11. Transportation, processing, treatment and disposal of wastes shall be carried out strictly as per the Guidelines on "Management & Handling of Hazardous Waste, 1991" Issued by MoEF and in accordance with the Hazardous and other Waste (Management & Transboundary Movement) Rules, 2016.
12. The hazardous waste generated from the re-refining / recycling process shall be disposed off as per the Hazardous and other Waste (Management & Transboundary Movement) Rules, 2016.
13. The unit shall take appropriate and adequate measures to control fugitive emissions such that the Work Zone standards with respect to lead content in particulate and other parameters are met.
14. The re-refiner / recycler shall obtain a copy of the analysis report of the used oil/ waste oil from the generator at the time of each procurement and submit same to Punjab Pollution Control Board, if applicable.
15. The stack emission and ambient air quality for lead content in particulate should not be more than 10 mg/Nm^3 & 1.5 g/m^3 respectively, if applicable.
16. The unit should carryout Stack emission and Ambient Air Quality (AAQ) monitoring for SPM, RSPM, SO₂, NO_x and monitoring reports should be submitted by the unit to the Punjab Pollution Control Board as per the consent conditions.
17. For Lead Bearing waste units, soil and ground water from within the industry premises should be analysed for lead at least once a year through a laboratory recognized under the Environment (Protection) Act, 1986 as amended and the analysis results should be submitted by the unit to Punjab Pollution Control Board.
18. The industry shall comply with the "Guidelines on implementing liabilities to environmental Damages," due to handling and disposal of hazardous waste published by CPCB.
19. The industry shall comply with the Public Liability Insurance Act, 1991 (as amended), whenever applicable.
20. The industry shall reuse its hazardous waste generated from the reprocessing to the maximum extent as possible and shall get the remaining hazardous waste disposed through Common Storage Treatment and Disposal Facility (CSTDF), Nimbua, regularly and maintain and submit records as prescribed under the HOW (M&TM), Rules, 2016 to the concerned Regional Office of the Board.
21. Application (in triplicate) for renewal of passbook shall be made well in

For Akums Lifesciences Ltd.


Auth. Signatory

advance, at least two months before expiry, as per provisions of Hazardous and other Waste (Management & Transboundary Movement) Rules, 2016 or as per the procedure set by Punjab Pollution Control Board, as amended from time to time.

- 22. The passbook may be cancelled or suspended by PPCB as per the provisions of Hazardous and other Waste (Management & Transboundary Movement) Rules, 2016, in case the re-refiner / recycler fails to comply with any of the conditions of the passbook or with any of the provisions of the Environment (Protection) Act, 1986 as amended or Rules made there under.
- 23. The industry shall comply with the above conditions as applicable to the industry w.r.t to the type of hazardous waste re-refining/ recycling and the SOPs prescribed by MoEF & CC / CPCB / PPCB for such units.
- 24. In addition to above, Punjab Pollution Control Board may stipulate format conditions, if so required in the interest of environment protection.
- 25. Additional Conditions:

Date : 28/06/2021
 Place : Ludhiana

For Akur
 Senior Environmental Engineer
 Auth. Signatory

[Signature]
 Auth. Signatory



PUNJAB POLLUTION CONTROL BOARD

Zonal Office-I, Vatavaran Bhawan, Nabha Road, Patiala

Website:- www.ppcb.gov.in

Office Dispatch No :

Registered/Speed Post

Date:

Industry Registration ID : R19SAS852430

Application No : 13731147

To,

Kiran Sharma
Office no. 17, 2nd Floor, City Court Commercial Complex, Kalka Highway, Zirakpur
Zirakpur, Mohali-140603

Subject: Fresh Authorization for operating a facility for Collection, Generation, Storage, Transportation, Reception, Treatment, Disposal, of Hazardous Wastes as per the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 .

Kiran Sharma of Surya chemicals is hereby granted an authorisation based on the enclosed signed inspection report for Collection, Generation, Storage, Transportation, Reception, Treatment, Disposal, on the premises situated at Village ranimajra, tehsil derabassi, distt. sas nagar, punjab, Derabassi, Sas nagar-140501

1. Particulars of Authorization granted to the Industry

Authorization No	HWM/Fresh/SAS/2020/13731147
Date of issue :	25/09/2020
Date of expiry :	10/05/2025
Authorization Type :	Fresh

2. Particulars of the Industry

Name & Designation of the Applicant	Udit Kumar Sharma. (Attorney)
Address of Industrial premises	Surya chemicals, Village ranimajra, tehsil derabassi, distt. sas nagar, punjab, Derabassi.Sas nagar-140501
Capital Investment of the Industry	46.68 lakhs
Category of Industry	Red
Type of Industry	1072-Common treatment and disposal facilities- TSDF
Scale of the Industry	Small
Office District	Sas nagar

For Akums Lifesciences Ltd.

Auth. Signatory

3. Particulars of Wastes

Category of Hazardous Waste as per the Schedules I,II and III of these rules	Authorised mode of disposal or recycling or utilisation or co-processing, etc	Quantity (ton/annum)
Schedule I 37.3-Concentration or evaporation residues	Generation , Collection , Storage , Disposal	1.5 T/Annum
Schedule I 33.1-Empty barrels/containers/liners contaminated with hazardous chemicals /wastes	Generation , Collection , Storage , Transportation , Reception , Treatment , Disposal	30000 Number/Annum

4. The authorisation is subject to the general and specific conditions as appended with the Authorization.

PUNJAB



25/09/2020

(Rakesh Kumar)
Environmental Engineer

For & on behalf
of

(Punjab Pollution Control Board)

Endst. No.:

Dated:

A copy of the above is forwarded to the following for information and necessary action please:

The Environmental Engineer, Punjab Pollution Control Board, Regional Office, SAS Nagar.



25/09/2020

(Rakesh Kumar)
Environmental Engineer

For & on behalf
of

For Akums Lifesciences Ltd.



Auth. Signatory



For Akums Lifesciences Ltd.

J.S. Bedu
Auth. Signatory

TERMS AND CONDITIONS

A. GENERAL CONDITIONS

1. The authorised person shall comply with the provisions of the Environment (Protection) Act, 1986, and the rules made there under.
2. The authorisation or its renewal shall be produced for inspection at the request of an officer authorised by the State Pollution Control Board.
3. The person authorised shall not rent, lend, sell, transfer or otherwise transport the hazardous and other wastes except what is permitted through this authorisation.
4. Any unauthorised change in personnel, equipment or working conditions as mentioned in the application by the person authorised shall constitute a breach of his authorisation.
5. The person authorised shall implement Emergency Response Procedure (ERP) for which this authorisation is being granted considering all site specific possible scenarios such as spillages, leakages, fire etc. and their possible impacts and also carry out mock drill in this regard at regular interval of time;
6. The person authorised shall comply with the provisions outlined in the Central Pollution Control Board guidelines on $\frac{1}{2}$ Implementing Liabilities for Environmental Damages due to Handling and Disposal of Hazardous Waste and Penalty $\frac{1}{2}$.
7. It is the duty of the authorised person to take prior permission of the State Pollution Control Board to close down the facility.
8. The imported hazardous and other wastes shall be fully insured for transit as well as for any accidental occurrence and its clean-up operation.
9. The record of consumption and fate of the imported hazardous and other wastes shall be maintained.
10. The hazardous and other waste which gets generated during recycling or reuse or recovery or pre-processing or utilisation of imported hazardous or other wastes shall be treated and disposed of as per specific conditions of authorisation.
11. The importer or exporter shall bear the cost of import or export and mitigation of damages if any.
12. An application for the renewal of an authorisation shall be made as laid down under these Rules.
13. Any other conditions for compliance as per the Guidelines issued by the Ministry of Environment, Forest and Climate Change or Central Pollution Control Board from time to time.
14. Annual return shall be filed by June 30th for the period ensuring 31st March of the year.

B. SPECIFIC CONDITIONS

- 1) The industry shall maintain record of generation of hazardous waste in form -3 on regular basis.
- 2) The industry shall not store hazardous waste in the premises for more than 06 months.
- 3) The industry shall record all receipt of hazardous waste to be used as raw material / for re-processing in the passbook issued.
- 4) The industry shall comply with all the SOPs/ guidelines prescribed by the CPCB for re-processing of hazardous waste.
- 5) This authorization for category no. 37.3 is valid for generation, collection, storage and disposal (Through TSDF). Whereas, the authorization for category no. 33.1 is valid for collection, treatment, storage and re-processing.



25/09/2020

For Akums Lifesciences Ltd.


 Auth. Signatory

(Rakesh Kumar)
Environmental Engineer

For & on behalf

of

(Punjab Pollution Control Board)



For Akums Lifesciences Ltd.

A handwritten signature in blue ink, appearing to read "J. S. Kumar", is written over the typed name of the signatory.

Authorized Signatory

TOC		VOC		Parameter 3	
18.574	mg/litres	0.5	mg/litres	NaN	NaN
Parameter 4	Parameter 5	Parameter 6	Parameter 7	Parameter 8	Parameter 9
NaN	NaN	NaN	NaN	NaN	NaN
Parameter 10	Parameter 11	Parameter 12	Parameter 13	Parameter 14	Parameter 15
NaN	NaN	NaN	NaN	NaN	NaN

Time	TOC	VOC
1	20.199	18.574
2	20.209	18.574
3	20.219	18.574
4	20.229	18.574
5	20.239	18.574
6	20.249	18.574
7	20.259	18.574
8	20.269	18.574
9	20.279	18.574
10	20.289	18.574
11	20.299	18.574
12	20.309	18.574



For Akums Lifesciences Ltd.

J. S. Seon
Auth. Signatory

Hazardous Waste Room



For Akums Lifesciences Ltd.

Auth. Signatory



ਪੰਜਾਬ ਪ੍ਰਦੂਸ਼ਣ ਰੋਕਥਾਮ ਬੋਰਡ

ਗੇਅਲ ਟਾਵਰ-1, ਖਾਤਾਵਰਤ ਫਰਨ, ਨਾਬਾ ਰੋਡ, ਪਟਿਆਲਾ-147001



LIFE
Lifestyle for
Environment

Phone no. 0175-2301182

e-mail : ppcbtee_xp1@yahoo.com

ਨੰਬਰ _____

ਮਿਤੀ _____

REGISTERED

To

1. The Chief Engineer (Distribution - South),
Punjab State Power Corporation Ltd.,
Patiala
2. The Deputy Chief Engineer (Operation),
Punjab State Power Corporation Ltd.
SAS Nagar

Subject: Directions u/s 33-A of the Water (Prevention & Control of Pollution) Act, 1974 and u/s 31-A of the Air (Prevention and Control of Pollution) Act, 1981 - M/s. Akum Lifesciences Ltd., (Erstwhile Parabolic Drugs Ltd.), Vill. Sundran, Mubarakpur, Tehsil Dera Bassi, Distt. SAS Nagar

Reference: Board's letter endst. no. 3542-43 dated 17/5/2023 and 8860-63 dated 20/11/2023

The Competent Authority of the Board has considered the matter and it has been decided to restore the supply of electricity to the subject cited industry temporarily for three months i.e. upto 29/2/2024 with the following directions u/s 33-A of the Water (Prevention & Control of Pollution) Act, 1974 and u/s 31-A of the Air (Prevention and Control of Pollution) Act, 1981:

"That the authorities concerned shall restore the supply of electricity to subject cited industry for three months i.e. upto 29/2/2024, with immediate effect."

It is, therefore, requested to comply with the above said directions concerning to the above industry.

This issue with the approval of Chairman of the Board.

Sd
Sr. Environmental Engineer
for & on behalf of the
Punjab Pollution Control Board

Endst. no. _____

Dated _____

A copy of the above is forwarded to the Environmental Engineer, Punjab Pollution Control Board, Regional Office, SAS Nagar for information and compliance. He is requested to visit the industry every 15-days and submit the progress made by the industry to achieve the compliance of the directions issued and shall also process the applications for consent to operate applied by the industry immediately.

Sd
Sr. Environmental Engineer
for & on behalf of the
Punjab Pollution Control Board

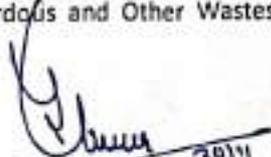
Endst. no. 9135

Dated 30/1/2023

A copy of the above is forwarded to M/s Akum Lifesciences Ltd., (Erstwhile Parabolic Drugs Ltd.), Vill. Sundran, Mubarakpur, Tehsil Dera Bassi, Distt. SAS Nagar for information compliance of the following conditions:

- 1) The industry shall install APCD in addition to the cyclone already installed with the boiler within 3-months.

- 2) The industry shall install STP for the treatment of domestic wastewater within 3-months.
- 3) The industry shall install ATFD with the ETP system within 3-months.
- 4) The industry shall carryout the Environmental Audit Study Report for the area inside and outside the industry and shall include groundwater study, ambient air quality monitoring, Solvent Recovery Plant audit, ETP audit which should include the adequacy of Zero Liquid Discharge (ZLD) based technology ETP from a Technical Institute of good repute and submit the report within 3- months.
- 5) The industry shall submit a material balance statement for all the products being manufactured within 3-months.
- 6) The industry shall submit a Water balance statement for all the products being manufactured within 3-months.
- 7) The industry shall immediately apply for consent to operate of the Board as required under the Water (Prevention and Control of Pollution) Act, 1974 and the Air (Prevention and Control of Pollution) Act, 1981 and authorization as required under the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016.


Sr. Environmental Engineer
for & on behalf of the
Punjab Pollution Control Board



PUNJAB POLLUTION CONTROL BOARD

Zonal Office-1, Vatavaran Bhawan, Nabha Road, Patiala

Website:- www.ppcb.gov.in



Office Dispatch No :

Registered/Speed Post

Date:

Industry Registration ID: R12SAS21124

Application No : 24319427

To,
Lakshmipatti Sriram
Village Sundran, Derabassi
Derabassi, Mohali-140507

Subject: **Renewal of Consent to Operate under section 21 of the Air (Prevention & Control of Pollution) Act, 1981.**

1. Particulars of Consent to Operate under Air Act, 1981 granted to the industry

Consent to Operate Certificate No.	CTOA/Renewal/SAS/2023/24319427
Date of issue :	20/12/2023
Date of expiry :	29/02/2024
Certificate Type :	Renewal
Previous CTO No. & Validity :	CTOA/Fresh/SAS/2022/19894899 From:18/11/2022 To:31/03/2023

2. Particulars of the Industry

Name & Designation of the Applicant	Lakshmipatti Sriram, (Vp-operation)
Address of Industrial premises	Akums Life Sciences Ltd. (erstwhile Parabolic Drugs Ltd), Village: Sundran, Mubarakpur, Derabassi, Sas Nagar-140507
Capital Investment of the Industry	24175.0 lakhs
Category of Industry	Red
Type of Industry	Drugs and Pharmaceuticals
Scale of the Industry	Large
Office District	Sas Nagar

"This is computer generated document from OCMMS by PPCB"

Akums Life Sciences Ltd. (erstwhile Parabolic Drugs Ltd), Village: Sundran, Mubarakpur, Derabassi, Sas Nagar, 140507

The validity of consent to operate granted to the industry vide no. CTOA/Fresh/SAS/2022/19894899 dated 18/11/2022, valid upto 31/03/2023 under the Air (Prevention & Control of Pollution) Act, 1981, is hereby renewed upto 29/02/2024, with the same conditions as mentioned therein and special conditions that: -

1. The industry shall install additional APCD in addition to the cyclone already installed with the boiler within 3 months.
2. The industry shall install STP for the treatment of domestic waste water within 3 months.
3. The industry shall install new ATFD at the site, within 3 months.
4. The industry shall carryout the Environmental Audit Study Report for the area inside the industry and outside the industry and shall include ground water study, ambient air quality monitoring, Solvent Recovery Plant audit, ETP audit which should include the adequacy of Zero liquid discharge based technology ETP from a Technical Institute of good repute and submit the report within 3 months.
5. The industry shall submit a material balance statement for all the product being manufactured within 3 months.
6. The industry shall submit a Water balance statement for all the product being manufactured within 3 months.
7. The industry shall get the components of old ETP removed from the site, within 02 months.
8. The industry shall obtain permission from PWRDA for abstraction of ground water and shall comply with the guidelines issued by PWRDA from time to time.
9. The industry shall not discharge any effluent at any unauthorized place by any unauthorized means i.e. shall not discharge any wastewater in any drain / inland surface waters / drain/choe/nallah/ onto land for stagnation or outside its premises, at any time, under any circumstances.
10. The industry shall ensure that the activities of unit does not create any nuisance in the surrounding areas and no public complaints are received
11. The industry shall apply for obtaining authorization under the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016, within 15 days.
12. The Consent is being issued to the industry based upon the documents/ information submitted by it along with the online application form. The Board would be at liberty to take penal action against the industry and its responsible/ concerned person(s) in case information/document is detected as incorrect/false/misleading at any point of time.
13. In case the industry fails to comply with the provisions of the Water (Prevention & Control of Pollution) Act, 1974, Air (Prevention & Control of Pollution) Act, 1981, Environment (Protection) Act, 1986 and/or any other environmental law applicable to the project and Rules, Circulars & Directions issued by the Board from time to time, action as deemed fit shall be taken against the industry.

All other contents shall remain unchanged. This letter shall remain appended with the consent vide no. CTOA/Fresh/SAS/2022/19894899 dated 18/11/2022, issued to the industry under the Air (Prevention & Control of Pollution) Act, 1981.



20/12/2023

(Navtesh Singla)
Environmental Engineer

For & on behalf

of

(Punjab Pollution Control Board)

Endst. No.:

Dated:

A copy of the above is forwarded to the following for information and necessary action please:

Environmental Engineer, Punjab Pollution Control Board, Regional Office, SAS Nagar

(Navtesh Singla)
Environmental Engineer

For & on behalf

of

(Punjab Pollution Control Board)



"This is computer generated document from OCMMS by PPCB"

Akums Life Sciences Ltd. (erstwhile Parabolic Drugs Ltd), Village: Sundran, Mubarakpur, Derabassi, Sas Nagar, 140507

Page3



PUNJAB POLLUTION CONTROL BOARD

Zonal Office-1, Vatavaran Bhawan, Nabha Road, Patiala

Website:- www.ppcb.gov.in



Office Dispatch No :

Registered/Speed Post

Date:

Industry Registration ID: R12SAS21124

Application No : 24319425

To,
Himanshu Saxena
 Village Sundran, Derabassi
 Derabassi, Mohali-140507

Subject: **Renewal of Consent to Operate under section 25 of the Water (Prevention & Control of Pollution) Act, 1974.**

1. Particulars of Consent to Operate under Water Act, 1974 granted to the industry

Consent to Operate Certificate No.	CTOW/Renewal/SAS/2023/24319425
Date of issue :	20/12/2023
Date of expiry :	29/02/2024
Certificate Type :	Renewal
Previous CTO No. & Validity :	CTOW/Renewal/SAS/2023/24319425 From:18/11/2022 To:31/03/2023

2. Particulars of the Industry

Name & Designation of the Applicant	Lakshmi patti Sriram, (Vp-operation)
Address of Industrial premises	Akums Life Sciences Ltd. (erstwhile Parabolic Drugs Ltd), Village: Sundran, Mubarakpur, Derabassi, Sas Nagar-140507
Capital Investment of the Industry	24175.0 lakhs
Category of Industry	Red
Type of Industry	Drugs and Pharmaceuticals
Scale of the Industry	Large
Office District	Sas Nagar

"This is computer generated document from OCMMS by PPCB"

Akums Life Sciences Ltd. (erstwhile Parabolic Drugs Ltd), Village: Sundran, Mubarakpur, Derabassi, Sas Nagar, 140507

This is with reference to the request made by the industry for obtaining renewal of consent granted by the Board under the Water (Prevention & Control of Pollution) Act, 1974.

The validity of consent to operate granted to the industry vide no. CTOW / Fresh / SAS / 2022 / 19895187 dated 18/11/2022, valid upto 31/03/2023 under the Water (Prevention & Control of Pollution) Act, 1974, is hereby renewed upto 29/02/2024, with the same conditions as mentioned therein and special conditions that: -

1. The industry shall install additional APCD in addition to the cyclone already installed with the boiler within 3 months.
2. The industry shall install STP for the treatment of domestic waste water within 3 months.
3. The industry shall install new ATFD at the site, within 3 months.
4. The industry shall carryout the Environmental Audit Study Report for the area inside the industry and outside the industry and shall include ground water study, ambient air quality monitoring, Solvent Recovery Plant audit, ETP audit which should include the adequacy of Zero liquid discharge based technology ETP from a Technical Institute of good repute and submit the report within 3 months.
5. The industry shall submit a material balance statement for all the product being manufactured within 3 months.
6. The industry shall submit a Water balance statement for all the product being manufactured within 3 months.
7. The industry shall get the components of old ETP removed from the site, within 02 months.
8. The industry shall obtain permission from PWRDA for abstraction of ground water and shall comply with the guidelines issued by PWRDA from time to time.
9. The industry shall not discharge any effluent at any unauthorized place by any unauthorized means i.e. shall not discharge any wastewater in any drain / inland surface waters / drain/choe/nallah/ onto land for stagnation or outside its premises, at any time, under any circumstances.
10. The industry shall ensure that the activities of unit does not create any nuisance in the surrounding areas and no public complaints are received
11. The industry shall apply for obtaining authorization under the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016, within 15 days.
12. The Consent is being issued to the industry based upon the documents/ information submitted by it along with the online application form. The Board would be at liberty to take penal action against the industry and its responsible/ concerned person(s) in case information/document is detected as incorrect/false/misleading at any point of time.
13. In case the industry fails to comply with the provisions of the Water (Prevention & Control of Pollution) Act, 1974, Air (Prevention & Control of Pollution) Act, 1981, Environment (Protection) Act, 1986 and/or any other environmental law applicable to the project and Rules, Circulars & Directions issued by the Board from time to time, action as deemed fit shall be taken against the industry. All other contents shall remain unchanged.

This letter shall remain appended with the consent vide no. CTOW / Fresh / SAS / 2022 / 19895187 dated 18/11/2022 issued to the industry under the Water (Prevention & Control of Pollution) Act, 1974.



20/12/2023

(Navtesh Singla)
Environmental Engineer

For & on behalf

of

(Punjab Pollution Control Board)

Endst. No.:

Dated:

A copy of the above is forwarded to the following for information and necessary action please:

Environmental Engineer, Punjab Pollution Control Board, Regional Office, SAS Nagar.

20/12/2023

"This is computer generated document from OCMMS by PPCB"

Akums Life Sciences Ltd. (erstwhile Parabolic Drugs Ltd), Village: Sundran, Mubarakpur, Derabassi, Sas Nagar, 140507

(Navtesh Singla)
Environmental Engineer

For & on behalf

of

(Punjab Pollution Control Board)



"This is computer generated document from OCMMS by PPCB"

Akums Life Sciences Ltd. (erstwhile Parabolic Drugs Ltd), Village: Sundran, Mubarakpur, Derabassi, Sas Nagar, 140507


PUNJAB POLLUTION CONTROL BOARD

Zonal Office-1, Vatavaran Bhawan, Nabha Road, Patiala – 147001

Website:- www.ppcb.gov.in


LIFE
 Lifestyle for
 Environment

Office Dispatch No :

Registered/Speed Post

Date:

Industry Registration ID : R12SAS21124

Application No : 24319429

To,

 Himanshu Saxena
 Village Sundran, Derabassi
 Derabassi, Mohali-140507

Subject: Renewal of Authorization for operating a facility for Generation, Storage, Transportation, Recovery, Treatment, Disposal, Incineration, of Hazardous Wastes as per the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 .

1. Particulars of Authorization granted to the Industry

Authorization No	HWM/renew/SAS/2024/24319429
Previous Authorization No	HWM/Auth/PBIP/SAS/2023/2306878133
Date of issue :	02/01/2024
Date of expiry :	29/02/2024
Previous Authorization Date of Issue :	14/08/2023
Previous Authorization Date of Expiry :	16/10/2023
Authorization Type :	renew

2. Particulars of the Industry

Name & Designation of the Applicant	Lakshmipatti Sriram, (VP-Operation)
Address of Industrial premises	Akums life sciences ltd. (erstwhile parabolic drugs ltd), Village: sundran, mubarakpur, Derabassi, Sas nagar-140507
Capital Investment of the Industry	24175.0 lakhs
Category of Industry	Red
Type of Industry	Drugs and Pharmaceuticals
Scale of the Industry	Large
Office District	Sas nagar

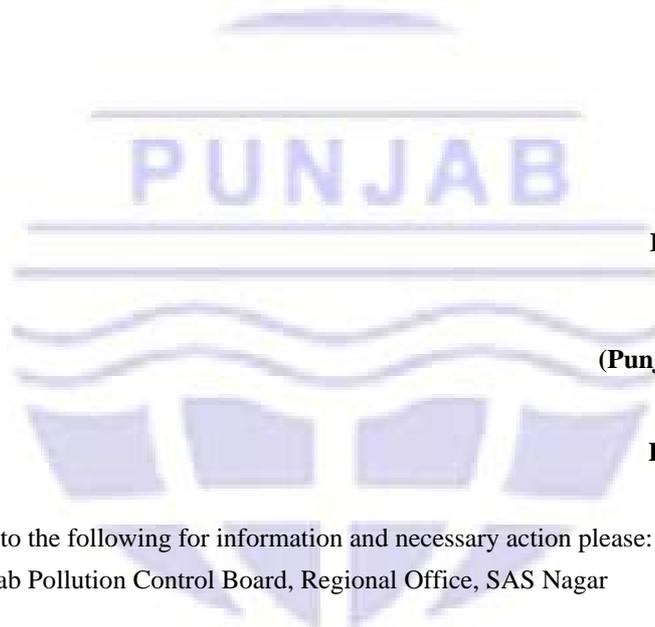
"This is computer generated document from OCMMS by PPCB"

Akums life sciences ltd. (erstwhile parabolic drugs ltd), Village: sundran, mubarakpur, Derabassi, Sas nagar, 140507

3. Terms and Conditions

All the term and conditions same as mentioned in the original authorization no. HWM/Auth/PBIP/SAS/2023/2306878133 dated 14/8/2023 (valid upto 16/10/2023), is hereby extended upto 29/2/2024. This extension letter may be appended with the original authorization letter issued to the industry and subsequent extension letter with the following additional conditions that:

- 1) The industry shall comply with the provisions of the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016, at all times.
- 2) The industry shall not generate any other category of hazardous waste in its premise, except the hazardous wastes mentioned in this authorization.
- 3) The industry shall keep proper record of incineration of hazardous waste of different categories, at all times.
- 4) The industry shall submit record of manifests of lifting of hazardous waste in form 10, as per the provisions of the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016.
- 5) The industry shall not dispose any of the hazardous waste through any un-authorized/ legal mode, at any point of time.



02/01/2024

(Rajeev Gupta)
Environmental Engineer

For & on behalf

of

(Punjab Pollution Control Board)

Endst. No.:

Dated:

A copy of the above is forwarded to the following for information and necessary action please:

- 1) Environmental Engineer, Punjab Pollution Control Board, Regional Office, SAS Nagar

02/01/2024

(Rajeev Gupta)
Environmental Engineer

For & on behalf

of

(Punjab Pollution Control Board)