

**BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI**

ORIGINAL APPLICATION NO. 121 OF 2025

IN THE MATTER OF:

Rakesh Bansal

...Applicant

Versus

State of Uttar Pradesh & Ors

...Respondents

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FILED BY:



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Date: 19.08.2025

Place: New Delhi

**BEFORE THE NATIONAL GREEN TRIBUNAL
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ORIGINAL APPLICATION NO. 121 OF 2025

IN THE MATTER OF:

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REPLY ON BEHALF OF THE RESPONDENTS NO. 6 AND 7 IN

COMPLIANCE OF ORDER DATED 27.03.2025

MOST RESPECTFULLY SHOWETH:

1. That the present Reply is being filed on behalf of the Respondents No. 6 and 7 in response to the Original Application filed by the Applicant and in compliance of the Order dated 27.03.2025.
2. That at the very outset it is stated that the Respondents No. 6 and 7 are law abiding and peace-loving citizens and have the utmost regard and respect to the law of the land. The answering Respondents have not committed any of the violations intentionally and the same is a *bona fide* error for which the answering Respondents are willing to take remedial steps.

PRELIMINARY SUBMISSIONS:

3. It is submitted that the Original Application No.121 of 2025 came to be filed by Mr. Rakesh Bansal against the Respondents alleging illegal operation of brick kilns after the expiry of valid Consent to Operate issued by the Respondent

No. 2. It is necessary to mention that the Respondent No. 4 – District Magistrate, Bulandsahar, has filed an affidavit dated 28.07.2025 disclosing that the brick kiln in question has been closed on 19.06.2025 pursuant to a Closure Order dated 06.06.2025 issued by a committee constituted by the Respondent No.2 and further a penalty to the tune of Rs. 6,25,000/- (Rupees Six Lakhs Twenty-Five Thousand Only) has been imposed on the answering Respondents for violation of 100 days spanning from 19.02.2025 to 29.05.2025.

4. In this regard it is submitted that the answering Respondents have already remitted and paid a sum of Rs.2,00,000/- (Rupees Two Lakhs Only) cumulatively on 22.07.2025 and 23.07.2025 towards the penalty imposed and made further payments of Rs.2,15,000/- (Rupees Two Lakhs Fifteen Thousand Only) on 18.08.2025 towards the same. The answering Respondents undertake to pay the remaining penal amount of Rs.2,10,000/- (Rupees Two Lakhs Ten Thousand Only) in a span of three (03) days from the signing of the present Reply. Copy of proof of payment made to the Respondent No.2 of the penalty is being annexed herewith as **Annexure R-1**.

5. Further, the answering Respondents have taken requisite steps to obtain a fresh Consent to Operate (“CTO”) from the Respondent No.2 and have deposited the requisite fees for the same and undertake that no operations will take place till such CTO is granted by the Respondent No.2. It is imperative to mention that the earlier application of the answering Respondents came to be rejected on account of the penalty imposed, wherein upon enquiry with the officers of the

Respondent No.2, the answering Respondents were informed that only after payment of penalty shall new applications be considered. A copy of the application and rejection order is being annexed herewith as **Annexure R-2**. A copy of the fresh application for issuance of CTO is being annexed herewith as **Annexure R-3**.

6. It is most humbly submitted that this Hon'ble Tribunal *vide* Order dated 30.07.2025 had directed for seizure and storage of the bricks produced in the period wherein the CTO had expired for the purposes of securing the sum of Rs.6,25,000/- (Rupees Six Lakhs Twenty-Five Thousand Only). However, in view of the fact that the answering Respondents are willing and ready to pay the entire penalty imposed, such seizure and storage be not mandated. It is most humbly submitted that the intent and object of seizing the bricks is to ensure recovery of the environmental compensation which has been computed by the Respondent No.2, and in the present case, the answering Respondents have made part payment and are willing to make complete payment of the penalty imposed and as such there is no threat of any evasion. The seizure of the bricks prejudicially affects the answering Respondents as there are dues and salaries payable to the employees and labourers working for the firm and if the answering Respondents are not permitted to sell the bricks and generate revenue the same shall go on to affect the employees and labourers as well. Needless to mention, the entire business operations have been presently halted and no revenue is being generated and as such it is necessitated for the answering Respondents to sell the bricks in order to clear dues towards labour and employee salaries and charges.

7. It is further submitted that in view of the expiry of the CTO, the answering Respondents had applied for fresh issuance of CTO, however the same came to be rejected by the Respondent No.2 *vide* its Order dated 11.08.2025. The reasons cited for the rejection is the passing of the Closure Order dated 06.06.2025 and the pendency of the present proceedings before this Hon'ble Tribunal. It is stated that the answering Respondents are willing and undertake to pay the penalty imposed and only commence operations upon grant of fresh CTO and as such the present proceedings can be disposed off on the said grounds. However, pendency of the present proceedings, more so when appropriate action has been taken, shall prejudice the answering Respondents as they will not be able to procure fresh CTO and commence operations which in turn affects the lives of the employees working at the brick kiln. The same leads to grave prejudice and irreparable injury to all stakeholders in operations of the business.

PRELIMINARY OBJECTIONS:

8. That the Applicant has not come to this Hon'ble Tribunal with clean hands and has concealed and suppressed material facts with a view to mislead this Hon'ble Tribunal. The Applicant as such is guilty of *suppressio veri* and *suggestio falsi*. The Applicant has concealed the fact that the Applicant and the Respondents No. 6 and 7 are partners of a firm under the name and style of M/s R.S. Brick Field and that the Applicant himself is a majority stakeholder with 50% stake in the partnership firm. The brick kiln in question is of M/s R.S. Brick Field and the Applicant along with answering Respondents are the partners of the said firm. A

copy of the Partnership Deed dated 08.02.2023 is being annexed herewith as **Annexure R-4.**

9. It appears that the Applicant, with a view to settle his personal vendetta against the answering Respondents has preferred the present application, owing to certain disputes which have arisen between the parties. Evidently, despite being a partner and direct beneficiary of the operations of the brick kiln, the same fact has been concealed intentionally to mislead this Hon'ble Tribunal. It is most humbly submitted that appropriate action be taken against the Applicant for suppression of such facts and misleading this Hon'ble Tribunal. In fact, the Applicant has instituted a suit against the answering Respondents which is pending adjudication and pertains to the disputes which have arisen between the parties, however has concealed the same before this Hon'ble Tribunal solely to portray himself as a concerned citizen.

10. Further, the Applicant had instituted Suit No. 749 of 2023 seeking injunction, wherein he has filed the suit along with the Respondent No.6 herein, thereby establishing the fact that the Applicant and the Respondent No.6 and 7 are partners of the same firm and the present application has been preferred merely as a tool for harassment and arm-twisting. Be that as it may, the answering Respondents reiterate and emphasize that there is no intention on their part to violate any laws and are willing to abide by the directions of this Hon'ble Tribunal. A copy of plaint in Suit No.749 of 2025 is being annexed herewith as **Annexure R-5.**

11. In view of the above-stated it is most humbly submitted that the Applicant herein is misusing the law and this Hon'ble Tribunal to settle his personal scores with the answering Respondents, and strict action must be taken against the Applicant for such concealment and concoction of facts done with the intent to mislead this Hon'ble Court.

PARAWISE REPLY

12. That the answering Respondents herein most humbly submit to the jurisdiction of this Hon'ble Tribunal and are willing to pay the penalty imposed and abide by the conditions imposed by the Closure Order dated 06.06.2025, and state that operations shall commence only after obtaining fresh CTO from the Respondent No.2. As such, the answering Respondents are making paragraph wise reply to only the false allegations levelled against them by the Applicant:

12.1. The contents of paragraphs 1-3 merits no response.

12.2. The contents of paragraph 4 – substantial questions relating to environment merits no response.

12.3. The contents of paragraph 5 merits no response. However, it is imperative to mention that the Applicant has no *locus standi* to file the present application as he himself is a partner in the business being M/s R.S. Brick Field which is operating the brick kiln in question. The Applicant has concealed material fact that he himself is a partner of the firm and beneficiary of the business conducted so far and has resorted to the present proceedings only with a view of the pressurize the answering

Respondents in view of independent disputes that have arisen between the parties. As such, the Applicant is equally responsible and liable for the alleged environmental damage.

- 12.4. The contents of paragraph 6 (i) merits no response.
- 12.5. The contents of paragraph 6 (ii) are denied in *toto* as wrong and incorrect. It is denied that upon expiry of the Consent Orders on 31.07.2024 the Applicant ceased operations as per the legal mandate. It is denied that the kiln has been unlawfully usurped by the answering Respondents or that is now being run without any valid environmental clearances, resulting in gross violations of environmental laws.
- 12.6. The contents of paragraph 6(iii) merits no response as the same pertains to history of CTOs issued to the firm, however it is vehemently denied that the same is currently being run by unauthorized individuals without valid environmental consents.
- 12.7. The contents of paragraph 6(iv) are denied for want of knowledge.
- 12.8. The contents of paragraph 6(v) are admitted to the extent of that which is matter of record and rest are denied as wrong and incorrect.
- 12.9. The contents of paragraph 6(vi) are denied in *toto* as wrong and incorrect.
- 12.10. The contents of paragraph 6(vii) are denied as wrong and incorrect. It is denied that the brick kiln is being operated in flagrant violation of

environmental laws or that its continued illegal operation poses serious risks. It is submitted that presently the kiln is closed and sealed by the Respondent No.2 and the answering Respondents have ceased all operations and undertake to pay the penalty imposed and commence operations only after obtaining fresh CTO.

12.11. The contents of paragraph 6(viii) are denied in *toto* as wrong and incorrect.

12.12. The contents of paragraph 6(ix) are denied in *toto* as wrong and incorrect.

It is denied that the Respondents have brazenly continued their illegal activities despite clear legal prohibitions or that any alleged local influence has hindered the applicant's ability to reclaim possession of the brick kiln or seek redressal through administrative channels. The answering Respondents are not responding to the legal contentions raised; however, it is imperative to mention that this very paragraph discloses the true intent of the Applicant, who is using the present proceedings for arm-twisting and pressurizing the answering Respondents in relation to the separate independent disputes which have arisen between them. It is submitted that in terms of the Partnership Deed dated 08.02.2023 the Applicant is a partner with 50% stake in the firm, and as such he was very well aware of the operations of the firm and has resorted to the present proceedings to make undue gains in his personal disputes in relation to the firm.

12.13. The contents of paragraph 6(x) merits no response being legal in nature.

12.14. The contents of paragraph 7 merits no response.

12.15. The contents of paragraph 8 merits no response, however it is denied that the balance of convenience is in favour of the Applicant. It is submitted that the grave concealments by the Applicant must be considered and strict actions must be taken against the Applicant.

PARAWISE REPLY TO GROUNDS

13. The contents of paragraphs A to B merits no response being legal in nature.

14. The contents of paragraph C are denied as wrong and incorrect. It is denied that the illegal and unauthorized operation of the brick kiln is causing severe air pollution.

15. The contents of paragraph D merits no response being legal in nature.

16. The contents of paragraphs E and F are denied in *toto* as wrong and incorrect. It is denied that the answering Respondents are illegal operators of the brick kiln or that they are operating the same without any legal right or authorization. It is submitted that the answering Respondents along with the Applicant are partners of the firm namely M/s R.S. Brick Field which is operating the kiln in question.

17. The contents of paragraph H are denied in *toto* as wrong and incorrect. It is denied that there is continued emissions from the kiln.

18. The contents of paragraphs I to N merit no response being legal in nature and repetition of submissions made.

19. The contents of paragraph for limitation merits no response.

20. The prayer clause is controverted as nothing remains to be adjudicated in view of the fact that the penalty has been imposed and the kiln has been shut down and the answering Respondents are willing to pay the penalty and abide by the directions of this Hon'ble Tribunal.

PRAYER

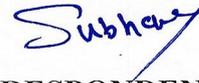
It is therefore most humbly prayed that this Hon'ble Tribunal may most graciously be pleased to:

- i. Pass an order recording the compliance of the Closure Order dated 06.06.2025 issued by the Respondent No.2 and dispose off the present case in terms thereof; and
- ii. Pass an order directing the Respondent No.2 and 4 to remove the seal over the brick kiln and release the seized bricks and products in view of the fact that entire Environmental Compensation stands satisfied; and
- iii. Pass an order directing the Respondent No.2 to consider the application of the answering Respondents for issuance of Consent to Operate and dispose the same expeditiously; and/or

Any other relief(s) as deemed fit and necessary in view of the facts and circumstances of the case and in the interest of justice.



RESPONDENT NO.6



RESPONDENT NO.7

THROUGH



**SUSHIL KUMAR |
HARIKESH ANIRUDHAN
KUMAR LEGAL RESEARCH LLP
Advocates for Respondents No. 6 & 7
Block K-31, Kailash Colony
Greater Kailash,
New Delhi – 110 048
Email: sushikbk81@gmail.com
Mobile No: 7977490252**

Date: 19.08.2025

Place: New Delhi

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IN THE MATTER OF:

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...APPLICANT

VERSUS

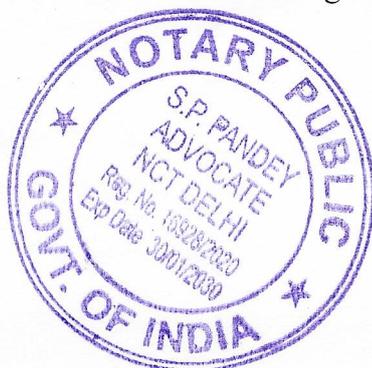
STATE OF UTTAR PRADESH & ORS

....RESPONDENT(S)

AFFIDAVIT

I, Rajendra Prasad, S/o Kedar Sharma, R/o Village- Dayanatpur Khara, Pargana Jewar, Tehsil and District- Gautam Budh Nagar being the Respondent in the present Application, do hereby solemnly affirm and declare as under:

1. I am the Respondent in the present matter and am fully conversant with the facts and circumstances of the present case and competent to affirm this affidavit.
2. That the accompanying Reply has been prepared by my counsel under my instruction and the contents of the same have been read over by me and understood to be correct.
3. That the contents of the Reply are true and correct to the best of my knowledge and belief and also based on the legal advice received from my counsel. No part of it is false and nothing material has been concealed there from.



4. That the annexures filed along with the Reply are true copies of their respective originals.

Ramesh

DEPONENT

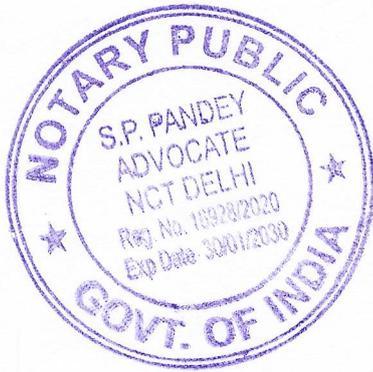
Member
I identify the document who
has signed in my presence

VERIFICATION

Verified at New Delhi on this 19 day of August 2025, that the contents of the aforesaid affidavit are true and correct to the best of my knowledge and nothing material has been concealed therefrom.

Ramesh

DEPONENT



ATTESTED

[Signature]
NOTARY PUBLIC
DELHI (INDIA)

19 AUG 2025

BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
ORIGINAL APPLICATION NO. 121/2025

IN THE MATTER OF:

RAKESH BANSAL

...APPLICANT

VERSUS

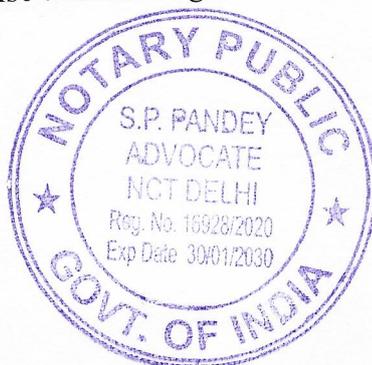
STATE OF UTTAR PRADESH & ORS

....RESPONDENT(S)

AFFIDAVIT

I, Subhashchand Sharma, S/o Kanhaiyalal Sharma, R/o Village- Dayanatpur Khara, Pargana Jewar, Tehsiland District Gautam Buddha Nagar, being the Respondent in the present Application, do hereby solemnly affirm and declare as under:

1. I am the Respondent in the present matter and am fully conversant with the facts and circumstances of the present case and competent to affirm this affidavit.
2. That the accompanying Reply has been prepared by my counsel under my instruction and the contents of the same have been read over by me and understood to be correct.
3. That the contents of the Reply are true and correct to the best of my knowledge and belief and also based on the legal advice received from my counsel. No part of it is false and nothing material has been concealed there from.



4. That the annexures filed along with the Reply are true copies of their respective originals.

Subhas
DEPONENT

Subhas
I Identify the Deponent who has signed in presence

VERIFICATION

Verified at New Delhi on this 19 day of August 2025, that the contents of the aforesaid affidavit are true and correct to the best of my knowledge and nothing material has been concealed therefrom.

Subhas
DEPONENT



ATTESTED

[Signature]
NOTARY PUBLIC
DELHI (INDIA)
19 AUG 2025



Annexure R-1

उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड

UTTAR PRADESH POLLUTION CONTROL BOARD



Online Environmental Compensation Payment Portal

name

RPS BRICK FIELD OLDNAME RS INT UDHYOG

mobile

7983281418

email

shubhamsharma.sharma350@gmail.com

industry_address

Vill dulehra, Tehsil Sikandrabad Distt Bulandshahar

nature_of_pollution

Air Pollution

regional_offices

Bulandshahar

district

Bulandshahar

EC_imposed_by_compliance

UPPCB Order

amount_EC_Imposed

625000

amount_EC_Imposed_word

Six Lakh Twenty Five Thousand Rupees Only.

amount

100000

amount_word

One Lakh Rupees Only.

txnId

eshf_68a2c4dc7ff1016771755497692

TransactionNumber

250818240512541

Payment Date

18-08-2025

paymentMode

UP

Status

Success

Note :- Computer Generate Receipt & No Signature Required.

Powered by





उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड

UTTAR PRADESH POLLUTION CONTROL BOARD



Online Environmental Compensation Payment Portal

name
RPS BRICK FIELD OLDNAME RS INT UDHYOG

mobile
7983281418

email
shubhamsharma.sharma350@gmail.com

industry_address
Vill dulehra, Tehsil Sikandrabad Distt Bulandshahar

nature_of_pollution
Air Pollution

regional_offices
Bulandshahar

district
Bulandshahar

EC_imposed_by_compliance
UPPCB Order

amount_EC_Imposed
625000

amount_EC_Imposed_word
Six Lakh Twenty Five Thousand Rupees Only.

amount
25000

amount_word
Twenty Five Thousand Rupees Only.

txnId
eshf_68a2c9153d97616771755498773

TransactionNumber
250818240515993

Payment Date
18-08-2025

paymentMode
UP

Status
Success

Note :- Computer Generate Receipt & No Signature Required.



Transaction Successful
10:53 am on 22 Jul 2025

Paid to



UTTARP

₹1,00,000

UTTAR381032@icici



Transfer Details



Transaction ID

T2507221053031510578588

Debited from



XXXXXX8260

₹1,00,000

UTR: 292256500795

Powered by





Transaction Successful
11:21 am on 23 Jul 2025

Paid to



UTTARP

UTTAR381032@icici

₹1,00,000



Transfer Details



Transaction ID

T2507231121023691722304

Debited from



XXXXXX8260

₹1,00,000

UTR: 833577080883

Powered by





Paid Successfully

₹90,000 

Rupees Ninety Thousand Only

To: Uttarp

UPI ID: uttar381032@icici



**From: Subhash Chand
Sharma**

Indusind Bank - 1543



UPI Ref No: 523061098870

12:07 PM, 18 Aug 2025



UTTAR PRADESH POLLUTION CONTROL BOARD

Building.No. TC-12V Vibhuti Khand, Gomti Nagar, Lucknow-226 010
Telephone: +91-522-2720831, 2720681, 2720691 (Fax): +91-522-2720764

Category : ORANGE

Application Id : 32867639

**Ref No. -
245410/UPPCB/Bulandshahar(UPPCBRO)/CTO/both/BULAND
SHAHAR/2025**

Dated : 11/08/2025

To ,

M/S RAJENDRA PRASAD SHARMA

RPS BRICK FIELD

GATA NO-520, 516, VILL DULEHRA, TEHSIL SIKANDRABAD DISTT ,BULAND

SHAHAR,

BULAND SHAHAR

Sub : Consolidated Consent to Operate and/or Authorisation hereinafter referred to as the CCA (Consolidated Consent & authorization) Application under section 25/26 of Water (Prevention & Control of Pollution) Act, 1974 as amended, under section 21/22 of Air (Prevention & Control of Pollution) Act, 1981 as amended and Authorization under the provisions of Hazardous and Other Wastes (Management and Transboundary Movement) Rules , 2016.

Kindly refer to your Consolidated Consent to Operate and/or Authorisation hereinafter referred to as the CCA (Consolidated Consent & authorization) application dated 17/07/2025 and received on 17/07/2025 under section 25/26 of Water (Prevention & Control of Pollution) Act, 1974 as amended, under section 21/22 of Air (Prevention & Control of Pollution) Act, 1981 as amended and Authorization under the provisions of Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016. Your application and the information submitted by you have been examined and your consent application is hereby refused due to following reason.

Reasons :-

According to the report, in view of the unit not receiving CTO from the State Board, closure order has been issued on 06/06/2025, which is currently effective. The case No. 21/2025 Rakesh Bansal vs State of UP & other of brick kiln is pending in Hon'ble NGT. Also, query was raised for desired form/compliance regarding CTO application form of the unit, for which no reply has been uploaded by the unit. It is possible to consider the water and air consent application of the unit. Therefore this CTO application is rejected

The Consolidated Consent to Operate and/or Authorisation hereinafter referred to as the CCA (Consolidated Consent & authorization) Application under section 25/26 of Water (Prevention & Control of Pollution) Act, 1974 as amended, under section 21/22 of Air (Prevention & Control of Pollution) Act, 1981 as amended and Authorization under the provisions of Hazardous and Other Wastes (Management and Transboundary Movement) Rules , 2016 is hereby refused. Further, you are hereby informed to comply with

the mandatory provisions of Water Act 1974, Air Act 1981 and HWM Rules 2016

This order is issued with the approval of competent authority.

(Authorized Signatory)

Regional Officer

Copy To -

CEO-4, UPPCB, LUCKNOW

Regional Officer
(Authorized Signatory)



मिशन LIFE - पर्यावरण के लिए जीवन शैली
(Lifestyle For Environment)
जनसहभागिता का सन्देश



- स्वच्छता – देशसेवा में अपने परिवेश की स्वच्छता हेतु अपना सक्रिय योगदान सुनिश्चित करें
- संकल्प लें -एकल उपयोग प्लास्टिक उत्पाद जैसे कप, तश्तरी, चम्मच, स्ट्रॉ, ईयरबड्स आदि का उपयोग न हो एवं पर्यावरण अनुकूल विकल्पों जैसे कागज/पत्तों से बने दोने या कटलरी को प्राथमिकता दी जाय |
- एकल उपयोग प्लास्टिक उत्पाद के प्रयोग को रोकने एवं प्लास्टिक बैग के बजाय कपड़े के थैले का उपयोग करने मात्र से 375 मिलियन टन ठोस (प्लास्टिक) कचरे का उत्सर्जन बचाया जा सकता है
- चक्रीय अर्थव्यवस्था (सर्कुलर इकोनॉमी) का समुचित कार्यान्वयन वर्ष 2030 तक लगभग 14 लाख करोड़ रुपये की अतिरिक्त बचत उत्पन्न कर सकता है | वेस्ट /अपशिष्ट फेकने के पूर्व सोचें, ये किसी का संसाधन तो नहीं ...?
- अनुपयोगी इलेक्ट्रिक / इलेक्ट्रॉनिक उत्पाद को कचरे में फेकने से रुकें | इसके उपयुक्त निस्तारण हेतु इसे प्राधिकृत ई – वेस्ट रीसाइकलर को दें | प्राधिकृत ई-रीसाइक्लिंग इकाई में अनुपयोगी इलेक्ट्रिक / इलेक्ट्रॉनिक उत्पाद को देने मात्र से 0.75 मिलियन टन तक ई-कचरे का पुनर्चक्रण किया जा सकता है एवं ई-कचरे के विषम पर्यावरणीय दुष्प्रभाव से बचा जा सकता है
- बाहर जाते समय - सोचें कि क्या आपको वास्तव में परिवहन की आवश्यकता है - वह भी क्या व्यक्तिगत रूप से ? छोटी दूरी के लिए पैदल चलना पसंद करें, अथवा सम्भव हो तो कार पूल के रूप में संसाधन को साझा करें अथवा सार्वजनिक परिवहन पर विचार करें
- घरेलू स्तर पर कम से कम ठोस अपशिष्ट का उत्सर्जन करें और इनका प्रथाक्रीकरण करें
- उपयोगी शेष खाद्य सामग्री आपके स्वयं प्रयास अथवा निकटस्थ सक्रिय स्वयं सेवी संस्थाओं की सहायता से समाज के वंचित वर्ग तक पहुंचाई जा सकती है | वहीं अनुपयोगी भोजन /खाद्य सामग्री को कंपोस्ट (वर्मी कम्पोस्ट) करने से 15 अरब टन भोजन को नष्ट होने से बचाया जा सकता है
- ध्यान रखें - उपयुक्त नल और शावर के उपयोग से पानी की खपत को 30 - 40% तक कम किया जा सकता है। एवं उपयोग में न होने पर नलों को बंद रखने मात्र से 9 ट्रिलियन लीटर पानी बचाया जा सकता है
- ट्रैफिक लाइट/रेलवे क्रॉसिंग पर कार/स्कूटर के इंजन बंद करने मात्र से 22.5 बिलियन kWh तक ऊर्जा की बचत हो सकती है
- परम्परागत बल्ब के स्थान पर CFL का उपयोग बिजली की खपत में प्रभावी कमी लाते हैं | उपयोग में न होने पर बिजली उपकरणों को बंद करें | स्टार रेटेड विद्युत उपकरणों के उपयोग को प्राथमिकता दें

हमारे द्वारा अपनी जीवन शैली की प्राथमिकताओं का उचित और पर्यावरण अनुकूल पुनर्निर्धारण समाज और पर्यावरण के प्रति हमारा दायित्व है |

FORM II

[See paragraphs 11 (2) and 12 (1)]

APPLICATION FOR CONSENT TO OPERATE AN INDUSTRIAL PLANT, UNDER SECTION 25 OF THE WATER (PREVENTION & CONTROL OF POLLUTION) ACT, 1974 AND UNDER SECTION 21 OF THE AIR (PREVENTION & CONTROL OF POLLUTION) ACT, 1981

From

RPS BRICK FIELD, GATA NO-520, 516, VILL DULEHRA, TEHSIL SIKANDRABAD DISTT ,BULAND SHAHAR,

,
Sikandrabad,

BULAND SHAHAR

To

The Member Secretary

Uttar Pradesh State Pollution Control Board/Committee

T.C.12V, Vibhuti Khand, Gomti Nagar,

Lucknow(226010).

Sir,

I/ We hereby apply for Consent to operate an industrial plant or renewal of consent under section 25 of the Water (prevention & control of pollution) act, 1974 (6 of 1974) or for amended product, operation or process, or treatment and discharge of sewage / trade effluent and under section 21 of the Air (prevention & control of pollution) act, 1981 (14 of 1981) or for amended product, operation or process, or treatment and emission or continuation of emission of air pollutants.

from a land / premises owned by M/s. _____

at location_____

as per the details given below:

TO BE FILLED BY APPLICANT

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RPS BRICK FIELD,GATA NO-520, 516, VILL DULEHRA, TEHSIL SIKANDRABAD DISTT ,BULAND SHAHAR,,33358687

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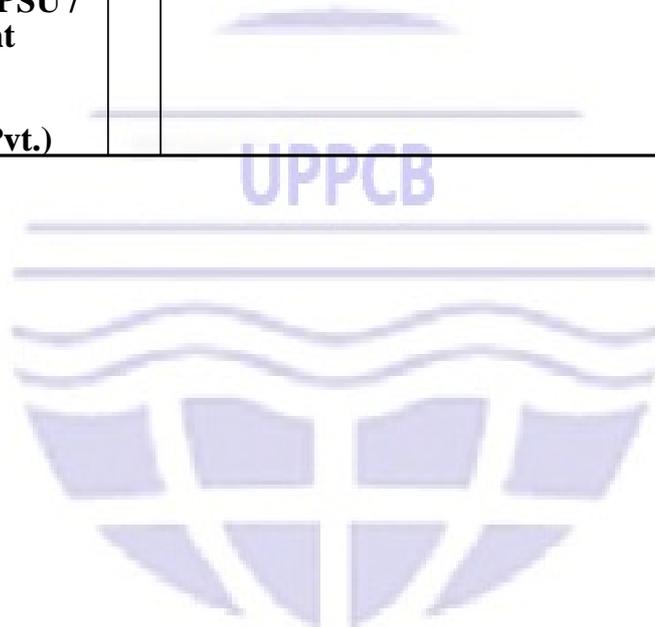
PART A: GENERAL

S. No.	Required Details	:	
1.0	Project Details		
1.1	Name of the Project / Industry / TSDF	:	RPS BRICK FIELD
1.2	Project Proposal	:	Renew
1.3	Details of Environment Clearance	:	
1.4	Address of the Site / Unit	:	Plot / Survey No :
		:	Village :
		:	Tehsil : Sikandrabad
		:	District : BULAND SHAHAR
		:	State / UT : Uttar Pradesh
:	Pin code :		
2.0	Details of Applicant / Occupier		
2.1	Name of the Applicant / Occupier	:	RAJENDRA PRASAD SHARMA
2.2	Designation	:	-
2.3	Nationality of the Occupier	:	-
2.4	Correspondence Address	:	Plot / Survey No / Street Name : BULANDSHAHAR
		:	Village / Town / City : -
		:	Tehsil / Taluk : -
		:	District : BULAND SHAHAR
		:	State / UT : -
:	Pin code : 203205		
2.5	Contact Details of Plant Head with: Alternate details	:	Name & Designation : 1. -
		:	e-mail address : 1. -
		:	Landline Number : 1. 7983281418-7983281418
		:	Mobile Number : 1. 7983281418

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RPS BRICK FIELD,GATA NO-520, 516, VILL DULEHRA, TEHSIL SIKANDRABAD DISTT ,BULAND SHAHAR,,33358687

3.0	Legal Status of the Company		
3.1	Individual / Proprietary concern / Partnership firm / Joint family concern / Private Limited Company / Public Limited Company / Foreign Company / Limited Liability Partnership.	:	
3.2	Central Govt. / State Govt. / Central PSU / State PSU / Joint Venture (Pvt. + Govt.), (Govt. + Govt.), (Pvt. + Pvt.)	:	



4.0	Location of the Project /Industry/Activity:		
4.1	Location	:	
4.2	Bounded Latitudes (North)(8 digit after decimal	:	-
4.3	Bounded Longitudes (East)(8digit after decimal	:	-
4.4	Located in Eco-Sensitive Zone of Protected Area, Coastal Regulation Zone, Biosphere, Reservoir, Forests, Mangroves, Rivers, Archeological monuments, Critically Polluted Area, Non-attainment Cities, Polluted River Stretch, Hill stations (altitude > 600M), Major towns and Cities	:	Eco-Sensitive Zone of Protected Area
4.5	Survey of India Topo Sheet Number	:	-
4.6	Land details (as per Panchayat, Tehsil, District)	:	Owned/Leased : Owned
		:	Total Area in Ha : --
		:	a) Non-Forest in Ha : -
		:	b) Forest in Ha : -
		:	Annual Lease Value, in case of Leased in Rs. : -
		:	Buildup Area in Sq. M. : -
		:	Green Belt cover in % of total area : -
4.7	Extent of Land in Sq. m	:	Own-Agricultural : -
		:	Industrial : -
		:	Converted : -
		:	Industrial Area : -
		:	a) Applied and not allotted : -
		:	b) Applied and allotted : -
		:	c). Leased : -

5.0	Category & Classification of the Project/Industry/Activity :						
5.1	Category of Industry (Red, Orange, and Green)	:	Category	:	ORANGE		
			Pollution Index	:	50		
5.2	Industrial Sector/Type	:	99.4 Miscellaneous				
5.3	Grossly Polluting/17Category/ Others	:	Yes				
5.4	Scale of Industry based on Capital Investment (Micro/ Small /Medium /Large))	:	Total Capital Investment (Rs.)	:	46.0		
			Scale/Classification	:	small		
5.5	Products / By-Products: Manufacturing capacity (TPD/TPA)	:	Products/ By-products	:	Capacity		
			BRICKS PER DAY	:	20000		
			NA	:	0		
5.6	Raw Materials / Chemicals Consumption for manufacturing capacity (TPD & TPA)	:	Raw Materials	:	Consumption		
			SOIL & WATER ETC	:	SOIL & WATER ETC		
5.7	Brief manufacturing Process with process flow chart and Material Balance, Advantage of Technology etc.	:	Not Attached				
5.8	Date / Expected date of commencement of production	:	22/07/2025				
5.9	Number of people to be employed	:	20				
5.10	Industry Shifts/ Weekly off	:	Shifts(I/II/III) & in Hours	:			
			Weekly off in days	:			
5.11	Use of Hazardous Chemicals as per MSHIC Rules	:	S. No	Chemicals	HS Code	Storage capacity	Daily consumption
5.12	Insurance under PLI Act,1991	:					

PART B: WASTE WATER ASPECTS

6.0	Water Consumption and Wastewater Generation		
6.1	Source of Water	:	
6.2	Authority Granting permission & Quantity permitted	:	Authority:
		:	Quantity:
6.3	Water Consumption (KLD) for manufacturing capacity	:	
6.4	Water Usage for manufacturing capacity	:	Purpose : KLD
6.5	Wastewater Generation (KLD) for manufacturing process	:	
	Wastewater from various sources	:	Purpose : KLD
6.6	Wastewater Treatment Systems	:	Type of Effluent KLD Treatment System
6.7	Details Sewage Treatment Plant(s)	:	S. No. Capacity of STPs KLD
	Mode of disposal of treated effluent	:	
6.8	Details Effluent Treatment Plant(s)	:	S. No. Capacity of ETPs KLD
	Mode of disposal of treated effluent	:	
6.9	Capacity of treated effluent sump / guard pond, if any	:	
6.10	Schematic diagram of the treatment scheme with inlet/outlet characteristics of each Unit operation/process	:	Not Attached
6.11	Quality of Effluent before & after treatment (at the final outlets) in respect of pH, SS, TDS and constituting major ions, BOD/COD, Oil & Grease, and relevant metals and nutrients as per the process/standards. (Attach analysis report of untreated and treated effluent from the EPA recognized Lab) Note: For proposed unit furnish expected characteristics of the effluent	:	Not Attached
6.12	Name of River/Creek/Estuary/Drain (owner of sewer)/Sea/Land connected to ETP	:	

6.13	Details of Solid Wastes separately for 'Hazardous' and 'Other' wastes covered under H&OW Rules, 2016 and other solid wastes not covered under H&OW Rules, 2016,including their management system	:	
6.14	Details of treatment-performance and environmental-compliance monitoring and reporting system	:	
6.15	Any relevant information not covered in the above items	:	



PART C: AIR EMISSION ASPECTS

(Information required in case of industrial establishments having chimneys)

7.0 AIR EMISSION ASPECTS

7.1	Fuel Consumption per Hour and TPD for manufacturing capacity	:	S. No	Fuel	Quantity	Ash%	S%
7.2	Details of Stack (Process, fuel, D.G): a. Number of stacks and vents with height and diameter(m) b. Quality and quantity of stack emissions from each stack and vent c. Major industrial processes / sources of fugitive emission d. Brief account of air pollution control units to deal with the emission						
Stack	Attached to	Fuel	Height (m)	Diameter (m)	Pollutants	Control system	Port Hole & Platform
7.3	D.G. Sets		:	S. No	KVA	Acoustic status	Height (m)
7.4	Quality of source emission (before treatment/ control) and after treatment/ controlled emission (at stacks/vents) in respect of PM, SO₂, NO_x, and other relevant air pollutants as per the process/standards. (Attach analysis reports of stack emissions from the EPA recognized Lab) Note: For proposed unit furnish expected characteristics of the emissions		:	Not Attached			
7.5	Odorous compounds, if any and control measures provided		:				
7.6	Details of treatment/control performance and environmental compliance monitoring and reporting system		:				
7.7	Any relevant information not covered in the above items		:				

PART D:HAZARDOUS WASTE ASPECTS

(Information required in case of industrial establishments generating Hazardous Waste)

8.0 Hazardous Waste Management

8.1	Process generating Hazardous waste	:	S. No	Process	Clause of Schedule I	Quantity/ Annum
8.2	Consent / Authorization Required for	:	S. No	Activity	Please tick	
			1	Generation		
			2	Collection		
			3	Storage		
			4	Transportation		
			5	Reception		
			6	Reuse		
			7	Recycling		
			8	Recovery		
			9	Pre-processing		
			10	Co-processing		
			11	Utilization		
			12	Treatment		
			13	Disposal		
			14	Incineration		
8.3	Technical Capabilities / Facilities	:	S. No	Capabilities	:	
8.4	Nature (Characteristics of wastes) and quantity of waste	:	a) Handled per annum:			
			b) Stored at any time:			
8.5	Mode of Management / Disposal of above Wastes	:	S. No	Disposal	Please tick	
			1.	Secured storage within industrial unit		
			2.	Utilization with in the plants (if not, please provide details of utilization)		
			3.	Common TSDF		
				Within the State		
				Outside the State		
			4.	Others		
8.6	Arrangement for transportation of H.W. to actual users / TSDF	:				
8.7	Details of the environmental safeguards and environmental facilities provided for safe handling of all the wastes;	:				

8.8	Hazardous and other wastes Generated as per these rules from storage of hazardous Chemicals as defined under the Manufacture, Storage and Import of Hazardous Chemicals Rules, 1989.	:	
8.9	For Treatment, storage and disposal facility (TSDF) operators	:	<p>1. Please provide details of the facility including:</p> <p>a) Location of site with layout map : Not Attached</p> <p>b) Safe storage of the waste and storage capacity :</p> <p>c) Treatment processes and their capacities:</p> <p>d) Secured landfills:</p> <p>e) Incineration, if any:</p> <p>f) Leachate collection and treatment system:</p> <p>g) Firefighting systems:</p> <p>h) Environmental management plan including monitoring:</p> <p>i) Arrangement for transportation of waste from generators:</p> <p>2. Please provide details of any other activities undertaken at the TSDF site:</p>

Note:

1. In case of renewal of authorization, previous authorization numbers and dates and provide copies of annual returns of last three years including the compliance reports with respect to the conditions of Prior Environmental Clearance, wherever applicable.
2. Provide copy of the Emergency Response Plan (ERP) which should address procedures for dealing with emergency situations (viz. Spillage or release or fire) as specified in the guidelines of CPCB. Such ERP shall comprise the following, but not limited to:
 - Containing and controlling incidents so as to minimise the effects and to limit danger to the persons, environment and property;
 - Implementing the measures necessary to protect persons and the environment;
 - Description of the actions which should be taken to control the conditions at events and to limit their consequences, including a description of the safety equipment and resources available;
 - Arrangements for training staff in the duties which they are expected to perform;
 - Arrangements for informing concerned authorities and emergency services; and
 - Arrangements for providing assistance with off-site mitigatory action.
3. Provide undertaking or declaration to comply with all provisions including the scope of submitting bank guarantee in the event of spillage, leakage or fire while handling the hazardous and other waste.

8.10	For Recyclers or pre-processors or co-processors or users of hazardous or other wastes)	:	a) Nature and quantity of different wastes received per annum from domestic sources or imported or both	:	
			b) Installed capacity as per registration issued by the District Industries Centre or any other authorized Government agency.	:	Not Attached
			c) Provide details of secured storage of wastes including the storage capacity.	:	
			d) Process description including process flow sheet indicating equipment details, inputs and outputs (input wastes, chemicals, products, by-products, waste generated, emissions, waste water, etc.).	:	Not Attached
			e) Provide details of end users of products or by-products.	:	
			f) Provide details of pollution control systems such as Effluent Treatment Plant, scrubbers, etc. including mode of disposal of waste	:	
			g) Provide details of occupational health and safety measures:	:	
			h) Has the facility been set up as per Central Pollution Control Board guidelines? If yes, provide a report on the compliance with the guidelines.	:	
			i) Arrangements for transportation of waste to the facility:	:	
8.11	Any relevant information not Covered in the above items	:			

PART E: PAYMENT DETAILS

9.0 Payment Details

9.1	Payment Mode	:	Online
9.2	Transaction Details in case of online	:	Payment will be done On Single Window Portal
9.3	Draft details in case of offline	:	Amount(Rs):
			Draft No:
			In favour of:
			Bank Name:
			Date:
9.4	Amount of Fee paid	:	Rs.1500.0

DECLARATION

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RPS BRICK FIELD,GATA NO-520, 516, VILL DULEHRA, TEHSIL SIKANDRABAD DISTT ,BULAND SHAHAR,,33358687

a. I/We declare that the above furnished information is true and correct to the best of my/our knowledge. I/We am/ are aware that furnishing any wrong information is punishable under Section 38(f) of the Air (Prevention & Control of Pollution) Act, 1981, Section 42(f) of the Water (Prevention & Control of Pollution) Act, 1974

b. I / We hereby submit that in case of any change from what is stated in this application in respect of raw materials, products, process of manufacture and treatment and/or disposal of effluent, emission, hazardous wastes etc. in quality and quantity; a fresh application for Consent shall be made and until the grant of fresh Consent is granted, no change shall be made. I/ We am/are aware that the violations of Section 21 attract penal provisions under the relevant provisions of the Air (Prevention & Control of Pollution) Act, 1981, the violations of Section 25 attract penal provisions under the relevant provisions of the Water (Prevention & Control of Pollution) Act, 1974

c. I / We herewith submit an affidavit on the basis of which consent to Operate will be issued to me/us and I/ We will be held responsible under Section 39 of the Air (Prevention & Control of Pollution) Act, 1981/under Section 45(A) of the Water (Prevention & Control of Pollution) Act, 1974 for any misleading / wrong representation.

d. I / We undertake to furnish any other information within one month of its being called by the State Board.

Date: 2025-08-18

Place: BULANSHAHAR

Name & Signature of the Occupier/

Authorized Signatory

RAJENDRA PRASAD SHARMA

Mandatory Documents to be enclosed for grant of Consent to Operate:

1. Licenses / Certificates:

(a) Legal Status of Company:

- i. Partnership / Proprietary / Company etc.; or
- ii. SSI / MSME Certificate (Udyog Aadhar) / Memorandum of Entrepreneurship, if applicable;

(b) Location of the Project:

- i. Industrial Area: Allotment letter from the respective Industrial Area Development Board /Corporation / Land Possession Certificate; or
- ii. Other than Industrial Area: Registered Land Deed / Land Conversion Certificate from concerned Authority / Rent (or) Lease Agreement in case of the property is on rent / lease;

(c) Mining Project: Mineral Mining Lease permission granted by the Department of Mines SS & Geology, if applicable;

(d) Environmental Clearance issued by the competent authority

(e) Investment: Chartered Accountant Certificate about proposed Capital Investment.

2. Technical Details:

- i. Environmental Impact Assessment Report, submitted to SEIAA of State Govt or Govt of India
- ii. Project report comprising manufacturing process ,raw materials, wastewater generation from various activity, effluent treatment plant, Fuel used, Sources of emission and air pollution control devices proposed

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3. Compliance report of the consent to establish / consent to operate for expansion and renewal, as applicable.

Document List-

Balance sheet Or CA Certificate

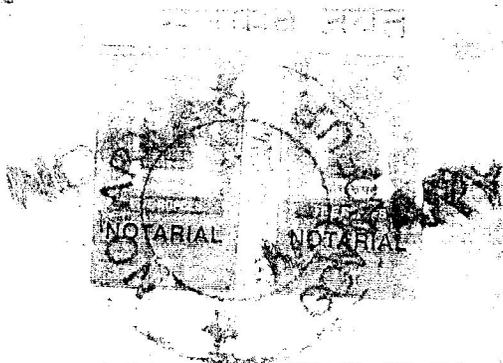
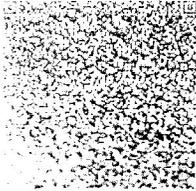


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Document No. : IN-UP29977683707602V
 Issued Date : 08-Feb-2023 04:47 PM
 Reference : NEWIMPACC (SV)/up14185804/ SIKANDRABAD/UP-BLS
 Sub-Reference : SUBIN-UPUP1418580453838626322036V
 Paid by : R S S BRICK FIELD DULHERA SKD
 Nature of Document : Article 46 Partnership
 Category Description : Not Applicable
 Stamping Price (Rs.) :
 Stamp : R S S BRICK FIELD DULHERA SKD
 Stamp Duty : Not Applicable
 Stamp Duty Paid By : R S S BRICK FIELD DULHERA SKD
 Stamp Duty Amount (Rs.) : 750
 (Seven Hundred And Fifty only)



Please write or type below this line
DEED OF PARTNERSHIP

DEED OF PARTNERSHIP executed at Sikandrabad this 8th DAY of FEBRUARY, 2023 among

BETWEEN

1. MR. KUNJ KUMAR son of Mr. MANGE RAM having PAN-ANHPK4541N residing H.no.12/370
Government hospital bus stand Baraut, Baghpath Uttar Pradesh pin code 250611
Age 61 years, hereinafter referred to as the "Party of the First Part".

2. Mr. RAJENDRA PRASAD SHARMA son of Mr. KEDAR SHARMA having PAN-BIAPS4625J residing
Village and Post: Dayantpur khara Jawar Gautam Buddh Nager pin code 203135 Uttar Pradesh
Age 48 years, hereinafter referred to as the "Party of the Second Part".

[Signature]

[Signature]

[Signature]

NOTARY

0003436593



This document should be verified at www.thefilestamp.com or using e-Stamp Mobile App or State Holding
this certificate and is available on the website / Mobile App vendors invalid
users of the certificate
Competent Authority

Mr. SUBHASH CHAND SHARMA son of Mr. KANHAIYA LAL SHARMA having PAN No. - FVLP54380E residing H.no 662 Village and Post Dayantpur khara Jawer Gautam Buddh Nagar pin code 203135 aged 41 years, hereinafter referred to as the "Party of the Third Part".

The parties hereto being the parties of the First Part, Second Part and Third Part have agreed to carry on the business of Manufacturing of Brick in Partnership with each other on the terms and conditions contained herein, and the parties hereto have desired to put in writing the terms and conditions of their said partnership.

NOW THIS INDENTURE WITNESSETH and it is hereby covenanted and finalised by and between the parties as follows.

The Partnership business shall be carried on under the name and style of M/S R S S BRICK FIELD presently from Village Dulhera Sikandrabad Bulandshahr Uttar Pradesh 203205 as the Head Office of the Firm and/or at any other place/s as will be decided mutually by the parties hereto and/or to open its branches at any other place or places and/or form associateship with any other person or other firm of carrying same business activities subject to the approval of the majority of partners. The partnership business was effect from 08th DAY of February, 2023.

The Net Profit or Loss of the Partnership business as arrived at after adjustment of salary, bonus, commission, and interest to the partners, shall be divided between the parties as follows.

- | | | | |
|----|----------------------------|-----|---|
| a) | Mr. RAKESH KUAMR | 50% | |
| b) | Mr. RAJENDRA PRASAD SHARMA | 25% | } |
| c) | Mr. SUBHASH CHAND SHARMA | 25% | |

The partners shall be entitled to increase or reduce the above profit-sharing ratio and may agree to pay remuneration up to Rs.25,000 p.m. to each partner or partners. The parties hereto may also agree to revise the mode of calculating the remuneration and decide to pay salary and grant the benefit of house rent allowance, medical expenses, accident and/or Life Insurance Policy Premium, Provident fund, gratuity, bonus, commission and/or other benefits to the above and/or

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[Handwritten signature]

[Handwritten signature]

the other partner or partners either on monthly or yearly basis as they may mutually agree upon.

5. The partners shall be entitled to modify the above terms relating to remuneration, interest etc., payable to the partners by executing a supplementary deed, and any such deed when executed shall have effect, unless otherwise provided, from the first day of the accounting period in which such supplementary deed is executed and the same shall form part of this deed of partnership.

The accounting year of the Partnership shall be the year ending on the last day of March every year. The Final Accounts as will be drawn up at the close of the year shall be countersigned by all the parties hereto as a token of acceptance.

Bank Account or Accounts shall be opened in the name of the Partnership Firm. All account/s shall be operated upon by either of the parties. All moneys or negotiable instruments received from and on behalf and/or on account of the Partnership business shall be paid/deposited into such banking account or accounts in the name of the Partnership.

Proper books of accounts shall be maintained by the Parties hereto in which all the transactions relating to the partnership business shall be entered into and recorded and such books together with all documents, letters, vouchers of and belonging to the partnership shall be kept at the place of business of the partnership or at such other place or places as the parties hereto may from time to time mutually decide in writing. Each partner shall have full and free right and liberty to inspect such books of accounts, documents, letters, vouchers and of making extracts or copies there from.

The partners may contribute capital as and when considered necessary and expedient for the purpose of carrying on the business/business and the same shall carry interest upto 12% (Twelve Percent) per annum or such other rate as may mutually be agreed upon by the parties hereto from time to time. The partners hereto shall be entitled to draw out in advance, against their drawing accounts of such sums from time to time as may be mutually agreed upon and on taking account for the year, the excess, if any, drawn by any partner over his share of the profits shall be refunded to the firm within a period of three months or be treated as loan to him which

रवि केश कुमार

Ravi

Subhasty

shall carry interest at 12% (Twelve Percent) per annum or any other rate mutually agreed upon.

That all the parties hereof shall be the working partners and take active part in the day-to-day conduct of the business of the firm.

The parties hereof shall also be entitled to bonus and commission at a rate as will be mutually determined and fixed by the parties hereof at the close of the year. Besides, the parties hereof will be entitled also to draw interest on capital at a percentage not exceeding 12% per annum. That in no case the aggregate salary, bonus and commission per year shall exceed the limit as fixed by the Income Tax Act, 1961 as amended from time to time. That the quantum of salary may be increased or reduced to a sum as will mutually be decided by the parties hereof. Any drawings by the parties hereof as salary, bonus or commission in excess of the permissible limit as fixed by the Income Tax Act, 1961, from time to time, such amount/s shall be refunded to and/adjusted in the accounts, at the close of the year and will be debited to their respective capital account/s as will mutually be agreed by the partners, the parties hereof.

THAT THE PARTNERSHIP shall be AT WILL.

If ANY partner is desirous of retiring from the said Partnership he shall be entitled to do so by giving Three months' notice in writing to the other Partners of his intention to retire and on expiration of one month from the date of such notice, he shall cease to be a partner and his interest in the Partnership shall cease on and from that date. Immediately on receipt of the aforesaid notice his accounts including Goodwill shall be drawn upon and settled forthwith.

The retiring partner will handover the property of the Partnership under his possession and/or any other books/documents etc. belonging to the Partnership or any of its clients to the remaining Partners upon due receipt forthwith and the Partnership Firm shall also issue to the retiring Partner a "no claim receipt" to this effect. On retirement, a retiring Partner shall not in any way interfere with the business of the Partnership.

The death, insolvency or lunacy of any partner shall automatically dissolve the Partnership.

NOTARY

Rajendra Kumar

Renu

Subhash

Each partner shall be entitled to draw against his share of profit the amount agreed to between the partners.

The parties hereto may admit a new partner or partners only with the consent of all the existing partners in writing and on such terms and conditions as may be mutually agreed.

No partner or the Partnership firm shall be liable and/or responsible for the personal debt and/or liabilities of any other partner or partners.

Each Partner shall...

19.1 Punctually pay his personal and separate debts and indemnify the other partners and the assets of the partnership against the same and pay all expenses on account thereof;

19.2 Forthwith pay all moneys, cheques, negotiable instruments received by him on account of the Partnership into the Partnership Bank Account or Accounts;

19.3 Be just and faithful to others and at all times give to each other full information and truthful explanations of all transactions relating to the Partnership business;

19.4 At all times give to the others a just and faithful account of the same and also upon every reasonable request furnish a full and correct explanation thereof;

19.5 Afford every assistance and co-operation in his power and to use his best skill and endeavor in the conduct, promotion and execution of the Partnership business for their mutual advantage and benefit; and.

19.6 No partner shall divulge any information of the partnership or of its clients to any outsiders.

20 In respect of matters not specifically provided herein, the Partnership shall be governed by the provisions of the Indian Partnership Act, 1932.

NOTARY

राकेश कुमार

Ramesh

[5]

Subhakar

No partner shall, without the previous consent of all the existing Partners in writing, become a partner of any other firm of Chartered Accountants and/or any other firm and/or person or persons carrying on a similar and/or competitive business/business.

Any dispute or difference arising between the parties hereto in relation to the affairs of the Partnership Firm or in regard to construction of any clause hereof in relation to the rights, duties and obligations of the parties hereto shall be referred to the arbitration to an arbitrator who shall enter upon the reference and decide the matter and award given by such arbitrator shall be final and binding on the parties hereto subject to the provisions of the Arbitration and Conciliation Act 1996.

IN WITNESSETH WHEREOF the parties to the above presents have hereunto set and subscribed their respective signatures and seals on the day, month and year first hereinabove written.

WITNESSETH & DELIVERED

IN WITNESSETH

Witness

शिवशंकर कुमार
SHIVSHANKAR KUMAR

Rajendra Prasad Sharma

R. P. RAJENDRA PRASAD SHARMA
Partner

Umesh Chand Sharma

UMESH CHAND SHARMA
Partner

शिवशंकर

1. शिवशंकर प्रसाद जी काकादाम
कुरपुर सिन-हावाद

2. शिवशंकर प्रसाद जी काकादाम
कुरपुर सिन-हावाद

3. शिवशंकर प्रसाद जी काकादाम
Kanshik village harnali
S. P. S. Bhabha

[Signature]
16/11/23

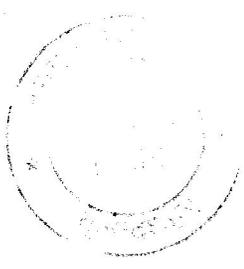
• जापालय श्रीमान सिविल जज (सी० डि०) भौदय बुलुङ्गशर

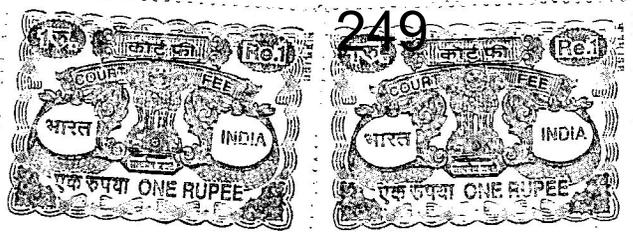
सिम्रित वाद सं० - 749 सं०, 2023

श्रीकेशी वंशल वनामशमडाताश्रीमा अर्था

०२
18/04/25

श्रीमान् श्री वाद पत्र की काफ्य अग्र म संस्तुकां ०२





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न्यायालय श्रीमान सिविल जज (सी0डि0) महोदय, बुलन्दशहर

सिविल वाद सं0- 749 सन् 2023

राकेश बंसल उम्र करीब 61 वर्ष पुत्र श्री मांगेराम निवासी 12/370 कोताना रोड़ सरकारी अस्पताल के पास बस स्टैण्ड बड़ौत जिला बागपत

2. राजेश बंसल उम्र करीब 61 वर्ष पुत्र श्री मांगेराम निवासी 12/370 कोताना रोड़ सरकारी अस्पताल के पास बस स्टैण्ड बड़ौत जिला बागपत बनाम

रामअवतार शर्मा उम्र करीब 61 वर्ष पुत्र श्री रमेशचन्द निवासी ग्राम मीरापुर, तहसील शिकारपुर, जिला बुलन्दशहर।

2. देवकी उर्फ देवेन्द्री पत्नी तेजवीर निवासी ग्राम दुल्हेरा परगना व तहसील सिकन्द्राबाद जिला बुलन्दशहर वाद अन्तर्गत धारा-36, 37 विशिष्ट अनुतोष अधिनियम बुलन्दशहर

वाद मूल्यांकन-50,00,000/- रुपये मात्र

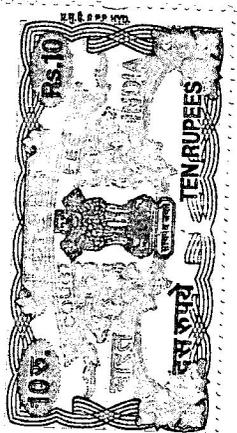
न्यायशुल्क- रुपये

श्रीमान जी,

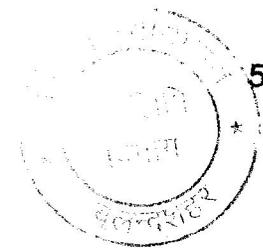
वादी निम्न निवेदन करता है कि-

- 1- यह कि वादी गाटा सं0-516, 517, 518 व 521 रकबई 14 बीघा का दाखिल काबिज स्वामी बजरिये किरायानामा दिनांकित 22.10.2020 है।
- 2- यह कि उक्त वर्णित आराजी की स्वामी देवकी उर्फ देवेन्द्री पत्नी तेजवीर निवासी ग्राम दुल्हेरा परगना व तहसील सिकन्द्राबाद, जिला बुलन्दशहर थी, जिस संबंध में कोई विवाद किसी प्रकार का नहीं है।
- 3- यह कि प्रार्थी द्वारा श्रीमती देवकी उर्फ देवेन्द्री से दिनांक 01.10.2020 से अगले चार वर्ष के लिये 2.50 लाख रुपये वार्षिक की दर से भट्टा संचालन हेतु किराये पर ली थी। जो कि दिनांक 22.10.2020 को किरायानामा नोटेरी द्वारा पंजीकृत करा दिया गया था।
- 4- यह कि उक्त किरायेनामों के अनुसार प्रार्थी उक्त भूमि पर दिनांक 30-9-24 तक के लिये बतौर किरायेदार भूमि का उपयोग व उपभोग करने के लिये अधिकृत है।
- 5- यह कि उक्त किरायानामा पंजीकृत होने के पश्चात प्रार्थी द्वारा किराये की आराजी पर आर0एस0एस0 ब्रीकफील्ड के नाम से भट्टे का संचालन प्रारम्भ कर दिया गया। जिसकी बावत प्रार्थी द्वारा सक्षम अधिकारी से

राकेश बंसल

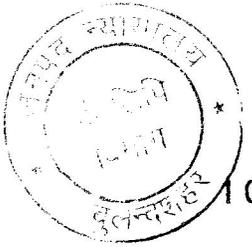


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- जी0एस0टी0 पंजीकृत प्रमाण-पत्र प्राप्त कर जिला परिषद में नियम 41 के तहत भुगतान जमा व रजिस्टर्ड कर दिया गया इस प्रकार प्रार्थी आज भी आर0एस0एस0 ब्रीकफील्ड के नाम से भट्टे का संचालन कर रहा है।
- 6- यह कि प्रतिवादी की उक्त वर्णित आराजी/भट्टे से कोई ताल्लुक वास्ता किसी प्रकार का नहीं है। किन्तु प्रतिवादीगण के सरकश, गिरोहबन्द व दबंग प्रवृत्ति के व्यक्ति होने के कारण विपक्षी आये दिन प्रार्थी के भट्टे पर कब्जा करने का प्रयास करते रहते हैं।
- 7- यह कि दिनांक 10.09.2023 को प्रतिवादी कुछ असामाजिक तत्वों के साथ वाद वर्णित आराजी/भट्टे पर आये और जबरन कब्जा करने व भट्टे के संचालन में हस्तक्षेप करने का प्रयास करने लगे जिसे वादी द्वारा बड़ी मुश्किल से निष्फल किया गया।
- 8- यह कि वादी द्वारा दिनांक 12.09.2023 को विपक्षीगण से रजामंदी विवाद निपटाने का प्रयास किया गया। किन्तु विपक्षी द्वारा रजामंदी से विवाद निपटाने से स्पष्ट रूप से इंकार कर दिया गया। जिस कारण वादी के समक्ष माननीय न्यायालय में उपस्थित होने के अतिरिक्त अन्य कोई विकल्प शेष नहीं रहता है।
- 9- यह कि वाद वर्णित सम्पत्ति ग्राम दुल्हेरा परगना व तहसील सिकन्द्राबाद, जिला बुलन्दशहर में स्थित होने के कारण माननीय न्यायालय को वाद की सुनवाई का पूर्ण अधिकार प्राप्त है।
- 10- यह कि वाद कारण प्रार्थी द्वारा दिनांक 22.10.2020 को देवकी उर्फ देवेन्द्री से गाटा सं0- 516, 517, 518, 519 के 1/2 भाग स्थित ग्राम दुल्हेरा परगना व तहसील सिकन्द्राबाद, बुलन्दशहर दिनांक 01.10.2020 से 30.09.2024 तक किराये पर लेने तथा उस पर भट्टे का संचालन करने व प्रतिवादी द्वारा दिनांक 10.09.2023 का वादी के भट्टे संचालन में हस्तक्षेप करने व दिनांक 12.09.2023 को रजामन्दी से विवाद निपटाने से स्पष्ट रूप से इंकार करने के कारण माननीय न्यायालय के क्षेत्राधिकार में पैदा हुआ तथा माननीय न्यायालय को वाद की सुनवाई का पूर्ण अधिकार प्राप्त है।



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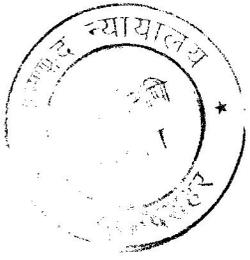
11- यह कि वाद मूल्यांकन वादी के भट्टे की बाजारु कीमत मुबलिंग 50,00,000/- रुपये पर निर्धारित किया जाता है तथा न्यायशुल्क नियमानुसार अदा किया जाता है।

12- यह कि वादी निम्न अनुतोष का प्रार्थी है-

अ) यह कि माननीय न्यायालय बजरिये स्थाई निषेधाज्ञा के आदेश व डिक्री प्रतिवादी को आदेशित करे कि वह गाटा सं0-516, 517, 518, 524 स्थित ग्राम दुल्हेरा, परगना व तहसील सिकन्दाबाद, जिला बुलन्दशहर में वादी के द्वारा किये जा रहे भट्टा संचालन में स्वयं या किसी अन्य के माध्यम से किसी प्रकार से हस्तक्षेप न करें।

ब) यह कि वाद व्यय तथा अधिवक्ता शुल्क वादी को दिलाया जायें।

स) यह कि अन्य कोई उचित अनुतोष जो माननीय न्यायालय उचित समझे वादी को दिलाया जायें।



सत्यापन-

मैं वादी सत्यापित करता हूँ कि वाद-पत्र का समस्त कथन मेरे निजी ज्ञान में सब सच व सही है, कोई बात झूठ अथवा छिपायी नहीं गयी है। ईश्वर मेरी मदद करें।

सत्यापन स्थान-बुलन्दशहर

दिनांक-

21/04/2025

वादी

राजेश कुमार

द्वारा अधिवक्ता

मिलान कर्तारि राजेश
21/04/2025 21/04

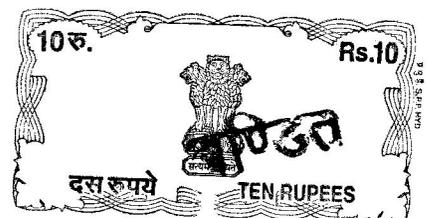
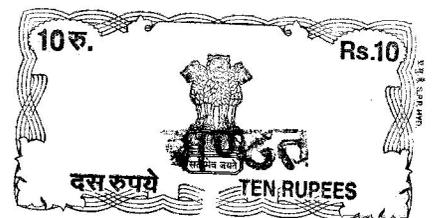
उत्तर प्रदेश
बुलन्दशहर न्यायालय
बुलन्दशहर

00 APR 2025

केवल नकल की फीस के लिए

आवश्यक स्टाम्प सहित प्रार्थना पत्र देने की तारीख Date on which application is made for copy accompanied by the requisite stamps.	नोटिस बोर्ड पर नकल तैयार होने की सूचना की तारीख Date of posting notice on notice board.	नकल वापिस दिये जाने की तारीख Date of delivery of copy.	नकल वापिस देने वाले अधिकारी का हस्ताक्षर Signature of Official delivering Copy.
$\frac{102}{18/04/25}$	30 APR 2025	30 APR 2025	

HARSH KUMAR AGARWAL
 Reg. No. D/1307/18 (ADVOCATE)
 Collectrate Court, Bulandshahr
 M. : 9639591395
 9639591395



**BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI**

M.A. NO. ____ OF 2025

IN

ORIGINAL APPLICATION NO. 121 OF 2025

IN THE MATTER OF:

Rakesh Bansal

...Applicant

Versus

State of Uttar Pradesh & Ors

...Respondents

APPLICATION ON BEHALF OF THE RESPONDENTS NO. 6 AND 7 UNDER

SECTION 5 OF THE LIMITATION ACT, 1963, SEEKING CONDONATION

OF DELAY OF 26 DAYS IN FILING REPLY TO ORIGINAL APPLICATION

MOST RESPECTFULLY SHOWETH:

1. That the captioned Original Application has been instituted by the Applicant alleging violation of environmental norms by the operation of the brick kilns under the control and possession of the Respondents No. 6 and 7. Contents of the accompanying reply be read as part and parcel of the present Application and are not being repeated herein for the sake of brevity.

2. That in the present case, this Hon'ble Tribunal *vide* Order dated 27.03.2025 issued notice upon the Respondents and directed for filing of reply at least one week before the next date of hearing and thereafter fixed the next date as 30.07.2025. As such, any reply/response was to be filed by 23.07.2025. The Respondents No. 6 and 7 most humbly submit that they had received the notice on 10.05.2025, however were unable to file the Reply within the specified time due to *bona fide* errors and circumstances beyond their control.

3. That the answering Respondents received a copy of the Order dated 27.03.2025 on 10.05.2025 whereafter the Respondents No. 6 and 7 were in the process of ascertaining what the present proceedings were for. It is submitted that both Respondents No. 6 and 7 are residents of Jewar, Uttar Pradesh and are not well versed with legal procedures and process. At the time of passing of the Order dated 27.03.2025 the Respondents were tending to business at Bulandshahr, Uttar Pradesh as there were certain concerns raised by the concerned authorities. However soon after understanding the case, the Respondents No. 6 and 7 sought to engage lawyer and as such engaged one lawyer in Jewar to assess the case and to get an understanding of the implications of the case. The Respondents No. 6 and 7 under the *bona fide* belief that the counsel engaged would complete all such necessary works did not get involved thereafter, however after the passing of considerable time, on 10.06.2025, the counsel informed the Respondent No. 6 and 7 that he would not be able to provide his services owing to certain personal exigency and accordingly asked the Respondents No. 6 and 7 to find and engage a new counsel.
4. Accordingly, the Respondents No. 6 and 7 sought for engaging other counsel, however in the process were informed that as the case was being heard in Delhi, it was preferable to engage a counsel based out of Delhi. As such, the Respondent No. 6 and 7 travelled to Delhi on 13.06.2025 for finding a counsel and engaging him/her for the present case. However, as the summer vacations of the Hon'ble High Court of Delhi and the Hon'ble Supreme Court had

commenced, most of the advocates had travelled outside due to the vacations. As such, the Respondents were unable to find and engage a counsel.

5. Thereafter upon re-opening of the courts, the Respondents No. 6 and 7 again travelled to Delhi and sought to engage counsel. However, as they were not residents of Delhi were unable to find an appropriate counsel for representing them before this Hon'ble Tribunal. In the meantime, a Closure Order dated 06.06.2025 was passed by the Respondent No.2 herein, whereafter the brick kiln of the Respondents were sealed shut and a penalty to the tune of Rs.6,25,000/- (Rupees Six Lakhs Twenty-Five Thousand Only) was imposed. Due to the same, the Respondents were embroiled in various meetings with the competent authorities for understanding the reason and implications of such sealing order and penalty imposed. Soon thereafter, due to non-payment of dues, the workers and the employees of the Respondents began raising various issues.
6. In the meantime, the Respondent No.7 got contact of the present counsel through a known party and accordingly, the Respondents No. 6 and 7 approached the present counsel to seek legal aid. On 31.07.2025, the Respondents engaged the present counsel for the present case, whereupon they were informed that the next date fixed had already passed and that they had to act promptly. Accordingly, after engagement the counsel obtained necessary documents from the Respondents to ascertain and understand the points of contention in the case. Thereafter, the counsel informed the Respondents on 04.08.2025 that certain documents were not legible and sought for clearer copies. The same was

provided to the counsel on 07.08.2025. Subsequently, the accompanying Reply was prepared and shared with the Respondents on 11.08.2025, whereafter the counsel explained all submissions and process of the case to the Respondents. However, as the Respondents were lay people were unable to catch hold of the intricacies and requested for a physical meeting for understanding the same, and accordingly a meeting was scheduled for 14.08.2025 wherein the meeting was convened. Thereafter the Respondents placed their signatures on the pleadings on 18.08.2025 and the accompanying reply is being filed on 19.08.2025 without any further delay.

7. That as such there is a delay of 26 days from the specified date in terms of Order dated 27.03.2025 passed by this Hon'ble Tribunal. It is most humbly submitted that the delay is not intentional or deliberate but only on account of such *bona fide* issues and circumstances beyond the control of the Respondents.
8. That the Respondents shall be gravely prejudiced if the delay is not condoned and the Reply is not taken on record. Whereas no prejudice will be caused to the other parties if the same is allowed and taken on record.
9. That the present application is being filed in *bona fide* and in the interest of justice.

PRAYER

It is therefore most humbly prayed that this Hon'ble Tribunal may most graciously be pleased to:

- i. Pass an order allowing the present application and condoning the delay of 26 days in filing the accompanying Reply to the Original Application; and/or

Any other relief(s) as deemed fit and necessary in view of the facts and circumstances of the case and in the interest of justice.



RESPONDENT NO.6



RESPONDENT NO.7

THROUGH



**SUSHIL KUMAR |
HARIKESH ANIRUDHAN
KUMAR LEGAL RESEARCH LLP
Advocates for Respondents No. 6 & 7
Block K-31, Kailash Colony
Greater Kailash,
New Delhi – 110 048
Email: sushikbk81@gmail.com
Mobile No: 7977490252**

Date: 19.08.2025

Place: New Delhi

BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI

M.A. NO. _____ OF 2025

IN

ORIGINAL APPLICATION NO. 121/2025

IN THE MATTER OF:

RAKESH BANSAL

...APPLICANT

VERSUS

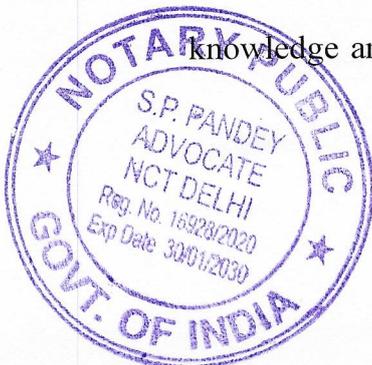
STATE OF UTTAR PRADESH & ORS

....RESPONDENT(S)

AFFIDAVIT

I, Rajendra Prasad, S/o Kedar Sharma, R/o Village- Dayanatpur Khara, Pargana Jewar, Tehsil and District- Gautam Budh Nagar being the Respondent in the present Application, do hereby solemnly affirm and declare as under:

1. I am the Respondent in the present matter and am fully conversant with the facts and circumstances of the present case and competent to affirm this affidavit.
2. That the accompanying Application has been prepared by my counsel under my instruction and the contents of the same have been read over by me and understood to be correct.
3. That the contents of the Application are true and correct to the best of my knowledge and belief and also based on the legal advice received from my



counsel. No part of it is false and nothing material has been concealed there from.

- 4. That the annexures filed along with the Application are true copies of their respective originals.

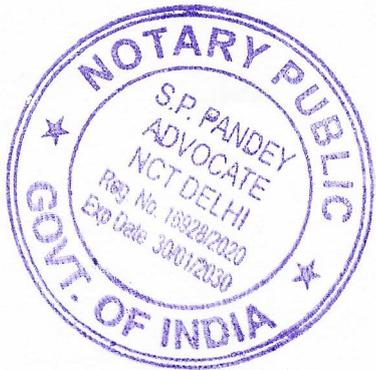

DEPONENT

Handwritten: I Identify the deponent who has signed in my presence

VERIFICATION

Verified at New Delhi on this 19 AUG 2025 day of August 2025, that the contents of the aforesaid affidavit are true and correct to the best of my knowledge and nothing material has been concealed therefrom.


DEPONENT



ATTESTED

 NOTARY PUBLIC
 DELHI (INDIA)
 19 AUG 2025

BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI

M.A. NO. ____ OF 2025

IN

ORIGINAL APPLICATION NO. 121/2025

IN THE MATTER OF:

RAKESH BANSAL

...APPLICANT

VERSUS

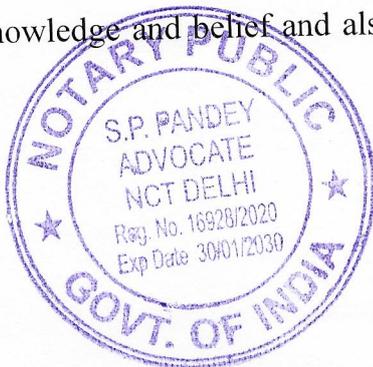
STATE OF UTTAR PRADESH & ORS

....RESPONDENT(S)

AFFIDAVIT

I, Subhashchand Sharma, S/o Kanhaiyalal Sharma, R/o Village- Dayanatpur Khara, Pargana Jewar, Tehsiland District Gautam Buddha Nagar, being the Respondent in the present Application, do hereby solemnly affirm and declare as under:

1. I am the Respondent in the present matter and am fully conversant with the facts and circumstances of the present case and competent to affirm this affidavit.
2. That the accompanying Application has been prepared by my counsel under my instruction and the contents of the same have been read over by me and understood to be correct.
3. That the contents of the Application are true and correct to the best of my knowledge and belief and also based on the legal advice received from my



counsel. No part of it is false and nothing material has been concealed there from.

- 4. That the annexures filed along with the Application are true copies of their respective originals.

Subhas

DEPONENT

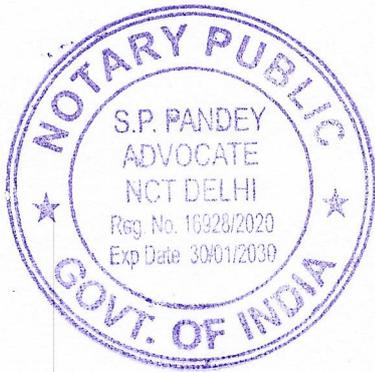
Subhas
I identify the deponent who has signed in my presence

VERIFICATION

Verified at New Delhi on this 19 day of August 2025, that the contents of the aforesaid affidavit are true and correct to the best of my knowledge and nothing material has been concealed therefrom.

Subhas

DEPONENT



ATTESTED

[Signature]
NOTARY PUBLIC
DELHI (INDIA)

19 AUG 2025



Advocate Sushil Kumar <sushilbk81@gmail.com>

O.A. No. 121/2025 in the matter of Rakesh Bansal Vs. State of Uttar Pradesh & Ors. – Reply in compliance with the Order dated 27.03.2025 | Advance Service

Advocate Sushil Kumar <sushilbk81@gmail.com>

Wed, Aug 20, 2025 at 12:01 PM

To: "emailtogkb@gmail.com" <emailtogkb@gmail.com>, cs-up@nic.in, "ms@uppcb.in" <ms@uppcb.in>, robulandsheher@uppcb.in, dmbu@nic.in, sspbhr-up@nic.in

Dear Sir,

We act for the concerned clients, Mr. Rajendra Prasad Sharma and Subash Chandra Sharma, arrayed as Respondent Nos. 6 and 7, respectively, in the matter titled *Rakesh Bansal Vs. State of Uttar Pradesh & Ors.* (O.A. 121 of 2025). We are hereby serving you a copy of the Reply in compliance with the Order dated 27.03.2025, proposed to be filed before the National Green Tribunal, New Delhi.

Please note that the advance service is complete by the present email.

Thanks & Regards

Adv. Sushil Kumar(Managing Partner)**Kumar Legal Research LLP****(Advocates & Tax Consultant)****Mumbai Office :** 606, 6th Floor Churchgate Chambers, 5 New Marine Lines, Churchgate, Mumbai-400020.india
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