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क्षेत्रीय कार्यालय—उ०प्र० प्रदूषण नियंत्रण बोर्ड, गाजियाबाद  
Regional Office, U.P. Pollution Control Board, Ghaziabad  
Website- www.uppcb.com, e-mail:roghaziabad@uppcb.in

संदर्भ संख्या : 123 /NGT-170/OA-109/2023

दिनांक 20/12/2023

To,

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

**Sub: Status Report in Compliance in compliance of Hon'ble National Green Tribunal, New Delhi Order dated 25.07.2023 in Original Application No-109/2023 Sanjay Tiwari Versus Union of India & Ors.**

Respected Sir,

With reference to the above-mentioned subject the status reports of Hon'ble National Green Tribunal, order dated 25.07.2023 in OA No-109/2023 Sanjay Tiwari Versus Union of India & Ors. status report is hereby submitted for kind perusal and necessary action please.

**Enclosure: Status report.**

Yours Sincerely

(Vikas Mishra)  
Regional Officer

**Copy to:**

1. Member Secretary, U.P. Pollution Control Board, Lucknow for information.
2. Shri Pradeep Misra, Advocate, Hon'ble Supreme Court/NGT, New Delhi for perusal and necessary action please.
3. Chief Environmental Officer, Circle-1, U.P. Pollution Control Board, Lucknow for information.
4. Law Officer-I, U.P. Pollution Control Board, Lucknow for information.

Regional Officer

क्षेत्रीय कार्यालय : आई०एन०एस०-२, सेक्टर-१६, वसुन्धरा, गाजियाबाद-२०१०१२ फोन-०१२०-४१६०१०८  
मुख्यालय : TC-12V, विभूति खण्ड, गोमती नगर, लखनऊ २२६०१०

**BEFORE THE NATIONAL GREEN TRIBUNAL  
PRINCIPAL BENCH, NEW DELHI  
ORIGINAL APPLICATION NO. 109 OF 2023**

**IN THE MATTER OF:**

Sanjay Tiwari

...Applicant

Versus

Union of India &amp; Ors.

...Respondent(s)

**INDEX**

<b>S.No.</b>	<b>Description</b>	<b>Pg. No.</b>
1.	Status Report in Compliance of Hon'ble National Green Tribunal's order dated 25.07.2023 in OA 109/2023	1-6
2.	<b><u>Annexure I</u></b> – Copy of closure order issued to M/s Environ Waste Connection LLP.	7-8
3.	<b><u>Annexure II</u></b> – Copy of Hon'ble Supreme Court passed the order on dated 07.08.2023 to M/s Environ Waste Connection LLP.	9
4.	<b><u>Annexure III</u></b> – Copy of closure order revoked to M/s Environ Waste Connection LLP.	10-11
5.	<b><u>Annexure-IV</u></b> - Letter copy of UPSIDA has given the conditional consent for development of green belt.	12
6.	<b><u>Annexure V</u></b> Center Pollution Control Board has issued direction for implementing bar code system.	13-25
7.	<b><u>Annexure VI</u></b> Copy of revocation of show cause notice of M/s Environ Waste Connection LLP.	26
8.	<b><u>Annexure VII</u></b> – Detailed of LSHS purchased and consumed during April 2023 up to 25 <sup>th</sup> October 2023.	27-35
9.	<b><u>Annexure VIII</u></b> – Copy of CPCB guidelines for imposition of environmental compensation against HCF and CBWTF.	36-41

**FILED BY**

  
(Vikas Mishra)  
**Regional Officer  
Ghaziabad**

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

**Original Application No.109/2023**

**In the matter of:**

Sanjay Tiwari

...Applicant

Versus

Union of India & Ors.

...Respondent(s)

**STATUS REPORT IN COMPLIANCE OF HON'BLE NGT ORDER DATED 25.07.2023  
IN THE MATTER OF ORIGINAL APPLICATION NUMBER 109/2023, SANJAY  
TIWARI VS UNION OF INDIA AND OTHERS.**

**1. Background**

The grievance of the applicant is unscientific dumping of bio medical waste without treatment, non-tracking of transport of waste through mandatory barcode system and non-compliance of conditions subject to which environmental clearance was granted to Respondent No. 7 for installation of Common Bio-Medical Waste Treatment Facility at Phase II, UPSIDC, M.G. Road, Hapur, Uttar Pradesh.

**2. Order passed by Hon'ble Tribunal on dated 20.02.2023: -**

“.....In our view, a substantial question relating to environment due to implementation of Scheduled Enactments under NGT Act, 2010 has arisen but before taking any further action in the matter, we find it appropriate to obtain a factual report for the purpose whereof, we constitute a joint Committee comprising CPCB, SEIAA Uttar Pradesh, UPPCB and District Magistrate, Hapur who shall visit the site, collect relevant information inter-alia including authorization granted by UPPCB, designed capacity of facility and pollution control devices retrofitted and submit a factual and action taken, if any, report within two months by email at [judicial-ngt@gov.in](mailto:judicial-ngt@gov.in) preferably in the form of searchable PDF/ OCR Support PDF and not in the form of Image PDF...”

In compliance to the aforesaid direction Joint committee of Officials of District Administration, Hapur, Central Pollution Control Board, SEIAA, up and Uttar Pradesh Pollution Control Board was inspected M/s. ENVIRON WASTE CONNECTIONS LLP, BN 102 -104, Phase-III, UPSIDC, M.G. Road Industrial Area, Hapur on dated 23.03.2023 and 06.07.2023. The report is submitted in Hon,ble NGT by District Magistrate, Hapur on dated 22.07.2023.

*uppcb*

*[Signature]*

**3. Order passed by Hon'ble Tribunal on dated 25.07.2023: -**

“..... A perusal of the report shows various violations by the unit and notes have been taken by the Pollution Control Board and SEIAA. Accordingly, Control Board and SEIAA are directed to take necessary actions for violations of conditions in the environmental clearance and submit the details of environmental compensation and assessment for past violation and to ensure that unit shall not be able to operate unless and until the conditions of the environmental clearance are complied with.....”

In compliance to the aforesaid direction, Uttar Pradesh Pollution Control Board has issued closure order against the industry under section 5 of Environment (Protection) Act. 1986 vide letter no. H-98580/C-1/EP Act/H-148/Bandi Aadesh/2023 Dated 28.07.2023 (**Annexure-I**). In this regards Regional Officer, UPPCB, Ghaziabad has sent a letter to Electricity Department, Hapur for disconnection of electric supply to CBWTF. In compliance of Board order dated 28.07.2023, Electricity Department, Hapur disconnected the electric supply to CBWTF on dated 02.08.2023. CBWTF has informed to the UPPCB by E-mail dated 03.08.2023 for shut down of plant in compliance of closure order issued dated 28.07.2023.

4. CBWTF operator has filed civil appeal (4898/2023) on 31.07.2023 in Hon'ble Supreme Court against Hon'ble NGT order dated 25.07.2023 with “prayer for stay of the impugned Hon'ble NGT order dated 25.07.2023”. Hon'ble Supreme Court passed the order on dated 07.08.2023 (**Annexure-II**) “Until further orders, there shall be stay of the impugned order”. In compliance of the Hon,ble Supreme Court Order dated 07.08.2023, UPPCB has revoked closure order vide letter No. H-99163/C-1/H-148/2023 dated 10.08.2023 (**Annexure-III**).
5. That in compliance of above-mentioned order of Hon'ble NGT M/s Environ Waste Connections LLP (CBWTF) at BN:102-104, Phase-III, UPSIDC, M.G. Road Industrial Area, Hapur, Uttar Pradesh was inspected by Joint Team comprising of Shri T.U. Khan, SEAC-2, UP and Shri Vipul Kumar, Assistant Environmental Engineer, UPPCB, Ghaziabad on dated: 26.10.2023 in presence of Mr. Vijay Kumar. Director and Mr. Rohit Gupta, Director as CBWTF representative. During inspection unit was found functional.

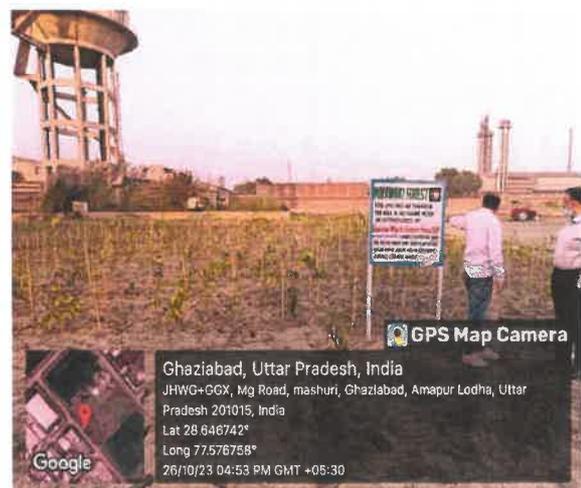
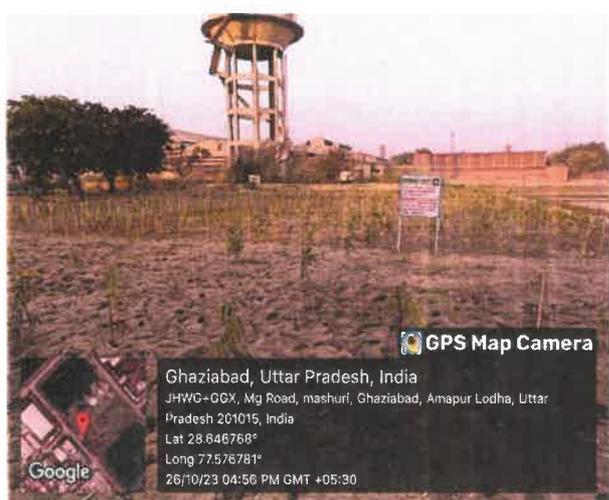
*uptes*

*[Signature]*

**Pointwise compliance status of deficiencies as per Hon,ble NGT order dated 25.07.2023 are as follows:-**

- (i) **The specific condition no. 16 provides for a minimum of 33% of the plant premises to be developed as green belt but the green belt inside the premises is approximately 300 Sq. mtr only.**

CBWTF is established at BN 102 -104, Phase-III, UPSIDC, M.G. Road Industrial Area, Hapur having total plot area of 3058 sqm. Project Proponent has developed 300 sqm green belt areas within in CBWTF premises and there is no other space vacant for green belt in the unit premises. In compliance of the Environmental Clearance condition with respect to green belt project proponent had approached to UPSIDA for adoption of park-10 in same UPSIDA industrial area, M.G. Road for development of green belt. In this regards UPSIDA vide letter number 2908/SIDA/ROG/MGR/Park dated 01/09/2023 has given the conditional consent for development of green belt (**Annexure-IV**). Presently CBWTF has developed the park in the land given by UPSIDA and planted 2250 nos trees in 750sqm of area in the park with consultation of expert agency M/s Nauka Foundation, Meerut U.P. Photograph of developed area and plantation using Miyawaki Forestation technique are as below:-



*Wsp*

*[Signature]*



- (ii) **As per information provided by the CBWTF, the total working HCF member presently are 998 out of which 19 HCF are following the bar-coding system rest are not complying.**

Center Pollution Control Board has issued direction vide letter number B-31011/BMW/(92/42.54)/2023/WMD-I3080 dated 10-08-2023 to State Pollution Control Boards (**Annexure-V**) for implementing bar code system as per CPCB guideline, work is under process. CBWTF proponent has informed that they have developed a functional infrastructure for Bar Code System developed by Butterfly Software LLP.

- (iii) **It was observed that some black and red bags category waste was found mixed yellow category waste and yellow category waste was found with blue category waste.**

During inspection it was observed that the Bio-Medical Waste stored in the designated Storage area in CBWTF as per the color coding according to BMW Rules, 2016. Site photograph taken are as below:-



*Wuply*

*[Handwritten signature]*

- (iv) **The directions issued by the Commission for Air Quality Management in National Capital Region and Adjoining Area had not been complied with.**

In non-compliance of direction issued by Commission for Air Quality Management in National Capital Region and Adjoining Area, UPPCB has imposed environmental compensation of Rs. 10,40,000/- with revocation of show cause notice dated 21.04.2023 vide letter number H-97930/C-1/BMW-11/K.Ba.No-Nichep/2023 dated 19.07.2023 (**annexure-VI**). UPPCB representative also informed that CBWTF has deposited the environmental compensation Rs. 10,40,000/- in UPPCB on 02.08.2023.

It was observed that Presently CBWTF is using LSHS (Low Sulphur High Speed) as a fuel in Incinerator as per the directions of CAQM. Thus CBWTF is complying the direction issued by the Commission for Air Quality Management in National Capital Region and Adjoining Area. The details of the LSHS purchased and consumed during April 2023 up to 25<sup>th</sup> October 2023, used as fuel in Incinerator is attached here with as **annexure-VII**.

- (v) **The previous show cause notice with regard to environmental compensation was revoked and further environmental compensation was assessed Rs. 10,40,000/- without giving any details of parameter of calculation.**

Environmental Compensation was calculated on the methodology of Central Pollution Control Board for imposition of environmental compensation against HCF and CBWTF, prepared by CPCB in compliance of Hon'ble NGT order dated 12.03.2019 in the matter of OA 710/2017. CPCB guidelines is annexed as **Annexure-VIII**. Calculation of Environmental Compensation calculation is as below:-

Environmental Compensation for on CBWTF =  $PI \times S \times R \times N$

Where,

PI=Pollution Index

S=Size of operation

R=Environmental Compensation factor

N=Number of days of Violation

Environmental Compensation for on CBWTF =  $40 \times 1 \times 250 \times 104$   
= 10,40,000/-

*upt*

- (vi) **The specific condition of minimum land area required under environmental clearance had not been complied with.**

As per Revised CPCB Guidelines for Common Bio Medical Waste Treatment and Disposal Facilities dated: 21 December.2016, The Minimum land requirement is 0.5 acre (i.e. 2500 Sq Yard) for CBWTF. Whereas CBWTF is established at Plot No. BN:102-104, Phase- III, UPSIDA, M.G. Road Industrial Area, Hapur, (U.P.), The Area of Plots is 0.75 Acre (3630 Sq Yard). The CBWTF is established in notified industrial area of UPSIDA.

CBWTF is having is valid Consent to operate (CTO) and Hazardous Waste Management (HWM) authorization as per the provision of Air (Prevention and Control of Pollution) act 1981, Water (Prevention and Control of Pollution) act 1974 and Hazardous Waste Management rules 2016.

The above status report is based on the site visit and documents provided by CBWTF representatives.

  
(Vipul Kumar)  
AEE, R.O office UPPCB  
Ghaziabad (UPPCB representative)

  
(T.U. Khan)  
Member, SEAC-2  
(SEIAA, U.P. representative)



## उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड

### UTTAR PRADESH POLLUTION CONTROL BOARD

Ref No- H 98580 / C-1 / ई0पी0 एक्ट / एच-148 / बन्दी आदेश / 2023

Date: 28.07.2023

सेवा में,

पंजीकृत

मैसर्स इन्वायरन वेस्ट कनेक्शन एल0एल0पी0,  
बी0एन0-102, 104, फेज-3, यू0पी0सी0डा0 औद्योगिक क्षेत्र,  
एम0जी0 रोड, हापुड़।

यह कि इकाई मैसर्स इन्वायरन वेस्ट कनेक्शन एल0एल0पी0, बी0एन0-102, 104, फेज-3, यू0पी0सी0डा0 औद्योगिक क्षेत्र, एम0जी0 रोड, हापुड़ जिसे आगे उद्योग कहा जायेगा, जो कॉमन बायो मेडिकल वेस्ट ट्रीटमेंट एण्ड डिस्पोजल फैसिलिटी हेतु उपरोक्त वर्णित स्थल पर स्थापित/संचालित है तथा पर्यावरण संरक्षण अधिनियम, 1986 की धारा-16 के अन्तर्गत एक कम्पनी है।

यह कि इकाई मैसर्स इन्वायरन वेस्ट कनेक्शन एल0एल0पी0, बी0एन0-102, 104, फेज-3, यू0पी0सी0डा0 औद्योगिक क्षेत्र, एम0जी0 रोड, हापुड़ के सम्बन्ध में माननीय राष्ट्रीय हरित अधिकरण, नई दिल्ली में योजित ओ0ए0 संख्या 109/2023 संजय तिवारी बनाम यूनियन ऑफ इण्डिया व अन्य में पारित आदेश दिनांक 20.02.2023 के माध्यम से मा0 अधिकरण द्वारा केन्द्रीय प्रदूषण नियंत्रण बोर्ड, एस0ई0आई0ए0 उ0प्र0, उ0प्र0 प्रदूषण नियंत्रण बोर्ड एवं जिलाधिकारी, हापुड़ की अध्यक्षता में गठित संयुक्त समिति द्वारा अपनी संयुक्त निरीक्षण आख्या दिनांक 22.07.2023 मा0 एन0जी0टी0 में दाखिल की गयी। तत्पश्चात मा0 एन0जी0टी0 द्वारा उक्त ओ0ए0 में दिनांक 25.07.2023 को पारित आदेश के सुसंगत अंश निम्नवत् हैं—

.....3. A perusal of the report shows various violations by the unit and notes have been taken by the Pollution Control Board and SEIAA. Accordingly, Control Board and SEIAA are directed to take necessary actions for violations of conditions in the environmental clearance and submit the details of environmental compensation and assessment for past violation and to ensure that unit shall not be able to operate unless and until the conditions of the environmental clearance are complied with.

.....2/-

अतः मा० राष्ट्रीय हरित अधिकरण द्वारा पारित उपरोक्त आदेश के अनुपालन में पर्यावरण (संरक्षण) अधिनियम, 1986 की धारा-5 के अर्न्तगत राज्य बोर्ड को प्रदत्त शक्तियों के अधीन सक्षम अधिकारी के अनुमोदनोपरान्त संदर्भित सी०बी०डब्लू०टी०एफ० इकाई मैसर्स इन्वायरन वेस्ट कनेक्शन एल०एल०पी०, बी०एन०-102, 104, फेज-3, यू०पी०सी०डा० औद्योगिक क्षेत्र, एम०जी० रोड, हापुड़ को निम्नानुसार निर्देश जारी किये जाते हैं-

1. यह कि इकाई मैसर्स इन्वायरन वेस्ट कनेक्शन एल०एल०पी०, बी०एन०-102, 104, फेज-3, यू०पी०सी०डा० औद्योगिक क्षेत्र, एम०जी० रोड, हापुड़ में संचालन/उत्पादन कार्य पर्यावरणीय स्वीकृति में वर्णित शर्तों का अनुपालन सुनिश्चित होने तक संचालन बंद किया जाता है।
2. यह कि इकाई मैसर्स इन्वायरन वेस्ट कनेक्शन एल०एल०पी०, बी०एन०-102, 104, फेज-3, यू०पी०सी०डा० औद्योगिक क्षेत्र, एम०जी० रोड, हापुड़ को मिलने वाली विद्युत एवं जल आपूर्ति को बन्द कर दिया जाये।
3. यह कि इकाई को बोर्ड के संदर्भ संख्या 183366/UPPCB/Circle1(UPPCBHO)/CTO/both/HAPUR/2023 Date: 28/07/2023 द्वारा जारी सशर्त सी०टी०ओ० एवं सन्दर्भ संख्या 17129205 and Date:-01/09/2022 द्वारा जारी जैव चिकित्सा अपशिष्ट प्राधिकार बन्दी की अवधि हेतु निलम्बित रहेंगे।

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by VIVEK ROY  
Date: 2023.07.28  
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(विवेक राय)

मुख्य पर्यावरण अधिकारी  
वृत्त-1

**प्रतिलिपि:-** निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित:-

1. जिलाधिकारी, हापुड़।
2. अधिशासी अभियन्ता, पश्चिमांचल विद्युत वितरण निगम लि०, हापुड़ को इस आशय से प्रेषित की उद्योग की विद्युत आपूर्ति तत्काल विच्छेदित करने का कष्ट करे।
3. मुख्य चिकित्सा अधिकारी, हापुड़।
4. क्षेत्रीय अधिकारी, उ०प्र० प्रदूषण नियंत्रण बोर्ड, गाजियाबाद को इस निर्देश के साथ प्रेषित कि अनुवर्ती कार्यवाही करते हुये आख्या स्पष्ट संस्तुति सहित 15 दिन में आवश्यक रूप से प्रेषित करना सुनिश्चित करें।

VIVEK ROY Digitally signed  
by VIVEK ROY  
Date: 2023.07.28  
18:55:28 +05'30'

मुख्य पर्यावरण अधिकारी  
वृत्त-1

ITEM NO.64

COURT NO.4

SECTION XVII

S U P R E M E C O U R T O F I N D I A  
R E C O R D O F P R O C E E D I N G S

Civil Appeal No(s). 4898/2023

ENVIRON WASTE CONNECTIONS LLP

Appellant(s)

VERSUS

UNION OF INDIA &amp; ORS.

Respondent(s)

(IA No. 151259/2023 - EXEMPTION FROM FILING C/C OF THE IMPUGNED JUDGMENT, IA No. 151260/2023 - STAY APPLICATION)

Date : 07-08-2023 This matter was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE B.R. GAVAI  
HON'BLE MR. JUSTICE PAMIDIGHANTAM SRI NARASIMHA  
HON'BLE MR. JUSTICE PRASHANT KUMAR MISHRAFor Appellant(s) Mr. Atmaram N.S. Nadkarni, Sr. Adv.  
Mr. Saurabh Rajpal, AOR  
Mr. Vinay Kumar Singh, Adv.

For Respondent(s)

UPON hearing the counsel the Court made the following  
O R D E R

1. Issue notice.
2. Dasti service, in addition, is granted.
3. In addition to the usual mode, liberty is granted to the petitioner to serve notice through the Standing Counsel for the respondent(s).
4. Until further orders, there shall be stay of the impugned order.

Signature valid

Digitally signed by NARENDRA PRASAD  
Name: Narendra Prasad  
Date: 2023.08.07  
18:22:15  
Reason: I am the author of this document.  
ASTT. REGISTRAR-cum-PS(ANJU KAPOOR)  
COURT MASTER (NSH)



संदर्भ सं०

Ref H99163 /C-1/ H-140/2023

168  
उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड  
UTTAR PRADESH POLLUTION CONTROL BOARD

दिनांक  
Date - 10-8-23

सेवा में,

मैसर्स इन्वायरन वेस्ट कनेक्शन एलएलपी,  
बी०एन०-102, 104, फेज-3, यूपीसीडा औद्योगिक क्षेत्र,  
एम०जी० रोड, हापुड।

विषय:- पर्यावरण (संरक्षण) अधिनियम, 1986 की धारा-5 के अन्तर्गत बोर्ड के पत्र संख्या  
एच-98580/सी-1/ई०पी०एक्ट/एच-148/बन्दी आदेश/2023 दिनांक 28.07.2023 द्वारा  
जारी बन्दी आदेश के सशर्त निक्षेपण के संबंध में।

महोदय,

कृपया उपरोक्त विषयक के संबंध में अपने ई-मेल दिनांक 07.08.2023 का संदर्भ ग्रहण करने का कष्ट करें, जिसके द्वारा मा० सुप्रीम कोर्ट द्वारा सिविल अपील संख्या 4898/2023 इन्वायरन वेस्ट कनेक्शन एलएलपी बनाम यूनियन आफ इण्डिया एवं अन्य (आईए संख्या- 151259/2023 Exemption from filing c/c of the impugned Judgement, IA No. 151260/2923 - Stay Application) में पारित स्थगन आदेश दिनांक 07.08.2023 की प्रति संलग्न करते हुए मा० एन०जी०टी० द्वारा ओ०ए० संख्या- 109/2023 संजय तिवारी बनाम यूनियन आफ इण्डिया व अन्य में पारित आदेश दिनांक 25.07.2023 के अनुक्रम में बोर्ड के पत्र दिनांक 28.07.2023 द्वारा पर्यावरण (संरक्षण) अधिनियम, 1986 की धारा-5 के अन्तर्गत जारी बन्दी आदेश को निक्षेपित किए जाने का अनुरोध किया गया है। मा० सुप्रीम कोर्ट द्वारा सिविल अपील संख्या 4898/2023 इन्वायरन वेस्ट कनेक्शन एलएलपी बनाम यूनियन आफ इण्डिया एवं अन्य में पारित स्थगन आदेश दिनांक 07.08.2023 निम्नानुसार है:-

“-----4. Until further orders, there shall be stay of the impugned order.”

उक्त के अनुक्रम में सक्षम स्तर से प्राप्त अनुमोदन के उपरान्त उद्योग के विरुद्ध बोर्ड के पत्रांक एच-98580/सी-1/ई०पी०एक्ट/एच-148/बन्दी आदेश/2023 दिनांक 28.07.2023 द्वारा जारी बन्दी आदेश को निम्नलिखित शर्तों के साथ सशर्त निक्षेपित किया जाता है:-

1. बोर्ड द्वारा जारी बन्दी आदेश दिनांक 28.07.2023 मा० उच्चतम न्यायालय द्वारा जारी स्थगन आदेश दिनांक 07.08.2023 एवं मा० उच्चतम न्यायालय द्वारा जारी अग्रिम आदेशों के आधीन निक्षेपित माना जाए।
2. यह कि इकाई द्वारा बोर्ड के आनलाइन संदर्भ संख्या-183366/UPPCB/Circle1 (UPPCBHO)/ CTO/both/HAPUR/2023 Date: 28-07-2023 द्वारा जारी सशर्त सहमति जल/वायु एवं आनलाइन संदर्भ संख्या- 17129205 dated 01-09-2022 द्वारा जारी जैव चिकित्सा अपशिष्ट प्राधिकार जोकि बन्दी आदेश निक्षेपण की तिथि से पुनः प्रभावी है, की शर्तों का अक्षरशः अनुपालन सुनिश्चित किया जाए।

सक्षम स्तर से अनुमोदित एवं पत्र निर्गमन हेतु अधिकृत।

भवदीय

(विवेक राय)

मुख्य पर्यावरण अधिकारी,  
OH वृत्त-1

टी.सी. - 12 वी, विभूति खण्ड, गोमती नगर,  
लखनऊ - 226 010  
दूरभाष : 0522-2720828, 2720831  
फैक्स : 0522-2720764, 2720676  
ई-मेल : info@uppcb.com  
वेबसाइट : www.uppcb.com

T.C.-12 V, Vibhuti Khand, Gomti Nagar  
Lucknow - 226 010  
Phone : 0522-2720828, 2720831  
Fax : 0522-2720764, 2720676  
E-mail : info@uppcb.com  
Website : www.uppcb.com

प्रतिलिपि:— निम्नलिखित को सूचनार्थ एवं अग्रिम आवश्यक कार्यवाही हेतु प्रेषित:—

1. महानिदेशक, चिकित्सा स्वास्थ्य एवं परिवार कल्याण, केसरबाग, लखनऊ को मा0 सुप्रीम कोर्ट द्वारा सिविल अपील संख्या 4898/2023 इन्वायरन वेस्ट कनेक्शन एलएलपी बनाम यूनियन आफ इण्डिया एवं अन्य में पारित स्थगन आदेश दिनांक 07.08.2023 जिसके द्वारा मा0 एन0जी0टी0 द्वारा ओ0ए0 संख्या— 109/2023 संजय तिवारी बनाम यूनियन आफ इण्डिया व अन्य में पारित सम्पूर्ण आदेश दिनांक 25.07.2023 पर stay लगाया गया है, के अनुपालन में इस अनुरोध के साथ प्रेषित कि मैसर्स इन्वायरन वेस्ट कनेक्शन एल0एल0पी0, हापुड़ से संबद्ध अस्पतालों/नर्सिंग होम्स को अपने बायो मेडिकल वेस्ट का निस्तारण पुनः संदर्भित संस्था मैसर्स इन्वायरन वेस्ट कनेक्शन एल0एल0पी0, बी0एन0-102, 104, फेज-3, यूपीसीडा औद्योगिक क्षेत्र, एम0जी0 रोड, हापुड़ के माध्यम से कराये जाने हेतु संबंधित अधिकारी को निर्देशित करना चाहें।
2. जिलाधिकारी, हापुड़।
3. मुख्य चिकित्सा अधिकारी, हापुड़।
4. अधिशासी अभियंता, पश्चिमांचल विद्युत वितरण निगम लि0 हापुड़ को इस आशय से कि मा0 सुप्रीम कोर्ट द्वारा सिविल अपील संख्या 4898/2023 इन्वायरन वेस्ट कनेक्शन एलएलपी बनाम यूनियन आफ इण्डिया एवं अन्य में पारित स्थगन आदेश दिनांक 07.08.2023 जिसके द्वारा मा0 एन0जी0टी0 द्वारा ओ0ए0 संख्या— 109/2023 संजय तिवारी बनाम यूनियन आफ इण्डिया व अन्य में पारित सम्पूर्ण आदेश दिनांक 25.07.2023 पर stay लगाया गया है, के अनुपालन में तत्काल उद्योग का पुनः विद्युत संयोजन करने का कष्ट करें।
5. क्षेत्रीय अधिकारी, उ0प्र0 प्रदूषण नियंत्रण बोर्ड, गाजियाबाद।

मुख्य पर्यावरण अधिकारी,

वृत्त-1

U.P. State Industrial  
Development Authority

170



Annexure-10  
REGIONAL OFFICE:  
U.P.S.I.D.A.  
C-2, 4<sup>th</sup> Floor, Mahaluxmi Mall,  
RDC, Raj Nagar,  
GHAZIABAD (UP)  
Phone : 2821103  
Fax : 2822157  
Website : [www.upsidc.com](http://www.upsidc.com)  
CIN - U26960UP1961SGC002834

संदर्भ संख्या 2908 /एसआईडीए/आरओजी/ m G R / Lok दिनांक 11/9/23

विषय:- औद्योगिक क्षेत्र, मसूरी गुलावटी रोड, यूपीसीडा में स्थित पार्क सं० 10 के सौन्दर्यकरण, रख-रखाव एवं मियाबाकी की स्थापना हेतु उपलब्ध कराने के सम्बन्ध में।

महोदय,

कृपया उपरोक्त विषयक क्षेत्रीय कार्यालय को प्रेषित अपने पत्र दिनांक 28.08.2023 का संदर्भ लेने का कष्ट करें, जिसके द्वारा औद्योगिक क्षेत्र, मसूरी गुलावटी रोड, यूपीसीडा में स्थित पार्क सं० 10 के सौन्दर्यकरण, रख-रखाव एवं मियाबाकी की स्थापना हेतु उपलब्ध कराने देने का अनुरोध किया गया है।

उक्त के सम्बन्ध में मुख्यालय द्वारा अनुमोदित शर्तों पर औद्योगिक क्षेत्र, मसूरी गुलावटी रोड, यूपीसीडा में स्थित पार्क सं० 10 के सौन्दर्यकरण, रख-रखाव एवं मियाबाकी की स्थापना हेतु निम्नलिखित शर्तों पर सहमति प्रदान की जाती है:-

1. आपके पक्ष में पार्क सं० 10 में स्थित 50 X 50 मीटर जिसमें पानी की टंकी स्टाफ क्वार्टर एवं पम्प हाउस स्थित है को छोड़ते हुए किया गया है उपरोक्त परिसर का आप कोई उपयोग नहीं करेगे।
2. आप द्वारा पार्क सं० 10 की भूमि पर कोई स्थायी निर्माण नहीं कराया जायेगा।
3. पार्क सं० 10 का उपयोग पेड-पौधे लगाने के लिये किया जायेगा।
4. पार्क सं० 10 की भूमि पर प्राधिकरण का स्वामित्व होगा एवं प्राधिकरण अपने किसी भी प्रयोग हेतु कभी भी पार्क एवं हरित पट्टी की भूमि वापस ले सकता है। इससे आपको कोई आपत्ति नहीं होगी।
5. पार्क सं० 10 पर लगाये वृक्षों की नियमानुसार आप द्वारा छटाई किये जाने पर प्राधिकरण को कोई आपत्ति नहीं होगी।
6. आप द्वारा पार्क का प्रयोग, पार्क के अतिरिक्त किसी अन्य उपयोग हेतु नहीं किया जायेगा।
7. पार्क सं० 10 का रख-रखाव आप द्वारा स्वयं अपने संसाधनों से कराया जायेगा।
8. पार्क सं० 10 पर अतिक्रमण से सुरक्षा कराने की जिम्मेदारी आपकी होगी। इस संबंध में प्राधिकरण आपका यथाउचित सहयोग करेगा।
9. प्राधिकरण के आवंटित एवं उसके कर्मचारी तथा प्राधिकरण के कर्मचारीगण पार्क में बिना किसी प्रवेश शुल्क के प्रवेश कर सकेगें (प्राधिकरण की अनुमति के उपरान्त यदि कोई शुल्क भविष्य में लगाया जाता है)।
10. आप किसी व्यक्ति या संस्था को पार्क का आंशिक या पूर्ण भाग किराये पर नहीं दे सकेगें और न ही किसी प्रकार का अधिभार सृजित करेगे।
11. प्राधिकरण को किसी भी समय आप को दी गई पार्क की भूमि को वापस लेने का अधिकार होगा। ऐसी स्थिति में आप पार्क में लगाये गये पेड़ों को स्थानान्तरित करने (यदि संभव हो, आवश्यक अनुमति के साथ) लगाये गये अन्य उपकरण (झूले आदि) एवं अस्थाई निर्माण को बिना पार्क की सुंदरता खराब किये 30 दिनों में हटा सकेगे।
12. पार्क में प्रकाश एवं पानी तथा ड्रेनेज आदि की व्यवस्था आप स्वयं अपने संसाधनों से करेगें इसमें प्राधिकरण द्वारा कोई वित्तिय भार देय नहीं होगा।

उपरोक्त शर्तों पर पार्क सं० 10 के रख-रखाव हेतु कितनी अवधि तक आप द्वारा लेने पर सहमत है, से अवगत कराये, तदोपरान्त पार्क का कब्जा हस्तगत करना संभव हो सके।

संलग्नक:- यथोक्त

भवदीय

क्षेत्रीय प्रबन्धक

संख्या:-  
प्रतिलिपि:-

/एसआईडीए/

दिनांक:-

1. प्रभारी (औ०क्ष०) उ०प्र०रा०औ०वि०प्रा०, ए-1/4, लखनपुर, कानपुर को सूचनार्थ प्रेषित।
2. उप-महाप्रबन्धक (सिविल), निर्माण खण्ड-प्रथम, उ० प्र० रा० औ० वि० प्रा०, गाजियाबाद को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।

क्षेत्रीय प्रबन्धक

नोट:- आवंटन एवं आवंटन के पश्चात आवंटित सुविधाओं हेतु उत्तर प्रदेश की Single window portal [www.niveshmitra.up.nic.in](http://www.niveshmitra.up.nic.in) पर रजिस्टर कर आवेदन करें।



171

Annexure-D  
केन्द्रीय प्रदूषण नियंत्रण बोर्ड  
CENTRAL POLLUTION CONTROL BOARD  
पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय भारत सरकार  
MINISTRY OF ENVIRONMENT, FOREST & CLIMATE CHANGE GOVT. OF INDIA

By Speed Post

F.No. B-31011/BMW (92/42.54)/2023/WMD-I 3080

August 10, 2023

To,

The Member Secretary,  
All SPCBs/PCCs

**Sub: Implementation of CPCB Guidelines for Bar Code System for Effective Management of Bio-medical Waste.**

Sir,

This has reference to the CPCB guidelines for Bar Code System for Effective Management of Bio-medical Waste. Said guidelines stipulates about the specification of the barcode label in which Unique number of Healthcare Facility is required to be given by the concerned State Pollution Control Board/Pollution Control Committee and upload the list of HCF along with unique number at their website. However, it is observed that the said Unique number has not issued to the Healthcare Facilities by the SPCB/PCC and hence the implementation of barcode system is not yet implemented effectively.

It is to inform that CPCB is in process of developing a centralized barcode system by integrating APIs with individual barcode software of CBWTF/SPCB. For the said purpose, the requirement of issuing unique number to HCF is very essential.

In view of above, it is requested to kindly resolve the issue with regard to issuance of Unique number to the healthcare facilities in line with the afore-said CPCB guidelines and ensure that every HCF is holding one unique number. Action taken report may kindly be provided within 15 days of the issue of this letter.

Yours faithfully,

(V. P Yadav)

Director & Head

Waste Management Division -I

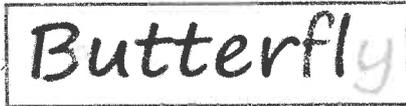
Copy to:

(i) Shri Vinod Kacchadia,  
President, CBWTF association of India,  
307-308, Century Centre,  
Near Gujarat Samachar Press,  
Kanta Stri Vikas Gruh Road,  
Rajkot -360002, Gujarat.

: For kind information.

(V. P Yadav)

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

**Butterfly Software LLP**

F 213/A Lado Sarai, New Delhi 110 030

Telefax : 011 29522552

delhi@butterflysoftware.in

Dated: 10-July-2020

**TO WHOM SO EVER IT MAY CONCERN**

We are happy to confirm that M/S Environ Waste Connections LLP has chosen M/S Butterfly Software LLP as their channel partner for Bar-coding services of Bio Medical waste (BMW).

The services for the same are active for all HCFs who have or will become member of Butterfly Software LLP.

Thanks &amp; Regards

  
Abhishek Bhatte

CEO

Butterfly Software LLP



AGREEMENT

This Agreement made at Mohali on this 15<sup>th</sup> day of May 2020

BETWEEN

M/s Butterfly Softwares LLP 1139 Sector 69 Mohali Punjab 160062 a partnership firm registered under Limited Liability Partnership Act 2008 through its **Designated Partner Mr Sarabjit Singh** as a **First Party**

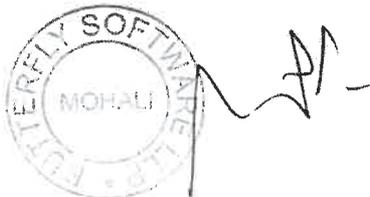
AND

M/s ENVIRON WASTE CONNECTIONS LLP having a Common Bio-Medical Waste Treatment Facility (CBWTF) located at BN-102-104, Phase-III, UPSIDC, MG Road Indl. Area, Ghaziabad, Hapur 201015 through its **Director Mr Rohit Gupta** as a **Second Party**.

- A. AND WHEREAS the First Party has developed a bar coding system for management of Bio-Medical Waste (BMW) which is being used since 2012 by many Common Bio Medical Waste Treatment Facilities (CBWTFs) and Health Care Facilities (HCFs). The system consists of software as well as hardware.
- B. AND WHEREAS the Second Party is operating a CBWTF at Ghaziabad, Hapur. It has now become mandatory as per BMW Rules 2016 for every CBWTF to have a Bar Code Based System for collection of BMW from its member HCFs. Also HCFs should give all waste for treatment through bar coding.
- C. AND WHEREAS the First Party showed its system to the Second Party and the Second Party has preferred to use the system. This version of the system is called "*FIRST*". There are five modules in the version "*FIRST*" viz Members Management, Waste Collection, Transport, Stocks and Billing & Payment. This Agreement is for use of two modules only viz **Members Management and Waste Collection**. For remaining modules, if agreed to be used, a supplementary agreement shall be executed between the parties and usage charges etc. shall be decided separately. And the said supplementary agreement, if made, shall be part of this Agreement.
- D. AND WHEREAS after detailed discussion and protracted negotiations both the parties hereto have agreed to record the terms and conditions of this Agreement as appearing hereinafter.

#### 1 GRANT OF USAGE RIGHTS OF THE SOFTWARE

The FIRST PARTY grants non exclusive, non – transferable rights to the SECOND PARTY to use the Software *FIRST* exclusively for its own use subject to the terms and conditions of this Agreement. The SECOND PARTY shall use



the software in executable format for its own use for the said Ghaziabad CBWTF only and shall not however transfer or sublicense the software to any third party in whole or in part in any form whether modified or unmodified until separate agreements are made between the Parties for other units (CBWTFs) of the SECOND PARTY. The FIRST PARTY shall however under no circumstances refuse to let the SECOND PARTY use the software in any of its CBWTF in operation at present or to come in future in the country.

## 2 PROCEDURE

That the procedure for implementation of the software is as under:

- i) Detail of each HCF shall be entered in the software by the SECOND PARTY (at its own or through HCF) and a unique ID code shall be generated by the system for each HCF.
- ii) Bar Code stickers shall then be generated, printed and sold to HCFs by the FIRST PARTY. SECOND PARTY shall distribute stickers through its waste collection vehicles or other existing staff visiting HCFs.
- iii) HCFs shall paste the stickers on waste bags before handing over waste to the SECOND PARTY CBWTF.
- iv) The SECOND PARTY shall be having a set of hardware i.e. an android based smart phone with data sim card and an electronic BT enabled weighing scale. Some spare weighing scales would also be needed.
- v) The bags from HCFs shall be collected by the SECOND PARTY weighing and scanning through hardware and all data would go online.
- vi) In a rare event of a particular any scanning hardware not working, waste detail shall be noted by SECOND PARTY staff collecting waste and data shall be manually entered in the software by the SECOND PARTY through internet connected local PC at its CBWTF. This data entered manually shall also go to the Server.
- vii) The bags shall be re-scanned by the SECOND PARTY once they reach its CBWTF and a matching report would be generated by the system.
- viii) The SECOND PARTY would be requiring a PC with an internet connection and a scanner connected to an electronic weighing scale at its facility to rescan bags.
- ix) In case some HCFs (generally above 30 bedded) buys their own set of hardware's from the FIRST PARTY and scan waste bags on their own then these bags may not be scanned by the SECOND PARTY vehicles picker but surely these would be endorsed and re-scanned at SECOND PARTY's CBWTF



- x) Various reports related to HCFs management and waste collected shall be generated and available to the SECOND PARTY, HCFs and even State Pollution Control Board.
- xi) The FIRST PARTY shall create a web page for each member HCF and a URL shall be provided to each HCF on which it's daily waste register, monthly updation of quantity of waste shall be updated.

### 3 HARDWARE

Electronic BT enabled weighing scales for SECOND PARTY each running vehicles shall be provided by the FIRST PARTY at its own cost and shall remain its property. SECOND PARTY will be required to procure its own Android smart phone and data sim card. The cost of hardware for re-scanning and as mentioned in sub-para 2(vi) shall be procured by the SECOND PARTY at its own cost.

The FIRST PARTY reserves the right to have the hardware of its choice or to change the weighing scale hardware during the course of Agreement based on performance, convenience of use, technology or other reasons. All or any costs for replacement shall be borne by the FIRST PARTY.

### 4 SPARE HARDWARE

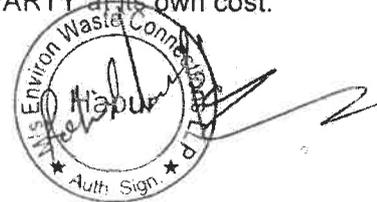
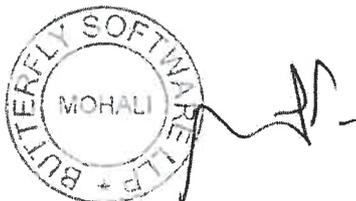
The FIRST PARTY shall provide weighing scales hardware for each running vehicle of the SECOND PARTY. Spare weighing scales maximum 10% of the number of running vehicles shall also be provided by the FIRST PARTY at its own cost.

### 5 MAINTENANCE OF HARDWARE

Maintenance of weighing scales during respective warranty periods provided by the manufacturers and after warranty period is SECOND PARTY's responsibility and shall be got done by the SECOND PARTY at its own cost and resources. The maintenance shall be carried out in following manner:

- (i) For Weighing Scales – The SECOND PARTY would require to engage a local technician to carry out repairs at the Facility. FIRST PARTY shall try to procure weighing scale from a manufacturer who has a local repair facility.

It would be upto SECOND PARTY's facility manager to ensure that hardware is maintained appropriately and there is no deficiency in services to HCFs due to inadequate hardware support. If more spare hardware, than mentioned in para 4 is required because of inefficient maintenance of hardware by the SECOND PARTY, then these shall be procured by the SECOND PARTY at its own cost.



## 6 WARRANTIES OF HARDWARE

Warranty of weighing scales is 12 months as per manufacturer but battery is 6 months. Warranties shall be as per term of respective manufacture and shall not apply to any damage due to mishandling etc.

## 7 REPLACEMENTS

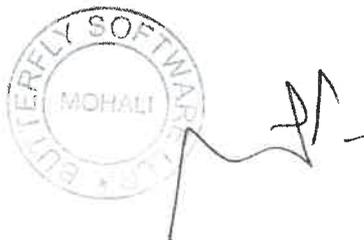
- i) The average expected life of Weighing Scale is 6-8 years. The FIRST PARTY shall replace scales after 6 years of use at its own cost. Only those Hardware would be replaced which requires replacement. If any hardware is working well even after it's average expected life then it shall continue to be used.
- ii) If any hardware requires replacement before the above period of 6 years or 8 years due to manufacturing defect then it would also be replaced by the FIRST PARTY. However if any hardware needs replacement because of reasons for mis-use, mishandling, theft, erratic power supply while charging, damage due to carelessness etc then it would be replaced by the FIRST PARTY but at full costs to be paid by the SECOND PARTY.

## 8 OWNERSHIP

The original and any copies of the software including translations, compilations, partial copies, modifications, updates, web sites, web pages and all data are and shall remain the sole property of FIRST PARTY which can be used, modified by the FIRST PARTY in any way at its sole discretion and SECOND PARTY shall have no objection to it until it affects any term of this Agreement. The SECOND PARTY shall not use or share any of the items mentioned here in anyway except for its own use or to share with State Pollution Control Board or other Government bodies.

## 9 PROPRIETARY RIGHTS

The SECOND PARTY recognizes that FIRST PARTY regards the software as its proprietary information and a confidential trade secret of great value. SECOND PARTY agrees not to provide or to otherwise make available in any form the Software, Data or any portion thereof to any person or company. SECOND PARTY further agrees to treat the Software with at least the same degree of care with which SECOND PARTY treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Software. Similarly the web sites, URLs domains or any other such sites created by the FIRST PARTY even if for the use of SECOND PARTY, HCFs or SPCB shall remain the exclusive property of the FIRST PARTY and it can use it in any form it wants.



The FIRST PARTY shall also maintain the same confidentiality to any information of the SECOND PARTY and the FIRST PARTY undertakes to hand over such all data and information to the SECOND PARTY at the time of termination of this agreement.

## 10 REPORTS OF SOFTWARE

That after scanning and re-scanning of waste bags as mentioned in Para 2, following reports would be available online based on selection:

### i) Member Strength Report:

- District-wise Report.
- Route-wise Report
- Town-wise Report
- Overall Report

### ii) Bio-Medical Waste Collection Report: (Date-wise, Month-wise, year-wise)

- Member-wise Report
- District-wise Report
- Route-wise Report
- Overall Report
- Overdue Collection Report (exceeding 48 hours)

### iii) Bio- Medical Waste Matching Report

Matching chart of number of bags and weight collected and reaching at facility (subject to retention of bar code stickers on bags when they reach the Facility and rescanning is done by the SECOND PARTY.)

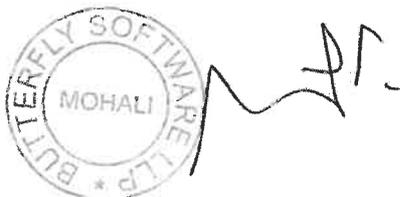
### iv) Web page creation for HCFs.

Each HCF shall be given a web page on which following would be maintained.

- Daily waste register
- Monthly waste report.

## 11 MODIFICATION UPGRADATION OR CUSTOMIZATION IN SOFTWARE

If SECOND PARTY wants any modification, upgradation or customization in the Software then the same shall be notified to the FIRST PARTY in writing, and if possible technically, or within the capability of FIRST PARTY, it shall be done within reasonable period of time and at an extra cost to be decided before start of such modifications. A supplement agreement shall then be made for such changes to be appended to this main Agreement. A such supplement agreements shall be governed by terms and condition of this Agreement

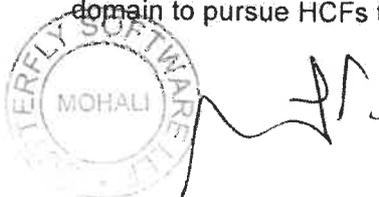


## 12 PERFORMANCE OF SOFTWARE

- i) In the case the SECOND PARTY has technical questions or problems in the use of Software then the SECOND PARTY may submit those questions to FIRST PARTY. FIRST PARTY shall provide free consultation on the subject either online or onsite without any charge to the SECOND PARTY except actual cost of travelling, lodge, food etc if incurred. These costs shall be reimbursed by the SECOND PARTY to the FIRST PARTY.
- ii) FIRST PARTY shall not be responsible if any part of software does not perform satisfactorily due to limitation in practical application of program other than deficiency in software. These limitations may be like non-availability of good internet connectivity, temporary problem with online server, success rate of bar-code scanning, performance of hardware, hacking etc.
- iii) FIRST PARTY shall also ensure to the best of its ability that there is no malfunctioning of the software and any data loss due to any reason. FIRST PARTY shall ensure to the best of its ability keeping the server in good condition. There shall however be no financial or legal liability on the FIRST PARTY in event of any data loss or less than satisfactory performance of the software, hardware or server. The SECOND PARTY shall advice all its HCFs to make a hard copy of monthly data as back up.

## 13 IMPLEMENTATION SCHEDULE RESPONSIBILITIES

- i) Marketing to HCFs shall be done in the following sequence:
  - a. Above 100 bedded
  - b. Above 50 bedded
  - c. Below 50 bedded & OPDs, GPs, Dentals etc.
- ii) FIRST PARTY shall install weighing scales in 20% of vehicle strength of the SECOND PARTY within 45 days from date of start and keep on adding more weighing scales thereafter.
- iii) All clients shall be covered within 6 month from the date of start.
- iv) Date of start shall be 15 days from the date of signing of Agreement.
- v) The SECOND PARTY shall share details of HCFs entered by it in the system for generation of bar code stickers, web pages etc.
- vi) The FIRST PARTY shall also put in its best efforts to market and cover HCFs as per above schedule but Since SECOND PARTY is operating in the areas for last many years so it shall be in the SECOND PARTY's domain to pursue HCFs to adopt the system.



- vii) The SECOND PARTY shall also pursue using its goodwill with SPCB and other local organizations for implementation of the system.
- viii) The SECOND PARTY shall assist in distribution of bar code labels, invoices and in collection of payment especially from smaller HCFs through its existing staff. Payments collected by the SECOND PARTY would be handed over to FIRST PARTY's local representative. Similarly any labels or invoices to be distributed to HCFs by the SECOND PARTY would be delivered by the FIRST PARTY CBWTF site. FIRST PARTY shall maintain adequate local staff to coordinate these activities.

#### 14 REVENUE FROM HCFs.

Following charges shall be paid by HCFs to the FIRST PARTY.

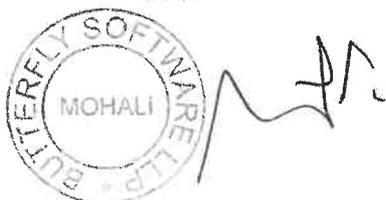
- i) One-time web page creation charges.
- ii) Hardware (weighing scale) cost from those HCFs (generally 30 and above bedded) which prefer to have its own dedicated hardware equipment.
- iii) Software Usage Charges including server rent etc. for availing services.
- iv) Bar Code Labels as per usage.

All payments for above charges shall be in the name of the FIRST PARTY at the rates and annual increment to be decided by the FIRST PARTY with consultation from the SECOND PARTY. All payments would be received through bank transaction and no cash would be accepted under any circumstances.

#### 15 REVENUE SHARING

The parties agree that

- i) The FIRST PARTY shall share with the SECOND PARTY 20% of revenue collected from HCF's with the SECOND PARTY, except the revenue collected from sale of hardware. The percentage would be increased to 30% from 01<sup>st</sup> June 2022.
- ii) The revenue shall be shared on actual receipt basis and not on billing basis. Agreed percentage amount shall be settled in Quarterly payments to SECOND PARTY's account.
- iii) Each Party shall bear its own taxes and any tax required to be deducted or levied extra on the shared percentage shall be SECOND PARTY's liability and shall be deducted from the agreed percentage amount.



- iv) The revenue to be shared on amounts received from HCFs would be on amounts excluding taxes.

#### 16 LOCK IN PERIOD, EXIT ROUTE

- i) Since FIRST PARTY has been engaged in developing this system since 2012 and would be further investing a huge sum in hardware and other set-up costs to establish business for SECOND PARTY CBWTF so there would be a lock-in period of 5 years for this Agreement for the SECOND PARTY. The FIRST PARTY can however exit the Agreement after 1 year. Any party choosing to exit after 5 years or 1 year shall have to give the reason for doing so and there would be a written notice of at least 6 months for exit for both parties.
- ii) The SECOND PARTY cannot however exit during the lock- in period for any such reason like it gets a better financial or technical offer from some other software company or has developed similar or alternate software on its own. Any party cannot terminate this Agreement due to any malafide intention.
- iii) In case SECOND PARTY exits within the lock-in period as mentioned in 16(i) above then it shall have to pay to the FIRST PARTY the cost of hardware as shown below and the hardware shall become SECOND PARTY's property.

During 1st Year :100% of the selling price of hardware  
 2<sup>nd</sup> Year :85% of the selling price of the hardware  
 3<sup>rd</sup> Year :70% of the selling price of the hardware  
 4<sup>th</sup> Year :60% of the selling price of the hardware  
 5<sup>th</sup> Year :50% of the selling price of the hardware

The selling price of hardware is as mentioned at below:

- Weighing Scale 14" x 10"(Blue tooth) = Rs 14500

- iv) Besides sub para (iii) above, in case of exit by the SECOND PARTY during the lock- in period, the SECOND PARTY shall also reimburse the FIRST PARTY 50% of total revenue received by the SECOND PARTY from the FIRST PARTY if the SECOND PARTY exists within the first year of agreement. The percentage of reimbursement would be 40% of the total revenue received if exit by the SECOND PARTY is within 2 years, 33% if exit within 3 years and 25% if exit within the 4<sup>th</sup> or 5<sup>th</sup> Year.
- v) FIRST PARTY shall transfer all data related to the SECOND PARTY or its clients (HCFs) to the SECOND PARTY at the time of exit after all accounts and other liabilities as per this Agreement are fulfilled and met with.



## 17 MODIFICATION OF AGREEMENT TERMINATION &amp; TERMINATION CERTIFICATE

- i) Either Party can delete or modify terms and conditions of this Agreement subject to having a written consent of the other party for such deletion and modification else it shall be termed as null and void and shall have no effect to this Agreement. Such modification shall be made part of this Agreement.
- ii) The either party can terminate the Agreement by serving a written notice to the other party. The notice period for such termination shall be minimum 6 months mentioning the reason for termination. The provisions and conditions for exit or termination as mentioned in other paras of this Agreement shall also be applicable along with provisions of this para.
- iii) Any payment arising out of this Agreement and due to a party from the other party shall be cleared before termination of this Agreement. If any amount is not paid at the time of termination then interest @ 18% PA shall be paid by the erring party from the due date of payment / date of raising bill of payment whichever is later till the date of payment.
- iv) The FIRST PARTY shall give all data related to the SECOND PARTY at termination of Agreement and after payment of all pending dues.
- v) In the event of termination of this Agreement the SECOND PARTY shall furnish a written assurance and to the FIRST PARTY that it has deleted or destroyed all copies and details of Software in whole or in part and that the SECOND PARTY shall not be using the Software in any form after the Termination.

## 18 GENERAL TERMS

- i) The FIRST PARTY shall not carry out business of supplying any goods to HCFs which presently are being supplied by the SECOND PARTY without SECOND PARTY's written consent.
- ii) Each party shall bear cost of couriers shipping etc at it's own end.
- iii) That revenue sharing offer given by the FIRST PARTY to the SECOND PARTY is unique and has not been extended by the FIRST PARTY to its other clients. It would thus be of utmost importance that details of this Agreement are confirmed to only those few person of the Parties to whom it is utterly required. Revelation of commercial terms to unwanted person may harm interest of the FIRST PARTY and this concern has been well accepted by the SECOND PARTY which has therefore agreed to keep contents of this Agreement known to the minimum possible persons.



iv) In case any HCF ask the FIRST PARTY for customization or any other software support beside the models mentioned in this Agreement, then the FIRST PARTY shall do so after informing the SECOND PARTY in writing.

19 NOTICES

All notices in connection with this Agreement shall be in writing and delivered through a certified registered or speed post or at email at the addresses mentioned in this Agreement.

20 SUCCESSORS

This Agreement shall be binding upon and will inure to the benefit of the parties hereto and their respective representatives, successors and assigns.

21 SEVERABILITY

In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in force.

22 NON-ASSIGNMENT

This Agreement and the rights granted by it may not be assigned, sublicensed or otherwise transferred by SECOND PARTY to a third party without prior written consent of FIRST PARTY.

23 ENTIRE AGREEMENT

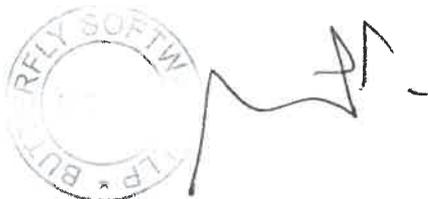
This Agreement sets forth the entire understanding between the Parties with respect to the subject matter hereof and merges and supersedes all prior agreements, discussions, quotations, offers and understandings, express or implied, concerning such matters.

24 DISCLAIMER

Entire risk as to the quality and performance of this Agreement is with the SECOND PARTY. FIRST PARTY does not warrant that the functions contained in the software shall meet the SECOND PARTY's requirements or that the operation of the software shall be error free or uninterrupted; though FIRST PARTY shall be bound as provided in this Agreement to remove such errors.

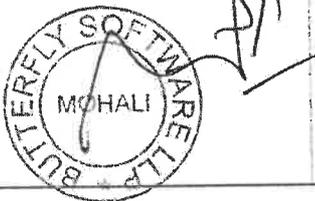
25 JURISDICTION

That any dispute pertaining to this Agreement shall be sorted out mutually or by an independent arbitrator who is appointed on mutual consent. If dissatisfied with the arbitrator's orders or the parties do not agree on a common arbitrator then the matter may be referred to the Judicial Courts at Mohall Punjab only. Both parties hereby consent to this arrangement.





IN WITNESS WHEREOF the parties have caused this agreement to be executed as of the effective date.

	FIRST PARTY	SECOND PARTY
Name	M/s Butterfly Software LLP	M/s Environ Waste Connections LLP
Address	# 1139, Sector 69, Mohali	BN-102-104, Phase-III, UPSIDC, MG Road Indl. Area, Ghaziabad, Hapur
Auth Rep.	Mr Sarabjit Singh	Mr Rohit Gupta
Title	Designated Partner	Director
Email	ho@butterflysoftware.in	ewc.srg@gmail.com
Sign, Date		



उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड  
UTTAR PRADESH POLLUTION CONTROL BOARD

Ref No: 49730 /C-1/बी०एम०ब्लू०-11/का०ब०नो०-निकोप/2023

Date: 19.7.23

सेवा:

संजीकृत

मैसर्स इन्व्वायरन वेस्ट कनेक्शन एल०एल०पी०,  
बी०एन०-102, 104, फेज-3, यू०पी०सी०डा० औद्योगिक क्षेत्र, एम०जी० रोड,  
हापुड़।

**विषय:** उद्योग के विरुद्ध जल (प्रदूषण निवारण तथा नियंत्रण) अधिनियम, 1974 की धारा-33ए के अन्तर्गत जारी कारण बताओ नोटिस दिनांक 23.11.2022 एवं दिनांक 21.04.2023 को सरात निकोपित किये जाने के संबंध में।

महोदय,

उपर्युक्त विषयक बोर्ड मुख्यालय के पत्र संख्या एच 92341/सी-1/वायु-148/ का०ब०नो०-पर्या०क्षतिपूर्ति/2023 दिनांक 21.04.2023 का संदर्भ लेने का कष्ट करें, जिसके माध्यम से उद्योग के विरुद्ध जल (प्रदूषण निवारण तथा नियंत्रण) अधिनियम, 1974 की धारा-33ए के अन्तर्गत कारण बताओ नोटिस जारी किया गया था एवं पत्र संख्या एच 92341/सी-1/वायु-148/का०ब०नो०-पर्या०क्षतिपूर्ति/2023 दिनांक 21.04.2023 द्वारा रु० 12,30,000/- की पर्यावरणीय क्षतिपूर्ति अधिरोपित किये जाने हेतु कारण बताओ नोटिस जारी किया गया था। क्षेत्रीय कार्यालय से प्राप्त आख्या एवम् संस्तुति के आधार पर सम्यक विचारोपरान्त उद्योग के विरुद्ध जारी कारण बताओ नोटिस दिनांक 23.11.2022 एवं दिनांक 21.04.2023 को सक्षम अधिकारी से प्राप्त अनुमोदनोपरान्त निम्न शर्तों के साथ निकोपित किया जाता है:-

1. उद्योग द्वारा पर्यावरणीय क्षतिपूर्ति रु० रु० 10,40,000/- (रु० दस लाख चालीस हजार मात्र) को कारण बताओ नोटिस के निकोपण तिथि से 01 माह के अन्दर बोर्ड के यूनियन बैंक आफ इण्डिया, विभूति खण्ड गोमती नगर, लडनऊ स्थित बैंक के खाता संख्या 701502010002104 आईएफएससी कोड-UBIN0570150 में जमा कराया जाना सुनिश्चित किया जाये अन्यथा प्रश्नगत कारण बताओ नोटिस पुनः प्रभावी हो जायेगा।
2. इन्वॉय का संचालन राज्य बोर्ड से सहमति जल एवं वायु प्राप्त किये जाने के उपरान्त ही किया जाये।
3. इन्वॉय द्वारा जल/वायु प्रदूषण नियंत्रण व्यवस्था का सुचारु संचालन एवं रख रखाव उचित प्रकार से सुनिश्चित किया जाये।
4. इन्वॉय द्वारा 03 माह के अन्दर उ०प्र० भू-गर्भ जल विभाग से भू-गर्भीय जल का प्रयोग किये जाने की अनापत्ति प्रमाण पत्र प्रस्तुत किया जाये।
5. मा० उच्चतम न्यायालय/मा० उच्च न्यायालय/केन्द्रीय प्रदूषण नियंत्रण बोर्ड/ सी०ए०क्यू०एम० द्वारा समय-समय पर पारित आदेशों का उद्योग द्वारा अनुपालन सुनिश्चित किया जाये।

उपरोक्त निर्देशों का समयबद्ध अक्षरशः अनुपालन सुनिश्चित करें।

भवदीय,

(विवेक राय)

मुख्य पर्यावरण अभियन्ता, वृत्त-1

**प्रतिनिधि:** निम्नलिखित को सूचनार्थ एवम् आवश्यक कार्यवाही हेतु प्रेषित :-

1. जिलाधिकारी, हापुड़।
2. अधिशासी अभियन्ता, उ०प्र० पावर कार्पोरेशन लि०, हापुड़।
3. क्षेत्रीय अधिकारी, उ०प्र० प्रदूषण नियंत्रण बोर्ड, गाजियाबाद को इस निर्देश के साथ प्रेषित कि अनुवर्ती कार्यवाही करते हुये आख्या ससमय बोर्ड मुख्यालय को प्रेषित करना सुनिश्चित करें।

मुख्य पर्यावरण अभियन्ता, वृत्त-1



185

Annexure-077

# Environ Waste Connections LLP

Works : Common Bio-Medical Waste Treatment &  
Disposal Facility approved by MOEF & CC, CPCB & UPPCB

Plant Address : BN-102-104, Phase-III, UPSIDC, MG Road Indl. Area, Ghaziabad, Hapur- 201015

Mob.: 7617768512, 8802518487 | Email : ewc.srg@gmail.com

Website: www.environwasteconnections.in

Date : 26/10/2023.

To,  
The Regional Officer,  
Uttar Pradesh Pollution Control Board,  
2 I.N.S., Vasundhara , Sector-16, Ghaziabad (UP)

Dear Sir

I want to inform you that the COMMISSION FOR AIR QUALITY MANAGEMENT IN NATIONAL CAPITAL REGION AND ADJOINING AREAS had instructed through letter vide letter number **F. No. A-11001 8 / 0t / 202] -CAQM - 237 Dated: 3rd June, 2022** that usages of Standard approved fuels for entire NCR and as our facility is Common Bio-Medical Waste Treatment Facility we can use LSHS (Low Sulphur Heavy Stock) fuel in place of diesel.

Therefore, I want to inform you that our company is complying and using LSHS (Low Sulphur Heavy Stock) fuel for disposal of Bio-Medical Waste in the incinerator. And also developed Miyawaki Forest and green belt.

We are attaching herewith the following documents

1. Purchase bills of LSHS
2. Adoption Letter of Park from UPSIDA for development of Miyawaki Forest and Green Belt.
3. Letter from Nauka Foundation for the development of Miyawaki Forest.

Thanking You

Authorized Signatory

Environ Waste Connections LLP



## SNJ FUELS INCORPORATION

KHARSA NO. 648/898 DHEER KHERA IND. AREA HAPUR ROAD, MEERUT (U.P.)

Ph.: 9837340009 E-mail : sjhapur@gmail.com

GST NO. 09AHKPJ0271B2ZO

INVOICE												<input checked="" type="checkbox"/> Original for Recipient <input type="checkbox"/> Duplicate for Supplier / Transporter <input type="checkbox"/> Triplicate for Supplier			
Reverse Charge No.												Transportation Mode : Tempu			
Invoice No. 03-04-2023												Vehicle Number : DL1LAD3301			
Invoice Date : 15-04-2023												Date of Supply : 15-04-2023			
State : UP												State Code 09 Place of Supply U.P			
Details of Receiver Billed to												Details of Consigned		Shipped to :	
Name M/s ENVIRON WASTE CONNECTIONS LLP												Name ENVIRON WASTE CONNECTIONS LLP			
Address BN 102 - 104, Ind. Area, Masoori Gulaothi Road Ghaziabad, U.P. -201001												Address BN 102 - 104, Ind. Area, Masoori Gulaothi Road, gzb - 201001			
GSTIN 09AAGFE7372R1ZK												GSTIN 09AAGFE7372R1ZK			
State U.P.												State U.P.		State Code 09	
S.No.	Name of Product/Service	HSN ACS	Qty.	Rate	Amount	Less : Discount	Taxable Value	CGST Rate	CGST Amount	SGST Rate	SGST Amount	IGST Rate	IGST Amount	Total	
1	LSHS	271019	1145 kgs.	53.00	60685		60685	9%	5461.65	9%	5461.65			71,608.30	
TOTAL															
Total Invoice Amount in words : <span style="float: right;">71,608.30</span>															
Seventy One Thousand Six Hundred Eight Only															
Bank Name : AXIS BANK Ltd.												Total Amount Before Tax		60685	
Branch : BHAWANPUR, MEERUT												Add CGST		5461.65	
A/c No. : 921030045360308												Add SGST		5461.65	
IFSC Code : UTIR0002531												Add IGST			
Terms & Conditions												Tax Amount GST		10923.30	
1. We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.												Total Amount After Tax		71,608.30	
2. Interest @24% p.a. will be charged on overdue payments.												GST Payable on Reverse Charge :			
3. Subject to Hapur Jurisdictions only.												Certified that the particulars given above are true and correct.			
												<b>For : SNJ FUELS INCORPORATION</b>  Authorised Signatory			

## ई-वे बिल



ई-वे बिल संख्या:	4613 2954 9687
ई-वे बिल तिथि:	15/04/2023 12:13 अपराह
द्वारा उत्पन्न:	09AHK PJ027 1B2ZO - निगम में SNJ ईंधन
से गण्य:	15/04/2023 12:13 अपराह [43 किमी]
तब तक वैध	16/04/2023
भाग - अ	
आपूर्तिकर्ता का GSTIN	09AHKPJ0271B2ZO, निगम में SNJ ईंधन
प्रेषण का स्थान	मेरठ, उत्तर प्रदेश-250002
प्राप्तकर्ता का जीएसटीआईएन	09एएजी एफई737 2आर1जेडके, पर्यावरण अपशिष्ट कनेक्शन एलएलपी
रिजिस्ट्री का स्थान	गाजियाबाद, उत्तर प्रदेश-201001
दस्तावेज सं।	3-2023-24
कागजातों की तारीख	15/04/2023
सौदे का प्रकार:	नियमित
वस्तुओं के मूल्य	71608
एचएसएन कोड	271019 -
परिवहन का कारण	जावक - आपूर्ति
ट्रांसपोर्ट	
भाग - नी	

तारीख	वाहन / ट्रांस डॉक नंबर और डीटी।	से	दर्ज तिथि	द्वारा दर्ज	सीईडब्ल्यूवी संख्या (यदि कोई हो)	बहु वाहन जानकारी (यदि कोई हो)
सड़क	एनएन01एनएली3301	मेरठ	15/04/2023 12:13 अपराह	09AHKPJ0271B2ZO	-	-



461329549687



## SNJ FUELS INCORPORATION

KHARSA NO. 648/898 DHEER KHERA IND. AREA HAPUR ROAD, MEERUT (U.P.)

Ph.: 9837340009 E-mail : sjhapur@gmail.com

GST NO. 09AHKPJ0271B2ZO

<b>INVOICE</b>		Original for Recipient
		Duplicate for Supplier / Transporter
		Triplicate for Supplier
Reverse Charge No.		Transportation Mode : Tempu
Invoice No. 15-2023-24		Vehicle Number : DL1LAD3301
Invoice Date : 08-06-2023		Date of Supply : 08-06-2023
State : UP	State Code 09	Place of Supply U.P

Details of Receiver Billed to		Details of Consigner	Shipped to :
Name	M/s ENVIRON WASTE CONNECTIONS LLP	Name	ENVIRON WASTE CONNECTIONS LLP
Address	BN 102 - 104, Ind. Area, Masoori Gulaothi Road Ghaziabad, U.P. -201001	Address	BN 102 - 104, Ind. Area, Masoori Gulaothi Road, gzb - 201001
GSTIN	09AAGFE7372R1ZK	GSTIN	09AAGFE7372R1ZK
State	U.P.	State	U.P.
	State Code 09		State Code 09

S.No.	Name of Product/Service	HSN ACS	Qty.	Rate	Amount	Less :		CGST		SGST		IGST		Total
						Discount	Taxable Value	Rate	Amount	Rate	Amount	Rate	Amount	
1	LSHS	271019	1240	53.00	65720		65720	9%	5914.80	9%	5914.80			77,549.60
			kgs.											
			6 DRUM											
<b>TOTAL</b>													77,549.60	

Total Invoice Amount in words : Seventy Seven Thousand Five Hundred Fifty Only	Total Amount Before Tax	65720
	Add CGST	5914.80
	Add SGST	5914.80
	Add IGST	
	Tax Amount GST	11829.60
	Total Amount After Tax	77,549.60

Bank Name : <b>AXIS BANK Ltd.</b> Branch : <b>BHAWANPUR, MEERUT</b> A/c No. : <b>921030045360898</b> IFSC Code : <b>UTIB0002531</b>	GST Payable on Reverse Charge : Certified that the particulars given above are true and correct. <p style="text-align: center;"><b>For : SNJ FUELS INCORPORATION</b></p> <p style="text-align: right;">Authorised Signatory</p>
Terms & Conditions 1. We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct. 2. Interest @24% p.a. will be charged on overdue payments. 3. Subject to Hapur Jurisdictions only.	

## SNJ FUELS INCORPORATION

KHARSA NO. 648/898 DHEER KHERA IND. AREA HAPUR ROAD, MEERUT (U.P.)

Ph.: 9837340009 E-mail : sjhapur@gmail.com

GST NO. 09AHKPJ0271B2ZO

INVOICE										Original for Receipt					
										Duplicate for Supplier / Transporter					
										Triplicate for Supplier					
Reverse Charge No.										Transportation Mode : Tempu					
Invoice No. 20-2023-24										Vehicle Number : DL1LAD3301					
Invoice Date : 05-07-2023										Date of Supply : 05-07-2023					
State : UP		State Code		09		Place of Supply U.P									
Details of Receiver Billed to										Details of Consignee Shipped to :					
Name M/s ENVIRON WASTE CONNECTIONS LLP										Name ENVIRON WASTE CONNECTIONS LLP					
Address BN 102 - 104, Ind. Area, Masoori Gulaothi Road Ghaziabad, U.P. -201001										Address BN 102 - 104, Ind. Area, Masoori Gulaothi Road, gzb - 201001					
GSTIN 09AAGFE7372R1ZK										GSTIN 09AAGFE7372R1ZK					
State U.P.										State Code 09		State U.P.		State Code 09	
S.No.	Name of Product/Service	HSN ACS	Qty.	Rate	Amount	Less : Discount	Taxable Value	CGST Rate	CGST Amount	SGST Rate	SGST Amount	IGST Rate	IGST Amount	Total	
1	LSHS	271019	1210	53.50	64735		64735	9%	5826.15	9%	5826.15			76,387.30	
			kgs.												
			6 DRUM												
TOTAL													76,387.30		
Total Invoice Amount in words : Seventy Six Thousand Three Hundred Eighty Seven Only										Total Amount Before Tax				64735	
										Add CGST				5826.15	
										Add SGST				5826.15	
										Add IGST					
										Tax Amount GST				11652.30	
										Total Amount After Tax				76,387.30	
Bank Name : <b>AXIS BANK Ltd.</b> Branch : <b>BHAWANPUR, MEERUT</b> A/c No. : <b>921030045360898</b> IFSC Code : <b>UTIB0002531</b>										GST Payable on Reverse Charge :					
Terms & Conditions 1. We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct. 2. Interest @24% p.a. will be charged on overdue payments. 3. Subject to Hapur Jurisdictions only.										Certified that the particulars given above are true and correct. <b>For : SNJ FUELS INCORPORATION</b>					
										Authorized Signatory					

## SNJ FUELS INCORPORATION

KHARSA NO. 648/898 DHEER KHERA IND. AREA HAPUR ROAD, MEERUT (U.P.)

Ph.: 9837340009 E-mail : sjhapur@gmail.com

GST NO. 09AHKPJ0271B2ZO

INVOICE													Original for Receipt	
													Duplicate for Supplier / Transporter	
													Triplicate for Supplier	
Reverse Charge No.													Transportation Mode : Tempu	
Invoice No. 24-2023-24													Vehicle Number : UP14ET3318	
Invoice Date : 26-07-2023													Date of Supply : 26-07-2023	
State : UP			State Code 09			Place of Supply U.P								
Details of Receiver Billed to											Details of Consignee		Shipped to :	
Name M/s ENVIRON WASTE CONNECTIONS LLP											Name ENVIRON WASTE CONNECTIONS LLP			
Address BN 102 - 104, Ind. Area, Masoori Gulaothi Road											Address BN 102 - 104, Ind. Area,			
Ghaziabad, U.P. -201001											Masoori Gulaothi Road, gzb - 201001			
GSTIN 09AAGFE7372R1ZK											GSTIN 09AAGFE7372R1ZK			
State U.P.											State U.P.		State Code 09	
S.No.	Name of Prduct/Service	HSN ACS	Qty.	Rate	Amount	Less : Discount	Taxable Value	CGST Rate	CGST Amount	SGST Rate	SGST Amount	IGST Rate	IGST Amount	Total
1	LSHS	271019	2080	55.75	115960		115960	9%	10436.40	9%	10436.40			136,832.80
			kgs.											
TOTAL														136,832.80
Total Invoice Amount in words :											Total Amount Before Tax		115960	
One Lakh Thirty Six Thousand Eight Hundred Thirty Three Only											Add CGST		10436.40	
											Add SGST		10436.40	
											Add IGST			
											Tax Amount GST		20872.80	
											Total Amount After Tax		136,832.80	
Bank Name : <b>AXIS BANK Ltd.</b>											GST Payable on Reverse Charge :			
Branch : <b>BHAWANPUR, MEERUT</b>														
A/c No. : <b>921030045360898</b>											Certified that the particulars given above are true and correct.			
IFSC Code : <b>UTIB0002531</b>														
Terms & Conditions											<b>For : SNJ FUELS INCORPORATION</b>			
1. We declare that this invoice shows the actual price of the goods described and that all particulars are true and coreect.														
2. Interest @24% p.a. will be charged on overdue payments.											Authorised Signatory			
3. Subject to Hapur Jurisdictions only.														

## SNJ FUELS INCORPORATION

KHARSA NO. 648/898 DHEER KHERA IND. AREA HAPUR ROAD, MEERUT (U.P.)

Ph.: 9837340009 E-mail : sjhapur@gmail.com

GST NO. 09AHKPJ0271B2ZO

INVOICE															
										Original for Receipt					
										Duplicate for Supplier / Transporter					
										Triplicate for Supplier					
Reverse Charge No.										Transportation Mode : TANKER					
Invoice No. 46-2023-24										Vehicle Number : UP14ET3318					
Invoice Date : 23-10-2023										Date of Supply : 23-10-2023					
State : UP		State Code 09		Place of Supply U.P.											
Details of Receiver Billed to										Details of Consignee Shipped to :					
Name M/s ENVIRON WASTE CONNECTIONS LLP										Name ENVIRON WASTE CONNECTIONS LLP					
Address BN 102 - 104, Ind. Area, Masoori Gulaothi Road										Address BN 102 - 104, Ind. Area,					
Ghaziabad, U.P. -201001										Masoori Gulaothi Road, gzb - 201001					
GSTIN 09AAGFE7372R1ZK										GSTIN 09AAGFE7372R1ZK					
State U.P.										State Code 09		State U.P.		State Code 09	
S.No.	Name of Product/Service	HSN ACS	Qty.	Rate	Amount	Less : Discount	Taxable Value	CGST Rate	CGST Amount	SGST Rate	SGST Amount	IGST Rate	IGST Amount	Total	
1	LSHS	271019	2060	56.50	116390		116390	9%	10475.10	9%	10475.10			137,340.20	
			kgs.												
TOTAL														137,340.20	
Total Invoice Amount in words :										Total Amount Before Tax				116390	
One Lakh Thirty Seven Thousand Three Hundred Forty Only										Add CGST				10475.10	
										Add SGST				10475.10	
										Add IGST					
										Tax Amount GST				20950.20	
										Total Amount After Tax				137,340.20	
Bank Name : <b>AXIS BANK Ltd.</b>										GST Payalbe on Reverse Charge :					
Branch : <b>BHAWANPUR, MEERUT</b>															
A/c No. : <b>921030045360898</b>										Certified that the particulars given above are true and correct.					
IFSC Code : <b>UTIB0002531</b>															
Terms & Conditions										<b>For : SNJ FUELS INCORPORATION</b>					
1. We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.															
2. Interest @24% p.a. will be charged on overdue payments.										Authorised Signatory					
3. Subject to Hapur Jurisdictions only.															

## e-Way Bill



E-Way Bill No: **4513 8066 2199**

E-Way Bill Date: **23/10/2023 02:03 PM**

Generated By: **09AHK PJ027 1B2ZO - SNJ FUELS IN CORPORATION**

Valid From: **23/10/2023 02:03 PM [43Kms]**

Valid Until: **24/10/2023**

**Part - A**

GSTIN of Supplier: **09AHKPJ0271B2ZO,SNJ FUELS IN CORPORATION**

Place of Dispatch: **Meerut,UTTAR PRADESH-250002**

GSTIN of Recipient: **09AAG FE737 2R1ZK ,ENVIRON WASTE CONNECTIONS LLP**

Place of Delivery: **GHAZIABAD,UTTAR PRADESH-201001**

Document No.: **46-2023-24**

Document Date: **23/10/2023**

Transaction Type: **Regular**

Value of Goods: **137340**

HSN Code: **2710 -**

Reason for Transportation: **Outward - Supply**

Transporter

**Part - B**

Mode	Vehicle / Trans Doc No & Dt.	From	Entered Date	Entered By	CEWB No. (If any)	Multi Veh.Info (If any)
Road	UP14ET3318	Meerut	23-10-2023 02:03 PM	09AHKPJ0271B2ZO	-	-



451380662199

**CPCB Guidelines for Imposition of Environmental Compensation Charges against Healthcare Facilities  
and Common Biomedical Waste Treatment Facilities**

**(As per Hon'ble National Green Tribunal's Order dated 12.03.2019 in the matter of O.A. 710 of 2017)**



**Central Pollution Control Board  
Parivesh Bhawan, East Arjun Nagar  
Delhi – 110032**

### **1.0 Background:**

The Hon'ble National Green Tribunal (NGT), Principal Bench in the matter of O.A. No. 710 of 2017 filed by Shailesh Singh vide its order dated 12.03.2019 directed CPCB to undertake study and prepare a scale of compensation to be recovered from violators of Biomedical Waste Management Rules, 2016 (BMWWM Rules, 2016) within one month. Hon'ble NGT also directed that State Pollution Control Boards (SPCBs) can also recover compensation from the polluters by laying down their own scale which should not less than the scale fixed by CPCB. In the said order, Hon'ble NGT also states that the scale of compensation must be deterrent, rendering violation of Rules to be non-profitable and which should be adequate to remedy the situation.

As per the directions of Hon'ble Tribunal in the matter of O.A. No. 593 of 2017 (WP (CIVIL) No. 375/2012), CPCB had developed a methodology for assessing environmental compensation for non-compliance by industrial units, which was derived based on pollution potential with respect to air/water/hazardous waste, scale of operations, days of violation and location factor. Adopting similar premise, compensation for healthcare facilities has been derived based on Health Risk factor, type of healthcare facility, size of operations, collection, handling, storage, transportation and disposal of biomedical waste. In case of Common Biomedical Waste Treatment Facilities (CBWTFs), compensation based on Pollution Index has been derived based on compliance to emission norms, effluent discharge, sterilization process and compliance to other provisions stipulated under BMWWM Rules, 2016.

### **2.0 Environmental Compensation for Healthcare Facilities (HCFs):**

Following cases will be considered for taking cognizance of non-compliance and fit for levying Environmental Compensation:

- i) No Authorization under BMWWM Rules, 2016;
- ii) No arrangement with CBWTF for disposal of biomedical waste;
- iii) Improper Segregation of generated biomedical waste as per color coded system prescribed under BMWWM Rules, 2016;
- iv) No facility for pre-treatment of yellow (h) category waste (microbiology, biotechnology and other clinical laboratory waste);
- v) Storage facility not provided for segregated biomedical waste (applicable for bedded hospitals);
- vi) Not provided Effluent Treatment Plant for treatment of wastewater, in case when city sewerage network is not connected to terminal STP; and
- vii) Non-compliance to other responsibilities as stipulated for Healthcare Facilities under BMWWM Rules, 2016.

Guidelines for Imposition of Environmental Compensation Charges against  
Healthcare Facilities and Common Biomedical Waste Treatment Facilities

Environmental Compensation for HCFs = HR x T x S x R x N

Where;

HR – Health Risk factor

T- Type of Healthcare Facility

S – Size of Health Care Facility

R – Environmental Compensation factor

N – Number of days of Violation

HR Health Risk (HR) is a number from 0 to 100 and increasing HR value denotes the increasing degree of health risk due to improper handling of BMW in healthcare facility.

	No arrangement for disposal of BMW with CBWTF (1)	Not Applied for Authorization (2)	Improper Segregation of BMW (3)	No pre-Treatment (4)	On-site storage not provided or not adequate (5)	No ETP Despite requirement (6)	Score for each of Other Violations of BMW Rules, 2016 (7)
Health Risk Score (HR)	30	10	20	10	10	15	5

*Note: Score of 5 to be added for each of other violations at column (7), with sum of HR limited to 100*

HR is sum of (1) + (2) + (3) + (4) + (5) + (6) + (7) [restricted to 100]

T is a factor for type of healthcare facility, as given below:

Type of Healthcare Facility	T Factor
Bedded Hospitals	1.0
Bedded Ayush Hospitals	0.5
Non-bedded (veterinary hospital, pathological laboratory, blood bank)	1.0
Non-bedded (clinic, dispensary, and clinical establishment)	0.5
Animal Test Houses	1.0

S is a factor for size of Healthcare Facility (HCFs) based on number of beds of the Healthcare Facility, as given below:

Size of Healthcare Facility (HCFs)	S factor
Non-bedded (clinic, dispensary, and clinical establishment)	0.15
Non-bedded (veterinary institution, pathological laboratory, blood bank)	0.2
1 to 10 bedded HCFs	0.20

Guidelines for Imposition of Environmental Compensation Charges against  
Healthcare Facilities and Common Biomedical Waste Treatment Facilities

Size of Healthcare Facility (HCFs)	S factor
10 to 50 bedded HCFs	0.30
50 to 100 bedded HCFs	0.50
100 to 500 bedded HCFs	1.00
500 and more bedded HCFs	1.50
Animal Test House	1.00

N Number of days for which violation took place is the period between the day of violation observed/due date of implementation as per BMW Rules, 2016/due date of compliance of directions and the day of compliance verified by CPCB/SPCB/PCC.

R is a factor in Rupees, taken as 250

Further, in any case minimum Environmental Compensation in respect to Healthcare Facility shall not be less than Rs.1200/- per day.

### 2.1 Deterrent Factor for Healthcare Facilities

In order to make scale of environmental compensation deterrent in rendering violation of Rules to be non-profitable, a deterrent factor has been introduced in case of recurrent violations. ECC charges may increase by multiple times when;

- Healthcare facility fails to comply with action points within stipulated time as may be directed by CPCB/SPCB/PCC; or
- Fails to comply during re-inspections

Incremental effect on Environmental compensation charges are given below:

Scenario	Applicable ECC
Up to 15 days from target date	Original ECC
Between 15 to 30 days beyond target date	Two times
Fails to comply in 2 <sup>nd</sup> inspections including new violations if any	Two times
Between 30 to 45 days beyond target date	Four times
Fails to comply in 3 <sup>rd</sup> inspections including new violations if any	Four times
Beyond 60 days from target date	Closure of HCF
Fails to comply in 4 <sup>th</sup> consecutive inspection	Closure of HCF

### 3.0 Environmental Compensation for Common Biomedical Waste Treatment Facility (CBWTF)

Following cases will be considered for taking cognizance of non-compliance and fit for levying Environmental Compensation:

- a. Incinerator emissions not complying with standards notified under BMW Rules, 2016;
- b. Treated wastewater not complying with standards prescribed under BMW Rules, 2016;
- c. Not complying with standards of autoclave/microwave prescribed under BMW Rules, 2016;

Guidelines for Imposition of Environmental Compensation Charges against  
Healthcare Facilities and Common Biomedical Waste Treatment Facilities

- d. Not collecting the biomedical waste from all the member HCFs timely; and  
e. Other violations to the conditions stipulated under BMWWM Rules, 2016 / CPCB guidelines

Environmental Compensation for CBWTFs = PI x S x R x N

Environmental Compensation

Where;

PI– Pollution Index

S – Size of Operation

R – Environmental Compensation factor

N – Number of days of Violation

PI is a number from 0 to 100 and increasing value of PI denotes the increasing degree of pollution hazard from CBWTF.

Cases	Incinerator emissions not complying with standards notified under BMWWM Rules, 2016 (1)	Treated wastewater not complying with standards notified under BMWWM Rules, 2016 (2)	Not complying with standards of autoclave/microwave notified under BMWWM Rules, 2016 (3)	Biomedical waste not collected and disposed off within 48 hours (4)	Each of Other violations to BMWWM Rules, 2016 / CPCB Guidelines (5)
PI	20	15	15	10	10

Note: Score of 10 can be added at column (5) for each of other violations, provided sum of PI is limited to 100

$$PI = (1) + (2) + (3) + (4) \text{ [Restricted to 100]}$$

S Scale of operation for CBWTFs will be taken from following Table;

Authorized Treatment Capacity (Based on Incinerator size)	Scale Factor
Up to 100 Kg/hour	0.25
100 to 250 Kg/hour	0.50
250 to 500 Kg/hour	1.00
> 500 Kg/hour	1.50

R is a factor in Rupees, which is taken as 250

N Number of days for which violation took place is the period between the day of violation observed/due date of implementation as per BMWWM Rules, 2016/due date of compliance of directions and the day of compliance verified by CPCB/SPCB/PCC.

Guidelines for Imposition of Environmental Compensation Charges against  
Healthcare Facilities and Common Biomedical Waste Treatment Facilities

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Further, in any case minimum Environmental Compensation in respect to Common Biomedical Waste Treatment Facility shall not be less than Rs. 3,000/- per day.

For Healthcare facilities having their own treatment and disposal facility, the environmental compensation shall be calculated as in the case of CBWTFs.

### 3.1 Deterrent Factor for Common Biomedical Waste Treatment Facilities

In order to make scale of environmental compensation deterrent for CBWTFs to make non-compliance as not profitable, a deterrent factor has been introduced for repeated violations. ECC charges may increase by multiple times when;

- CBWTF fails to comply with action points within stipulated time as may be directed by CPCB/SPCB/PCC; or
- Fails to comply during re-inspections

Incremental effect on Environmental compensation charges are given below:

Scenario	Applicable ECC
Up to 30 days from target date	Original ECC
Between 30 to 60 days beyond target date	Two times
Fails to comply in 2 <sup>nd</sup> inspection including new violations if any	Two times
Between 60 to 90 days beyond target date	Four times
Beyond 90 days	Closure of CBWTF
Fails to comply in 3 <sup>rd</sup> consecutive inspection	Closure of CBWTF

\*\*\*\*