

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

**ORIGINAL APPLICATION NO. 1155 OF 2024**

**IN THE MATTER OF:**

KAUSHALENDRA KUMAR

....APPLICANT

VERSUS

UNION OF INDIA & ORS.

....RESPONDENTS

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**FILED BY:**

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Dated:15.04.2026

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**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL  
PRINCIPAL BENCH, NEW DELHI  
ORIGINAL APPLICATION NO. 1155 OF 2024**

**IN THE MATTER OF:**

KAUSHALENDRA KUMAR .....APPLICANT

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**REPLY TO THE ORIGINAL APPLICATION ON BEHALF OF  
RESPONDENT NO. 34 WITH SUPPORTING AFFIDAVIT**

**MOST RESPECTFULLY SHOWETH:**

1. That the present Reply to the Original Application is being filed on behalf of Respondent No. 34/Moon Beverages Private Limited, through its Chief Financial Officer Mr. Arvind Joshi, who is the duly authorized signatory of the Company and is competent to swear the Affidavit on its behalf.
2. That by way of the present Application, the Applicant has alleged that there is pollution and encroachment on the Hasanpur-Lodha Wetland and further alleges violation of the Wetland Rules, 2017 by various industrial units, who have been impleaded as Respondents in the Original Application. Allegations of illegal abstraction of groundwater and failure of the authorities to control illegal activities have also been highlighted in the Original Application by the Applicant. It has been further alleged

that the industrial effluents from the Masuri Gulawathi Industrial Area is being discharged into the Hasanpur-Lodha Wetland and the nearby areas, through an overflowing drain, and illegal dumping is taking place on the Wetland.

3. That taking note of the grievances raised in the Original Application, this Hon'ble Tribunal, vide its order dated 19.09.2024, issued notice in the Original Application and also constituted a Joint Committee, comprising of the representatives of the Member Secretary, Central Pollution Control Board [CPCB]; Member Secretary, Uttar Pradesh Pollution Control Board [UPPCB]; Regional Office, MoEF&CC, Lucknow; Member Secretary, Uttar Pradesh State Wetland Authority [UPSWA]; Member Secretary, National Wetland Authority [NWA] and District Magistrate, Ghaziabad.
4. That this Hon'ble Tribunal directed the Joint Committee to visit the site and ascertain the truthfulness of the allegations, the sources of pollution in the wetland in question and the extent of industrial effluent flowing/discharged in the wetland. The Joint Committee was also mandated to get done the water sample analysis of the wetland in question, obtain the original record indicating the area of the wetland and also ascertain the

existing area of the wetland to find out the extent of encroachment which has been done.

5. That in compliance of order dated 19.09.2024 passed by this Hon'ble Tribunal, the Joint Committee undertook site visits of the concerned area, as well as the Respondent industrial units, on 09.12.2024 and also collected samples, whereafter the Report of the Joint Committee was submitted to this Hon'ble Tribunal on 09.01.2025.
6. That a perusal of the Joint Committee report dated 09.01.2025, as obtained from the official website of this Hon'ble Tribunal, clearly reveals that at the time of inspection, the industrial premises of the Answering Respondent was found operational and all the parameters of the effluent sample, collected from the industrial premises of the Answering Respondent, were found to be within the stipulated norms. The unit was also found to be operating with the requisite statutory and regulatory permissions and clearances and the Effluent Treatment Plant [ETP] at the industrial premises of the Answering Respondent was also found to be functional. It was also indicated in the report that the measurement and demarcation of the Hasanpur Lake is still to be completed as the revenue authorities of other districts, namely Hapur

and Gautam Budh Nagar, were not a part of the Joint Committee.

7. That vide order dated 10.01.2025, this Hon'ble Tribunal made the District Magistrates of Hapur and Gautam Budh Nagar a part of the Joint Committee and directed a further/fresh report, covering all the aspects, to be submitted by the Joint Committee.
8. That in compliance of order dated 10.01.2025, a detailed report dated 24.02.2025 was filed by the Joint Committee before this Hon'ble Tribunal. In the report dated 24.02.2025, it was indicated that the total area of the Hasanpur Lake falls only within the boundaries of districts Hapur [37 Hectares] and Gautam Budh Nagar [15.331 Hectares], with no part of the lake falling in District Ghaziabad. It was also indicated in the report that no untreated industrial waste water was found being discharged into Hasanpur Lake. The Joint Committee undertook another inspection of the industrial units, including the unit of the Answering Respondent, on 29.01.2025 and a perusal of the report clearly reveals that the unit of the Answering Respondent was found to be fully compliant at the time of inspection, possessing all statutory clearances and having all required equipment installed and functional.

9. That thus, it is evident from the reports of the Joint Committee that the allegations raised in the Original Application are completely unfounded and unsubstantiated qua the Answering Respondent. The Answering Respondent, in the following paragraphs, also seeks to demonstrate to this Hon'ble Tribunal as to how the Answering Respondent is operating fully in compliance of all the environmental norms, after having obtained all the requisite permissions, consents and clearances from the concerned regulatory agencies.
10. That it is submitted that the Answering Respondent is a company, which has been a reputed presence in the industrial circles since the last several years, having been incorporated in the year 1987, and prides itself on practicing the highest standards of professional and business ethics in pursuing its commercial interests. It is earnestly submitted that the Answering Respondent is not indulging in any pollution of any kind and has always offered full co-operation to the statutory authorities and has been extremely vigilant in ensuring that all environmental and statutory norms and regulations are complied with. The company has got all the statutory clearances from the regulatory authorities and considers compliance of the same as part of responsibly conducting its mercantile interests with the highest standards of

probity and ethics. The industrial unit of the Answering Respondent has employed all the necessary safeguards in the form of installing modern machinery and adopting environment friendly means to ensure that no pollution of any kind is caused by the industry. The Answering Respondent also ensures at all times that no untreated effluents are discharged from its premises.

11. That the Answering Respondent believes in pursuing its commercial interests in a responsible manner and is willing to participate in any process that is undertaken for the safeguarding, protection, preservation and improvement of the surrounding environment in the industrial area, where the unit of the Answering Respondent is situated.
12. That it is pertinent to mention that the Hapur plant of the Answering Respondent spans over an area of 40 acres and is situated in Plot Nos. 1 and 2 of the Masuri Gulawati Industrial Area in District Hapur, Uttar Pradesh. The Masuri Gulawati Industrial Area was carved out and developed by UPSIDA as an industrial area along time ago, where after plots were allotted to different entities. After a lease for 90 years was executed between Western India Industrial Parks Limited [WI IPL] and the Uttar Pradesh State Industrial Development Authority [UPSIDA] in

relation to the plots, Sub-Leases dated 26.03.1998 and 24.02.1998 were executed between WIPL and Hindustan Coca Cola Bottling North West Private Limited [HCCBNWPL], vide which Plot Nos. 1 and 2 were allotted to HCCBSWPL in the capacity of a sub-lessee. Later on, HCCBNWPL merged with Hindustan Coca Cola Bottling South West Private Limited [HCCBSWPL] and thereafter the name of HCCBSWPL was changed to Hindustan Coca-Cola Beverages Private Limited [HCCBPL].

13. That subsequently, the lease of WIPL was cancelled by UPSIDA on account of non-payment of dues, whereafter HCCBPL started depositing the lease rent and other charges directly with UPSIDA and also requested UPSIDA to execute a direct lease deed in its favour. The direct lease deed between UPSIDA and HCCBPL came to be executed on 24.05.2024. Since the Hapur plant was acquired by the Answering Respondent from HCCBPL, through a Business Transfer Agreement, the Lease Deed in favour of HCCBPL was surrendered on 01.08.2025 and thereafter, a direct Lease Deed was executed between UPSIDA and the Answering Respondent on 31.07.2025. All the said documents are not being produced on record since they are not directly germane to the issue being adjudicated before this Hon'ble Tribunal. However, the Answering

Respondent undertakes to place the same on record in case so directed by this Hon'ble Tribunal.

14. That the Answering Respondent has been operating at all times with a valid consent from the UPPCB under the provisions of the Water (Prevention and Control of Pollution) Act, 1974 and the Air (Prevention and Control of Pollution) Act, 1981. The current Consolidated Consent to Operate and Authorization [CCA], granted by the UPPCB to the Answering Respondent under the above named statutes, is valid till 31.12.2026. In terms of the conditions stipulated in the CCA, a six-monthly compliance report is submitted by the Answering Respondent to the UPPCB, with the latest compliance report having been submitted on 06.11.2025. The said report can be placed on record in case so directed by this Hon'ble Tribunal. The unit of the Answering Respondent, as a part of operating responsibly, also gets samples from its ETP tested regularly through laboratories accredited with the MoEF&CC and other government agencies. The said reports can also be placed on record in case so directed by this Hon'ble Tribunal. Copy of the Consolidated Consent to Operate and Authorization, granted to the Answering Respondent by UPPCB, is annexed and marked as **Annexure-1**.

15. That the Answering Respondent has also obtained the Authorization under the provisions of Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 from the UPPCB, which is valid till 28.08.2029. The used oil, waste or residue containing oil, empty barrels/containers/liners, which may be contaminated with hazardous chemical waste, and chemical sludge from waste water treatment, are disposed of by the Answering Respondent through the Treatment, Storage and Disposal Facility [TSDF] of Bharat Oil and Waste Management Limited, which is duly registered with the UPPCB, with an agreement in this regard existing between the Answering Respondent and Bharat Oil and Waste Management Limited.

Copy of the Agreement between the Answering Respondent and Bharat Oil and Waste Management Limited is annexed and marked as **Annexure-2**.

16. That the Answering Respondent has also got the No Objection Certificates from the Uttar Pradesh Ground Water Department [UPGWD], in respect of its four borewells, as indicated in the report filed by the District Magistrate, Ghaziabad on 15.11.2025. The permission in respect of one borewell is existing till 08.08.2026 and in relation to the other three has expired recently, with

applications for renewal having already been submitted and pending approval with the department. The status of the applications on the portal of the UPGWD indicates that the said applications are pending with the department and are expected to be processed by 25.04.2026.

Copy of the status of the applications, submitted by the Answering Respondent, on the UPGWD portal, is annexed and marked as **Annexure-3**.

17. That all conditions of the NOC, including recharge, installation of piezometers, flow meters etc. are being fulfilled by the industrial unit of the Answering Respondent. The Answering Respondent, as a conscious corporate entity, which is dependent on water as a raw material and hence takes the conservation and proper utilization of water as its utmost responsibility, also gets regular Water Audits done through reputed agencies, like the PHD Chamber of Commerce and Industry, so as to make sure that only the essential quantities of water are used by it. The copy of the Water Audit Report can be placed before this Hon'ble Tribunal in case so directed. A part of the discharge from the industrial unit of the Answering Respondent, after being duly treated, is recovered for re-use, while the rest is either used for

watering the plants and other garden activities or is discharged through the UPSIDA drain.

18. That it is respectfully submitted that compliance of all conditions, related to the various consents, certificates and permissions granted to the industrial unit of the Answering Respondent, is ensured by the Answering Respondent with great diligence and all documentation related to the same was produced before the Joint Committee by the Answering Respondent at the time of the inspection. In case it is so directed, the Answering Respondent shall be willing to place the relevant documentation before this Hon'ble Tribunal as well.
19. That it is manifestly clear from the above submissions that the industrial unit of the Answering Respondent is fully compliant and has all the requisite permissions and clearances, which are required for its operations. The Answering Respondent is also a stakeholder in the preservation of environment and adopts all measures so as to ensure that no pollution is caused due to its operation.
20. That it is undertaken by the Answering Respondent that in case some suggestions are made or directions are passed by this Hon'ble Tribunal in respect of the improvement of the water quality of the surrounding area, then the Answering Respondent shall be willing to offer full

co-operation to the statutory authorities in that endeavour.

21. That in such circumstances, it is respectfully prayed that the present Original Application may kindly be disposed of, qua the Answering Respondent.

**FILED BY:**

*Utkarsh Sharma*

[UTKARSH SHARMA]

Counsel for Respondent No. 34/

Moon Beverages Private Limited

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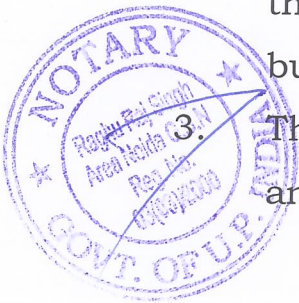
Dated:15.04.2026

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IN THE MATTER OF:  
KAUSHALENDRA KUMAR ....APPLICANT  
VERSUS  
UNION OF INDIA & ORS. ....RESPONDENTS  
AFFIDAVIT**

I, Arvind Joshi, S/o Mr. Ratan Lal Joshi, aged about 59 years, R/o G-39, Second Floor, Kirti Nagar, West Delhi-110015, presently at District Ghaziabad, Uttar Pradesh, do hereby solemnly affirm and declare as under:-

1. That I am the Director at Moon Beverages Private Limited and am fully conversant with the facts of the present case. I am also duly authorized on behalf of the Company to affirm this Affidavit.
2. That I have read and understood the contents of the accompanying Response on behalf of Moon Beverages Private Limited, which has been drafted under my instructions and I state that the contents of the same are true and correct to the best of my knowledge derived from the records maintained during the course of usual business by Moon Beverages Private Limited.

That the Annexures annexed to the present Reply are true and correct copies of their respective originals.

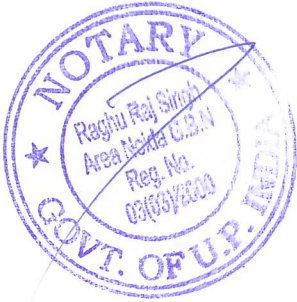


*Arvind Joshi*  
**DEPONENT**

## VERIFICATION

Verified at Ghaziabad on this            day of April, 2026 that the contents of the above affidavit are true to my knowledge, no part of it is false, and nothing material has been concealed therefrom.

  
**DEPONENT**



**ATTESTED**  
  
RAGHU RAJ SINGH  
NOTARY Noida G.B. Nagar  
(U.P.) India

13 APR 2026



# 1492

## Uttar Pradesh Pollution Control Board

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

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

195816/UPPCB/Circle1(UPPCBHO)/CTO/both/HAPUR/2023

Date: 01/02/2024

To,

M/s

**MOON BEVERAGES LIMITED**

5th km milestone Massuri Gulawthi Road Tehsil Dhoulana Distt Hapur,HAPUR,245301

### ANNEXURE-1

Application Id-  
23360512

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

CCA is hereby granted to **MOON BEVERAGES LIMITED** located at **5th km milestone Massuri Gulawthi Road Tehsil Dhoulana Distt Hapur,HAPUR,245301**. subject to the provisions of the **Water Act, Air Act** and the orders that may be made further and subject to following terms and conditions :-

1. This CCA MOON BEVERAGES LIMITED granted for the period from **01/02/2024 to 31/12/2026** and valid for manufacturing of following products.

S No	Product	Quantity	Unit
1	Juice	27358.6	Metric Tonnes/Month
2	Carbonated Soft Drink	78179	Metric Tonnes/Month
3	Packaging Drinking Water	20987	Metric Tonnes/Month
4	BIB( Synthetic Syrup)	558	Metric Tonnes/Month
5	Pet Preform	300	Metric Tonnes/Month

**2. Conditions under Water(Prevention and Control of Pollution) Act -1974 as amended :-**

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

Kind of Effluent	Quantity(KLD)	Treatment facility	Discharge point
Domestic	100 KLD	STP	
Industrial	1900 KLD	ETP	

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

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

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

### Industrial Effluent Quality Standard

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SHARMA

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PRADEEP SHARMA  
Date: 2024.02.10 21:17:38  
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S.No.	Parameter	Standard
1	pH	6.5-8.5
2	BOD	30 mg/lit
3	COD	250 mg/lit
4	TSS	100 mg/lit
5	Oil & Grease	100 mg/lit

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

(v) The treated sewage shall be reused in gardening as far as possible. The STP shall be maintained continuously so as to achieve the quality of the treated sewage to the following standards.

S No.	Parameters	Standards
1	pH	6.5-9.0
2	BOD (mg/L)	20
3	TSS (mg/L)	100
4	Fecal Coliform (MPN/100ml)	<1000

### 3. Conditions under Air (Prevention and Control of Pollution) Act -1981 as amended :-

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

#### Air Pollution Source Details

S No.	Air Pollution Source	Type of fuel	Stack no	Control Device	Height of Stack
1	10 TPH, 04 TPH and 05 TPH Boiler	PNG/Bio Briquettes	1	Particulate Matter	30 meter common stack from ground level
2	06 TPH and 07 TPH Boiler	Bio Briquette	1	Particulate Matter	30 meter common stack from ground level
3	6x750 KVA DG Set	Dual Fuel	6	Sulphur Dioxide	As per norms
4	2x1250 KVA DG Set	Dual Fuel	2	Sulphur Dioxide	As per norms
5	1x500 KVA DG Set	Dual Fuel	1	Sulphur Dioxide	As per norms
6	3x2000 KVA DG Set	Dual Fuel	3	Sulphur Dioxide	As per norms
7	1x1000 KVA DG Set	Dual Fuel	1	Sulphur Dioxide	As per norms

# 1494

## Emmission Quality Standards

S No.	Stack no	Parameters	Standards
1	2	Particulate Matter	As per notified under EP Act, 1986
2	13	Sulphur Dioxide	As per notified under EP Act, 1986

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

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

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

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

Standards for Noise level in db(A) Leq	Industrial Area		Commercial Area		Residential Area		Silence Zone	
	Day Time	Night Time	Day Time	Night Time	Day Time	Night Time	Day Time	Night Time
	75	70	65	55	55	45	50	40

#### 4. Essential documents to be submitted by the Industry/Unit as Applicable :-

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

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

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

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

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

8. If the unit uses the ground water and requires the permission from SGWA/CGWA for water abstraction then the industry will have to obtain No objection certificate for abstraction of ground water. It will be the responsibility of the industry to comply with the various conditions of the NOC obtained from the competent authority and submit to the Board, within 3 months time failing which CTO will be revoked.

#### General Conditions:-

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

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

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

4. The applicant shall strictly comply with conditions of this CCA and submit compliance report of stipulated conditions within 30 days of receipt of this CCA. If at any point of time, it is found that the industry is not complying with stipulated conditions or any further direction/instruction issued by the Board, legal action shall be initiated against the applicant.
5. The applicant shall maintain good house keeping. All valves/pipes/sewer/drains etc. must be leak-proof
6. The industry shall provide uninterrupted entry to the STP/ETP inlet and outlet points, Air Pollution Control equipment and stack for smooth sampling/monitoring of efficiency of pollution control systems.
7. The industry shall provide Inspection Book at the time of inspection to the Board's officials.
8. Whenever due to any accident or other unforeseen act or event, such emission occurs or is apprehended to occur in excess of standards laid down, such information shall be reported to the Board's offices and all other concerned offices. In case of failure of pollution control equipment, the production process connected to it shall be stopped with immediate effect.
9. The industry shall operate in a manner so that all emissions be emitted through designated chimney/stack only.
10. In case of any damage to the agriculture productivity, human habitation etc. by the operation of industry, it shall be imperative to stop production in the industry with immediate effect and such information shall be reported to Board's offices. The industry shall be liable to pay compensation also in such cases as decided by the Competent Authority.
11. The applicant shall apply before the 60 days of expiry of CCA or any change in production types/ production capacity/manufacturing process/capacity enhancement etc. or any change in effluent discharge point or emission point
12. The Board reserves the right to revoke/add/modify any stipulated condition issued along with CCA, as may be necessary.

**Specific Conditions:-**

1. This consent is valid only for the approved production capacity of Juice-27358.6 MT/Month, Carbonated Soft Drink-78179 MT/Month, Packaging Drinking Water-20987 MT/Month, BIB( Synthetic Syrup)- 558 MT/Month, Pet Preform-300 MT/Month. Industry shall obtain prior approval before making any modification in product/process /fuel/ Plant machinery failing which consent would be deemed void.
2. The Unit shall comply with various provisions of Air (Prevention and Control of Pollution) Act 1981 as amended, Water (Prevention and Control of Pollution) Act 1974 as amended and all other applicable rules notified under E.P. Act 1986.
3. The Unit shall dispose the hazardous waste through authorized recyclers/TSDF and comply with the provisions of Hazardous and Other Wastes (Management and Trans-boundary Movement) Amendment Rules, 2016 as amended.
4. The Unit should be operated in such a way so that there is no adverse impact on public and environment.
5. The Unit shall submit quarterly monitoring reports of treated effluent from a certified / approved laboratory under E.P. Act 1986.
6. The Unit will ensure the continuous and uninterrupted data supply from the OCEEMS to the CPCB server. The unit shall maintain strict supervision on fluctuations in operating parameters with respect to each treatment unit of the Effluent treatment plant.
7. The industry should ensure the operation of the ETP in such a manner that it confirm the standards lay down under the E.P. Rules 1986.
8. The treated effluent shall be allowed to be discharged in the ambient environment only after exhausting options for reuse in industrial process/ irrigation in order to minimize freshwater usage.
9. Electromagnetic Flow meter to be installed in all water abstraction points and usage of fresh water to be minimized.
10. The industry will have to ensure permission from the UPGWD/CGWA for ground water extraction and it

will be the responsibility of the industry to comply with the various conditions of the permission taken.

11. The industry shall submit the point wise compliance report of the conditions imposed in the CTO issued by the Board for year 2026 and audited balance sheet for the current year and the details of fees deposited during last three years within a month otherwise this CTO may be revoked.

12. If the CPCB or UPPCB issues the Closure order against the industry this consent order stands automatically suspended for that period.

13. The industry shall submit Environmental Statement in prescribed form V as per rule no.14 of E.P Rules 1986.

14. The industry shall abide by all the orders / directions issued by Hon'ble Supreme Court, Hon'ble High Court, Hon'ble National Green Tribunal, CAQM, Central Pollution Control Board and U.P Pollution Control Board for protection and safeguard of environment issued from time to time.

15. The industry shall only use PNG as fuel once PNG pipeline is available in that industrial area.

16. Any source of emission other than that mentioned in the Air consent seeking application will not be permitted by the Board.

17. The industry should ensure the operation of the air pollution control system (APCS) in such a manner that the air emission conforms with the standards prescribed under the E.P Act 1986 as amended.

18. The industry shall obtain prior consents in the event of any addition of new emission generation sources such as- Boiler/ Furnace/ Heaters/ D.G. Sets or alteration of existing emission sources in accordance with section- 21/22 of air Act 1981 (as amended respectively).

19. The use of Pet coke and Furnace oil as a fuel is restricted in compliance of the Hon'ble Supreme court order.

20. The industry should be operated in such a way so that there is no adverse impact on public and environment.

21. MSW waste should be suitable segregated. A separate and isolated MSW collection center should be provided.

22. Industry shall maintain the logbook of ETP.

23. Industry shall recycle as much water as possible within the plant before discharging it.

24. The Unit shall develop proper green belt and rain water harvesting system as per guidelines. For green belt at least 8 feet height plants should be planted which shall be properly protected as proper irrigation and maneuvering arrangements shall be made. For the development of the green belt the guidelines issued vide Board office order no. H10405/220/2018/02 Dt. 16-02-2018 shall be complied.

25. Unit shall establish Miyawaki forest as per the GO no. 1011/81-7-2021-09(writ)/2016 dated 13.10.2021 of Deptt. of Environment, forest and climate change and BG of Rs. 50,000/- be deposited within a month time along with the proposal for proposed plantation.

26. Unit shall comply with the CAQM (Commission for Air Quality Management in NCR and Adjoining Areas) direction no. 65 and other direction issued time to time regarding use of cleaner fuel.

27. Unit shall comply with the CAQM (Commission for Air Quality Management in NCR and Adjoining Areas) direction no. 75 regarding GRAP.

28. Unit shall comply with the CAQM (Commission for Air Quality Management in NCR and Adjoining Areas) direction no. 76 and 77 regarding regulation of DG sets.

29. Unit shall operate and maintain/upgrade the air pollution control device in such manner that emission should be as per norms prescribed by CAQM.

30. Unit shall submit latest stack monitoring report from NABL approved laboratory within one month.

31. Unit shall comply with the CAQM (Commission for Air Quality Management in NCR and Adjoining Areas) direction no. 73.

32. In any circumstances production capacity will not be enhanced without prior permission (CTE) from State Pollution Control Board.

# 1497

**CEO**  
**C-1.**

Copy to:

Regional Officer, U.P. Pollution Control Board, Ghaziabad.

**PRADEEP**  
**SHARMA**

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PRADEEP SHARMA  
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**CEO**  
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# 1498

## 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-रीसाइकिलिंग 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
- ट्रेफिक 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 |

  
TRUE COPY



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industrial area Sahibabad Ghaziabad UP, India and its Plant located at 5 KM Milestone, Masuri Gulawathi Road, Tehsil: Dhaulana Distt- Hapur-201015, Uttar Pradesh, India (hereinafter called as "FIRST PART" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors nominees and assigns of the First Part.

AND

M/s Bharat Oil and Waste Management Ltd (BOWML), a Company registered under the Companies Act 1956/2015, having its registered office and corporate head office at 11, LGF, Community Center, East Of Kailash, New Delhi 110065 and its engineered common facility at Gata #672, & Gata 706 Cha, Tahsil Akbarpur, Village Kumbhi, NH-2, Kanpur-Dehat, UP-209101, India, duly authorized by the Uttar Pradesh Pollution Control Board to treat, store, recycle or dispose of Hazardous Waste and / or the E-Waste (Management) Rules 2016 and/or Plastic Waste Management Rules (2016) as amended and having another Facility at Mauza Mukimpur, Roorkee-Laksar Road, Roorkee-247664, (Uttarakhand), duly authorized by the UEPPCB, Dehradun to treat, store, recycle or dispose of Hazardous Waste, E-Waste, Plastic Waste as per respective rules and/ or Bharat Oil Company (India) Registered (BOC) a partnership concern registered under the Partnership Act with its registered office at 169 Kailash Hills, New Delhi 110065, duly registered with Central Pollution Control Board, having its CHWTSDf at E-18, Site IV, Sahibabad Industrial Area, Ghaziabad, (UP), duly authorized by the UPPCB, under the Environment Protection Act 1986 (for short the 'Act') and the Hazardous and Other Wastes (Management & Transboundary Movement) Rules, 2016 and / or the E-Waste (Management) Rules 2016 (for short 'The Rules') as amended from time to time, represented by its Director/Partner, as the case may be ( hereinafter called as "SECOND PART " which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, nominees and assigns of the Second Part.

WHEREAS First Part is engaged in manufacturing of Beverages and during the said process/ activities different types of wastes including Hazardous Waste are generated as per Annexure to this Agreement.

AND WHEREAS the First Part desires that the Hazardous Waste, being generated at its production unit mentioned above, to be lifted, transported, treated, stored and disposed of, by utilizing the services of SECOND PART, as per the Pollution Control Board Authorization (list of Hazardous Wastes and their tentative quantity, which would be generated at the FIRST Part's plant located at 5 KM Milestone, Masuri Gulawathi Road, Tehsil: Dhaulana Distt- Hapur-201015, Uttar Pradesh, India is enclosed herewith marked as Annexure.

AND WHEREAS First Part has agreed to avail the services of Second Part for treating the Hazardous Wastes, in its above-named facility/facilities.

Now, therefore, those present witnessed and it is hereby declared and agreed by and between the Parties as follows: -

1. The scope of services to be provided by Second Part is limited to lift, transport through authorized vehicles, treat, store and recycle or dispose/co-process of Hazardous Waste, E-Waste, Plastic



For Bharat Oil & Waste Management Ltd.

*Neeraj*  
Director

# 1501

Waste, Used Oil/Solvent or Expired Waste of First Part as per the rules & guidelines prescribed by Pollution Control Board. First Part may send subject waste to SECOND Part's Plant directly at its own cost & liability for availing waste management services.

2. Second Part, on receipt of written information from FIRST PART, will plan and schedule lifting logistics of the Wastes from the premises of FIRST PART within three (3) business days of receipt of such information. First Part shall ensure that Hazardous Wastes, E-Waste must be packed in proper & leak proof Bags or polythene Bags or containers for safe transportation.
3. SECOND PART shall at all times comply with all the provisions of Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 as amended and/or E-Waste Management Rules, 2022 as amended, Plastic Waste Management Rules, 2022 as amended and Extended Producer Responsibility (EPR), Standard Operating Procedures (SOP's) published by CPCB for Used Oil, E-Waste, Plastic Waste and Solid Waste Management Rules, 2024 from time to time framed by MoEF/CPCB.
4. SECOND PART shall indemnify and keep indemnified FIRST PART from all losses, damages, and third-party claims after taking out HW from the premises of the First Part (in case transport is in scope of SECOND PART) and after receipt of waste at the plant of SECOND PART, in cases of non-compliance of statutory norms on the part of SECOND PART.
5. FIRST PART shall keep ready the Hazardous Waste and or E-Waste/Plastic Waste/Used Oil, Expired Waste as per the mandate given to SECOND PART for collection, as it is a common facility catering to diverse wastes. SECOND PART shall follow Ministry of Environment & Forest, Central Pollution Control Board and State Pollution Board guidelines, future amendments and latest disposal technologies.
6. FIRST PART shall ensure that the above Hazardous Waste, E-Waste, Plastic Waste, Used Oil/Solvent or Expired Waste must be packed & labeled as per rules in proper containers/bags so as to prevent any damage/spillage of the material, during transit to SECOND PART factory. Rates are with Containers/Bags, arranged by FIRST PART shall be of Metallic/PVC/Leak proof Bags and kept at the storage place under cover. Container/Bags' weight will also be added in the weight of the material for disposal charges and these are not returnable basis.
7. FIRST PART will provide labour and special Material Handling Equipment's at its own cost to lift and load the containers at the FIRST PART premises, in the vehicles for the transportation.
8. FIRST PART has mandatory obligations to provide the entire process detail which leads to generation of Hazardous Waste, Used Oil/Solvent and its tentative Quantity per month or year to SECOND PART for the purpose of determining the waste characteristics and to decide parameters for comprehensive analysis and process for disposal. However, it is specifically agreed between the parties that the process details provided by FIRST PART shall be kept confidential and Second Part



For Bharat Oil & Waste Management Ltd.

Page 3

*Signature*  
Director

shall not disclose it to any third party without the First Part's prior written consent. This clause shall survive termination for a period of 1 (One) year after the determination of this Agreement for any reason whatsoever.

9. FIRST PART must provide comprehensive Laboratory Analysis Report from a CPCB/Moef approved Laboratory of each type of Hazardous Waste prior to loading waste for shipment to SECOND PART. These laboratories must be accredited as per the Environment (Protection) Act, 1986 and ISO 17025 through NABL system. In the event there are differences in the analysis results; FIRST PART may send its samples to a mutually agreed THIRD PARTY at their own cost. New Comprehensive Analysis Reports shall be provided by FIRST PART when there is a change in the Hazardous Waste characteristics, manufacturing process or change in the product mix etc. Reports must be provided to SECOND PART prior to scheduling pick-up of Hazardous Waste. Reports shall be sent via Electronic mail as well as by courier/speed post to SECOND PART. As per CPCB Guidelines, HW Rules, comprehensive Laboratory Analysis Report from a CPCB/Moef approved Laboratory of each type of Hazardous Waste is mandatory for direct disposal pathway. Which if not provided by FIRST PARTY shall be performed by SECOND PARTY as per rate schedule of this agreement and FIRST PARTY agrees to pay the costs incurred in performing the test immediately upon demand.
10. The comprehensive Analysis Report shall determine the disposal Pathway based on the Waste Characteristics and as per Waste Acceptance Criteria given to the FIRST PART and any other condition/solution that would help in safe disposal of Hazardous Waste. Disposal Pathway is mutually agreed between FIRST PART and SECOND PART to finalize the disposal base or basic USER CHARGES. The base User Charges are defined in Annexure to this Agreement.
11. FIRST PART will maintain and provide details of the HW as per the provisions in various Forms prescribed in the Rules. These Forms can be provided by SECOND PART at cost or be printed by FIRST PART as per the formats given by the SECOND PART.
12. If FIRST PART provides any false information/declarations or withholds information in relation to the provisions of HOWM Rules, 2016 as amended and / or E-Waste rules and / or Plastic Waste Management Rules any time during the term of this Agreement, all charges of Hazardous Waste / E-Waste / Plastic Waste during transportation, handling, treatment and disposal including post-disposal period shall remain vested at the responsibility of FIRST PART.
13. The charges for collection, treatment, storage, and disposal facility (hereinafter called as User Charges) will be applicable to FIRST PART/SECOND PART as per Annexure.
14. FIRST PART shall make payment for Waste Management Services to SECOND PART and vice-versa per User Charges and other terms and conditions as per payment terms outlined in Annexure.
15. FIRST PART is responsible to segregate/store/accumulate/fill/load the Hazardous Waste, E-Waste, Plastic Waste, Used Oil/Solvent or Expired Waste as per rules in the container provided by FIRST PART in a neat and proper manner and so also, the container area should be accessible to



For Bharat Oil & Waste Management Ltd.

*[Signature]*  
Director

# 1503

SECOND PART's vehicle, to come and lift the Waste. The Transporter/SECOND PART reserves the right to reject lifting of Hazardous Waste and or E-Waste/Plastic Waste/Used Oil spilled over the ground and container whose exteriors are soiled by Hazardous Waste spillage due to leakage.

16. In case, for any reason, the SECOND PART's Vehicle is sent back without giving the Hazardous Waste even after being requisitioned by FIRST PART, FIRST PART will have to pay actual transport charges to SECOND PART, for a minimum load of 15 MT.
17. First Part shall at all times comply with all the provisions of the Acts and Rules from time to time in force and the Guidelines issued from time to time regarding handling of Waste involving the collection, storage, transportation and delivery thereof, and shall, without prejudice to the generality of the foregoing, also comply with all Environmental Protection Laws, Safety Laws and Regulations from time to time in force and the Rules, Regulations and Notifications made or issued thereunder from time to time. In the event of First Part committing any breach of the terms of this clause of Agreement, FIRST PART shall indemnify and keep indemnified SECOND PART from and against all claims, payments, costs and actions of whatsoever nature brought against or sustained or incurred by SECOND PART arising from or as a result of such breach committed by FIRST PART in that behalf, provided these are proved.
18. FIRST PART & SECOND PART shall indemnify and keep indemnified each other at all times from and against all actions, suits, proceedings, claims, third party claims, costs, payments and expenses of whatsoever nature made or suffered or incurred by the other PART whether by reason of or by virtue of non-performance or non-observance or non-compliance by either PART, of any terms and conditions of this Agreement or of the relevant Act, the Rules and the Guidelines.

**IT IS FURTHER HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER:**

19. This Agreement is valid from 01.04.2026 to 31.03.2027.
20. FIRST PART shall use the services of the SECOND PART during the period of this contract to dispose generated Hazardous Waste, E-Waste, Plastic Waste, Used Oil/Solvent or Expired Waste at agreed prices, while the agreement is in force. SECOND PART must legally and safely collect, treat, and dispose Hazardous Waste, E-Waste, Plastic Waste, Used Oil/Solvent or Expired Waste from FIRST PART during the agreed period per rates agreed while this Agreement is in force and payments made as per Agreement terms.
21. If all the terms and conditions as per the clauses of this Agreement are adhered to by FIRST PART, it will be SECOND PART's responsibility to lift, transport, treat and dispose of the Hazardous Wastes generated by FIRST PART in accordance with prevailing Govt. Rules and FIRST PART shall not have any liability whatsoever in this regard.




For Bharat Oil & Waste Management Ltd.

*Neenu*  
Director

22. The main mode of final disposal of HW shall be Recycling, Disposal through Incineration or Pre-Processing/Co-Processing or Land-filling. The modes of disposal are dependent on the Hazardous Wastes' characteristics and FIRST PART shall not have any liability whatsoever in this regard.
23. The User Charges are subject to Annual Revision on the basis of Govt. of India Wholesale Price Index [WPI], (Commodities Index-All India) and once a quarter in the event of escalation of fuel costs and on major price escalations, escalation of fuel costs viz., Power Tariff, change in Disposal Technologies/Method, Wage Hike etc., to name a few. For the purpose of escalation in fuel cost, 30% of freight rate will be considered as fuel element of the cost.
24. SECOND PART reserves the right to cancel this Agreement if FIRST PART fails/refuses to pay the bills/dues as per the payment terms applicable to FIRST PART as mentioned herein and in Annexure. A Notice period of maximum Fifteen (15) days will be allowed from the date of lifting of material. If FIRST PART fails to pay in settlement of the Invoice, it shall be liable to pay interest @ 18% per annum and this may also result in cancellation of First Part's Membership, forfeiture of deposit, and termination of this Agreement. Repeated defaults and violation of payment terms will also result in cancellation of Membership and forfeiture of Membership deposit.
25. Hazardous Wastes that require other alternate destruction technologies shall be handled at SECOND PART's facility. However, the prices for such treatment techniques shall be determined on a case-to-case basis on their characteristics.
26. Notwithstanding anything contained herein, neither Part hereto shall be liable for damages or have this Agreement terminated for any delay or default in the performance of such Part hereunder if such delay or default in performance derives from conditions beyond the reasonable control of such Part, including but not limited to, acts of God, fires, floods, extreme drought, riots, work stoppages, embargoes, governmental actions or damage to the plant or facility or any cause unavoidable or beyond the control of either part including any arbitrary ruling by the Government prohibiting the handling of the Waste or continuing domestic or international problems such as wars, pandemic or natural calamities.
27. This Agreement shall be deemed to represent the entire Agreement between the parties hereto regarding the subject matter hereof and shall supersede, cancel and replace all prior agreements or arrangements, if any, in this behalf, signed/entered into by and between the parties hereto.
28. This Agreement is on principal to principal basis and nothing contained herein shall be deemed to constitute a partnership, joint venture or agency by and between the parties hereto.
29. This Agreement may be modified or amended only by writing, duly executed by or on behalf of the parties hereto.



For Bharat Oil & Waste Management Ltd.

  
Director

30. Any terms and conditions of this Agreement may be waived at any time by the party that is entitled to the benefit thereof. Such waiver must be in writing and must be executed by an authorized officer of such party. A waiver on one occasion will not be deemed to be a waiver of a similar occasion or any other similar breach or non-fulfillment on a future occasion.
31. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future laws, such provisions shall be deemed terminable and the remaining parts and provisions of this Agreement shall remain in full force and effect.
32. Either Part shall have the right to terminate this Agreement upon giving 30 days written notice to the other Part with a reasonable cause.
33. It is clearly and expressly understood by and between the parties that the activity of lifting, transportation, treatment, storage and disposal of Hazardous Wastes is an independent contract and it does not come within the purview of the FIRST PART's manufacturing and selling activities. It is also clearly understood and confirmed by and between the parties that this contract is for performance of work and not for supply of Labour.
34. Nothing contained in these terms and conditions shall be construed as creating any relationship either direct or indirect of employer and employee between the FIRST PART and the persons engaged by SECOND PART. The FIRST PART shall have no liability towards such persons and such persons will not have any claim whatsoever against the FIRST PART for salary, wages, provident fund, gratuity, retrenchment compensation or any other compensation for accident or death or any other claim whatsoever.
35. Any dispute arising on any clause or clauses of this Agreement and the contents of the Annexure hereto between FIRST PART and SECOND PART shall be referred to an Arbitrator of repute by SECOND PART. The Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 with amendments thereof. The arbitration proceedings shall be conducted in English and shall take place at New Delhi, India. The arbitral award, including interim awards, if any, shall be final and binding upon both parties.
36. Subject to the provisions of the foregoing clause, FIRST PART and SECOND PART mutually agree that the courts of New Delhi alone, to the exclusion of any other, shall have the jurisdiction.
37. SECOND PART will lift and dispose waste from FIRST PART only if FIRST PART has valid & active legal authorization/consent to generate waste and operate the specified unit by relevant SPCB. First Part states that it is authorized to generate Hazardous Waste, E-Waste, Plastic Waste, Used Oil/Solvent or Expired Waste vide UPPCB approval No. .... Dated.....valid till.....(copy attached), and has valid unexpired Consent to Operate under Air/Water Act No. .... Dated.....valid till.....(copy attached). The actual operation of collection/Transportation/Storage/Treatment/Disposal of Hazardous Waste, E-Waste, Plastic Waste, Used Oil/Solvent or Expired Waste from First Part will start only after receiving the copy of valid approval



For Bharat Oil & Waste Management Ltd.

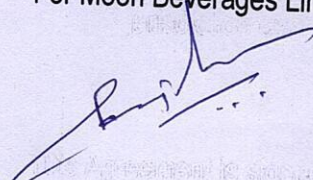
*Naveen*  
Director

# 1506

of Air/Water/HW Consents from First Part. First Part will notify promptly in 30 days to SECOND PART if it has been ordered closure by relevant state pollution control board or any court of jurisdiction over it and that during the term of this agreement.

This Agreement is signed on this 24 of March 2026 at New Delhi.

For Moon Beverages Limited



Authorized Signatory

For Bharat Oil & Waste Management Ltd/  
Bharat Oil Company (I) Regd.

**For Bharat Oil & Waste Management Ltd.**

Director /Partner *Naresh*  
Naresh Manglani / Bharat Manglani **Director**

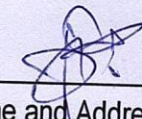
Witnesses:

1. Name & Designation



2. Name & Designation

2 \_\_\_\_\_  
(Mobile:.....)

1.   
\_\_\_\_\_  
(Name and Address)

(Name and Address)

GST No. 09AAACM1635J1ZI

Phone 9811910284

Email sushilsharma@mblcoca-cola.com

Not Registered under MSME



# 1507

## ANNEXURE-A

### Waste Management & Handling Service Charge

This annexure is in conjunction with agreement signed between M/s Moon Beverages Limited and Bharat Oil & Waste Management Ltd on date 24 March 2026.

**Category – A:** shall be paid by Second Part

S:NO	Type of Hazardous Wastes	Category	Quantity	Second Part Rates
1.	Used or Spent Oil	5.1		Rs.2700/- (Two thousand seven hundred) per drum
3	Waste Battery without water & sludge			Rs.16/- (sixteen) per kg

\*Used Oil Price is conditional, If Crude Oil Price on NYSE drops below USD31/barrel in any quarter of this agreement then Used Oil rates will be FOC - Free Of Cost.

- a) Used Oil must comply with parameters as per Schedule V Part A of HW Rules, i.e. without water, sludge. SECOND PART will only pay for fully filled drums of 210 liters capacity. No payment shall be made for quantity less than 210 liters.
- b) Quoted rates are exclusive of GST, with container.

**Category –B:** shall be paid by FIRST PART:

01. **USER CHARGES:** FIRST PART will have to pay the following charges for the Waste Management Services provided by SECOND PART:

**Collection, Treatment, Storage and Disposal Charges shall be paid by FIRST PART**

S:NO	Hazardous Wastes	Category	Second Part Rates
(i)	ETP Sludge (Escrow Fund 5%)	Sch I -34.2	Rs.4.20/- (Four & Paise Twenty) per kg
(ii)	WTP Sludge (Escrow Fund 5%)	Sch I -34.2	Rs.4.20/- (Four & Paise Twenty) per kg
(iii)	Spent Carbon Sludge (Escrow Fund 5%)	Non HW	Rs.4.20/- (Four & Paise Twenty) per kg
(iv)	Boiler Ash (Escrow Fund 5%)	Non HW	Rs.3.22/- (Three & Paise Twenty two) per kg
(v)	Waste Asbestos (Escrow Fund 5%)		Rs.7/- (Seven) per kg
(vi)	Contaminated cotton rags or other cleaning materials 33.2	Sch I -33.2	Rs.8/- (Eight) per kg
(vii)	Spent Ink & Solvent		Rs.8/- (Eight) per kg
(viii)	Oily & FO Sludge, Used Oil		Rs.8/- (Eight) per kg
(ix)	Mix Oil with waste water		Rs.8/- (Eight) per kg
(x)	E-Waste		Rs.8/- (Eight) per kg
(xi)	Empty Ink Container/ Empty toxic Chemical container 33.1	Sch I -33.1	Rs.8/- (Eight) per kg
(xii)	Waste/ Expired chemical	Sch I -33.1	Rs.8/- (Eight) per kg
(xiii)	Waste Chemical Bottle		Rs.8/- (Eight) per kg
(xiv)	Waste Air/Oil Filters		Rs.8/- (Eight) per kg



For Bharat Oil & Waste Management Ltd.

*[Signature]*  
Director

(xv)	Waste Choke	Rs.8/- (Eight) per kg
(xvi)	Waste Tea and Coffee Powder	Rs.8/- (Eight) per kg
(xvii)	Expired Beverage, BBD, Syrup, Juices, Mango Pulp and/or products as have crossed their best before date, damaged or declared as nonconforming product with containers/drums/PET	Rs.8/- (Eight) per kg If transportation in Tanker, transportation cost Rs.3/- per kg for minimum 22000kg will be paid by First Part.

## 02 TERMS & CONDITIONS:

### a) Additional MoeF Post-Closure Monitoring / Escrow Fund Charge

- A charge of @ 5% on the total of above charges shall be applicable and levied on the actual waste quantities disposed for landfill (SLF) waste. This charge is deposited in an escrow account to pay for any emergency remediation and post closure period of TSDF. This is required by MoeF, Government of India and is applicable to all landfill waste (SLF).
- b) A minimum billing of Rs.9,000/- (Rupees Nine thousand) per Trip/Challan/Gate Pass/Manifest/Per Vehicle/site Plus Transportation and GST will be applicable or as per actual in case for lifting of material of more than Rs.9,000/-. Rates quoted above will be applicable and to be paid by FIRST PART.
- c) Further if there is no lifting of any Hazardous waste within a quarter, the minimum charges of Rs.9,000/- plus taxes is to be paid by the FIRST PART until termination of the agreement.
- d) GST and other taxes as applicable by GOI shall be paid by FIRST PART.
- e) **FIRST PART** shall ensure that the above Hazardous Waste must be packed in proper containers/gunny bags so as to prevent any damage/spillage of the material, during transit at **FIRST PART** plant. Containers/Gunny bags arranged by **FIRST PART** shall be of metallic/PVC and kept at the storage place under cover. BOWML WILL NOT ACCEPT leaky, open, unsealed containers or gunny bags.
- f) Transportation cost shall be borne by **SECOND PART** for minimum 25MT truck load. Loading is in scope of **FIRST PART**.
- g) Toll Charges, Plus GST shall be paid by the **FIRST PART**:
- h) The transport charges are subject to revision if fuel prices are increased or decreased by Government beyond 10% from the price on the date of signing this Annexure.
- i) The above transportation cost is for material of upto 1.1 MT/m<sup>3</sup> density. If density is lower than 1.1 MT/m<sup>3</sup>, the transport cost will be increased on pro-rata basis as the lighter waste material occupies more volume.
- j) Leak-proof packing & proper correct labeling as per HW Rules will be ensured by **FIRST PART** for safe transportation. Waste material shall be properly packed, sealed and labelled by the **FIRST PART** as per Rules.
- k) A maximum of 1 hour will be allowed for lifting, loading & paperwork upon arrival of truck/container at site of the **FIRST PART** beyond which detention charges @ Rs.350/- per hour. **FIRST PART**

For Bharat Oil & Waste Management Ltd.

*Naxen*  
Director



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agrees to pay Detention Charges of Rs.5000/- (Rupees five thousand) only, per day if the vehicle is held overnight.

- l) As per Rule 8 of the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 as amended FIRST PART (Hazardous Waste Generator) needs to send/dispose the Hazardous Waste within 90 days from their Plant failing which agreement can be terminated without any notice.
- m) For **Category (A)** Payment shall be made by SECOND PART in favour of FIRST PART by Cheque/DD/NEFT within a week of receipt of FIRST PART Invoice. (Used/ Waste Oil should meet parameters as per Schedule V(A) of Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 as amended).
- n) For **Category (B)** FIRST PART shall pay to SECOND PART within a week of receipt of SECOND PART's Invoice by cheque/Demand Draft/ NEFT. If FIRST PART fails to pay in settlement of the Invoice within 15 days, FIRST PART shall be liable to pay interest @ 18% per annum.
- o) NO CASH TRANSACTION WILL BE ENTERTAINED. However, besides cheque, SECOND PART accepts payments under NEFT/ RTGS route also. FIRST PART have to declare the quantity of hazardous waste generation on Quarterly/ Annual basis, while applying for fresh Membership.
- p) TAXES / LEVIES:- All Government / Municipal Taxes / Duties/ Levies/ Octroi / Service Tax or GST / Tolls etc, as applicable from time to time, will be payable by FIRST PART.
- q) There shall be NO goods / waste sent (or given) by FIRST PART to SECOND PART other than mentioned in this Annexure or mutually agreed & signed between the parties through an Annexure along with MoeF Approved Laboratory Test Reports of each waste type.
- r) If FIRST PART sends goods which are not lawful, controlled substance, radio-active, bio-medical, explosive and/or not authorized/approved to be accepted by the SECOND PART (facility operator) by SPCB then the same shall be notified to SPCB and FIRST PART; The waste shall be refused and returned to the FIRST PART at full transport, handling cost payable by FIRST PART to SECOND PART.
- s) If FIRST PART sends waste / goods which are as agreed upon yet not matching within +-10% the test analysis report provided by the FIRST PART OR IF FIRST PART sends waste/goods which are Hazardous Waste but NOT as agreed upon THEN - the SECOND PART will charge as decided by SECOND PART and FIRST PART agrees to pay immediately upon demand the Laboratory Comprehensive Test Analysis Charge, Transport, Storage, Disposal, Treatment Charge along with any applicable Government Taxes, MoeF Escrow Fee etc. SECOND PART will notify the FIRST PART, CPCB (HW Cell) and SPCB of the Exception. The complete liability, risk and costs of such goods/Wastes shall be on FIRST PART and the FIRST PART shall be liable to pay all the charges as demanded by the SECOND PART and FIRST PART shall indemnify the SECOND PART for / during the transport, storage, unloading, treatment, disposal for the said waste.

For Moon Beverages Limited



Authorized Signatory

For Bharat Oil & Waste Management Ltd/  
Bharat Oil Company (I) Regd.

For Bharat Oil & Waste Management Ltd.

Director /Partner

(Naresh Manglani) Bharat Manglani

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S. NO.	Department Name	Unit/Industry Details District Name	Application ID Service/Form Name Service Delivery In Days Proposed Service Delivery Date Days Left For The Delivery(Including Holidays)	Form Status: Status Change Date: Application Submission Date:	Current Remarks	View Appli NOC Certif View NOC/
1.	Ground Water Department	MOON BEVERAGES LIMITED UPSWP21005215705  HAPUR	1. 21005215705560030001 Renewal of NOC for Abstraction of Ground Water 30 25/04/2026 12	FORM SUBMITTED  18/03/2026 16/03/2026	Registration Fee submitted by Applicant ,Application Forwarded to Department	
		UPSWP21005215706  HAPUR	2. 21005215706560030001 Renewal of NOC for Abstraction of Ground Water 30 25/04/2026 12	FORM SUBMITTED  18/03/2026 16/03/2026	Registration Fee submitted by Applicant ,Application Forwarded to Department	
		UPSWP21005215707  HAPUR	3. 21005215707560030001 Renewal of NOC for Abstraction of Ground Water 30 25/04/2026 12	FORM SUBMITTED  18/03/2026 16/03/2026	Registration Fee submitted Airtel_Umair Internet access Application	

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# 1511

**NATIONAL GREEN TRIBUNAL**  
Original Application No. 1155 of 2024

Kaushalendra Kumar

Applicant

VERSUS

Union of India & Ors.

Respondents

KNOW ALL to whom these present shall come that We, M/s Moon Beverages Private Limited, the above named Respondent No. 34, do hereby appoint (herein after called the advocate/s) to be my/our Advocate in the above noted case and authorize him:

**Utkarsh Sharma, Advocate [UP-02599/2011], 33, Supreme Enclave, Mayur Vihar, Phase-1, New Delhi-110091**

To act, appear and plead in the above-noted case in this Court or in any other Court in which the same may be tried or heard and also in the appellate Court subject to payment of fees separately for each Court by me/us. To sign, file, verify and present pleadings, appeals, cross objections or petitions for execution review, revision, withdrawal, compromise or other petitions or affidavits or other documents as may be deemed necessary or proper for the prosecution of the said case in all its stages.

To file and take back documents to admit and/or deny the documents of opposite party. To take execution proceedings. The deposit, draw and receive money, cheques, cash and grant receipts thereof and to do all other acts and things which may be necessary to be done for the progress and in the course of the prosecution of the said



I/We do hereby agree to ratify and confirm all acts done by the substitute in the manner as my/our own acts, as if done by me/us for these cases.

I/We do hereby agree that I/We or my/our duly authorized agent would appear in the case and will inform the Advocates for appearance when the case is called for.



I/We do hereby agree not to hold the advocate or his substitute liable for the cost of the said case.

I/We do hereby agree that in the event of the whole or part of the fee being paid to the Advocate remaining unpaid he shall be entitled to withdraw from the prosecution of the said case until the same is paid up. The fee settled is only for the above case and above Court. I/We hereby agree that once the fee is paid, I/We will not be entitled for the refund of the same in any case whatsoever.

IN WITNESS WHEREOF I/WE do hereunto set my/our hand to these presents the contents of which have been understood by me/us on this day of April of 2026.

Accepted subject to the terms of fees

*Utkarsh Sharma*  
Advocate

