

**Before the Hon'ble national Green Tribunal
(Principal bench), New Delhi
OA No 860 of 2022**

In the matter of:

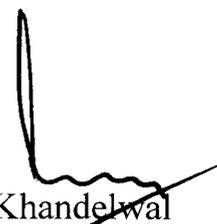
Sachin Tyagi & Anr Applicant

vs

USK Exports Private Limited & Ors.....Respondents

INDEX

PARTICULARS	PAGE No(s)
Reply on behalf of Respondent Number 1	1 – 6
ANNEXURE 1 Copy of Lease Deed	7 – 22
ANNEXURE 2 Copy of Consent dated 23.07.2022	24 – 28
ANNEXURE 3 Copy of Test Reports	29 – 35
ANNEXURE 4 Copy of UPPCB Test Report dated 08.10.2022	36



Sameer Khandelwal
Director
M/s USK Exports Private Limited
Respondent

1

**Before the Hon'ble national Green Tribunal
(Principal bench), New Delhi
OA No 860 of 2022**

In the matter of:

Sachin Tyagi & Anr Applicant

vs

USK Exports Private Limited & Ors.....Respondents

Reply on behalf of the Respondent, M/s USK Export Private Limited in the above matter.

That I, Sameer Khandelwal S/o Shri Abhai Shanker Khandelwal working as Director in M/s USK Exports Private Limited H-6 G.T Road, Industrial Area N.H. 24 Ghaziabad (U.P), Respondent herein do hereby solemnly affirm and declare as under:

1. That I am working as Director in M/s USK Export Private Limited and am fully conversant with the facts of the case and am duly authorized to submit this reply/objection on behalf of the above-named Respondent.
2. That the Answering Respondent, M/s USK Export Private Limited, filing the instant reply/objections to the application/ complaint filed by Shri Sachin Tyagi, applicant in the above matter, based on which cognizance has been taken by this Hon'ble Tribunal. The Hon'ble Tribunal vide order dated 1.12.2022 issued show- cause notice in the matter and fixed 23.03.2023 the next date of hearing.
3. That at the outset it is submitted that the application/ complainant has been filed by the applicant/ complainant with vested interest to harass and malign the Answering Respondent for extraneous considerations. The Answering Respondent is a well reputed manufacturing company and is engaged in Exports of their product.

4. That the Answering Respondent submits that they have not added any additional / new Forging equipment during the last more than 10 years and the Answering Respondent sees no cause of action for the Complainant to raise any objection.
5. That the Answering Respondent is filing the present reply/objection to the complaint/application and seeks leave of this Hon'ble Tribunal to file further detailed reply after the Committee, constituted by this Hon'ble Tribunal, vide its order dated 1.12.2022, places its report in the matter.
6. Preliminary:
 - a. That the Answering Respondent Unit, M/s USK Export Private Limited, is located at H-6 G.T Road, Industrial Area N.H. 24 Ghaziabad (U.P). The Unit is situated in a notified approved Industrial Area, duly notified by the UP Industrial Development Corporation and as such it is a designated Industrial area and that too in a planned development.
 - b. That the Answering Respondent is a law abiding Company which employs more that 300 persons directly and gives employment to about 1000 persons indirectly.
 - c. That as per the Lease deed granted to the Answering Respondent purpose of the land is Forging & Machining and the Answering Respondent is carrying on the same activity for which it was allotted the land. Enclosed herewith is a copy of Lease Deed as **Annexure 1**.
 - d. That the Unit of the Respondent, M/s USK Export Private Limited, is engaged in the process of "Forging activity" and manufactures forged products for domestic and overseas customers for more than 15 years at the present site.
 - e. That requisite and necessary permission /consent under the relevant provisions of the Water Act/ Air Act i.e. "Consolidated Consent" has been granted to the Answering Respondent for carrying out "Iron &

Steel forging items” @ 65 Metric Tonnes / day, by the U.P Pollution Control Board vide their letter No 160298/UPPCB/Ghaziabad(UPPCBRO)/CTO/both/GHAZIABAD/2022 dated 23.07.2022. The copy of said consent is attached herewith as **Annexure 2.**

f. That the Answering Respondent is following all practices and procedures to adhere to the provisions and parameters of the consent granted under the Air and Water Act. It is specifically stated that the Noise generated by the Answering Respondent is within the permissible limit contained in the Air Act.

g. That the Air Act prescribes noise level for Industrial Areas as follows:

Day 75 dB(A) Max
Night 70 dB(A) Max

h. That the Answering Respondent has got the noise monitored by Uttar Pradesh Pollution Control Board authorised laboratory on multiple occasions and at multiple times and the results have been found to be within the prescribed limits. The detail of noise monitoring conducted are as follows:

Testing Agency: Global Enviro Laboratories

Report Number & Date	Time of the Day / Night	Location	Result (dB(A))
GEL-2212/1840 dated 30.12.2022	11:00 to 11:10 Night on 24.12.2022	In front of Company 100 mtrs	61.9
GEL-2212/1838 dated 30.12.2022	10:15 to 10:25 Night on 24.12.2022	Near outside boundary wall	68.4

4

GEL-2212/1837 dated 31.12.2022	10:58 to 11:08 Day on 27.12.2022	In front of Company 100 mtrs	74.5
GEL-2212/1835 dated 31.12.2022	10:02 to 10:12 Day on 27.12.2022	Near outside boundary wall	72.6

Testing Agency: Noida Testing Laboratories

Report Number & Date	Time of the Day / Night	Location	Result (dB(A))
AN-160822-010 dated 17.08.2022	4:30 PM Day	Outside Main Gate	65.8
AN-160822-011 dated 17.08.2022	4:30 PM Day	Near CCIL	60.2
AN-160822-012 dated 17.08.2022	4:30 PM Day	Near Petrol Pump and USK Street	68.4

Copy of above said reports are enclosed herewith as **Annexure 3.**

- i. That the Uttar Pradesh Pollution Control Board has also conducted noise monitoring of the Answering Respondent on 08.10.2022 and the results were found to be within prescribed limit. Copy of report of said noise monitoring is enclosed herewith as **Annexure 4.**
- j. That it may also be brought to the attention of this Hon'ble Tribunal that the factory of the Answering Respondent is located on the main National Highway-24, where the vehicles with heavily loaded goods keep plying round the clock. There are times when the background level

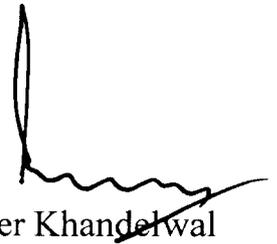
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of the Noise is far more than the prescribed Ambient Noise Limits even when the factory of the Answering Respondent is not in operation.

- k. That in any case, the noise level of the factory of the Answering Respondent when measured just outside the factory does not exceed the maximum permissible limit or the ambient noise level, whichever is higher.
- l. That in view of the above, any increase in noise level cannot be attributed to the Answering Respondent.
- m. That although not known and cannot be verified, it appears that the complainant is residing in an unauthorized colony across the National Highway 24 and about 150 meters away from the factory of the Answering Respondent. There are 24 lanes of roads on which there is heavy traffic movement round the clock and therefore disturbance, if any, caused to the Complainant cannot be attributed to the factory of the Answering Respondent specially when the ambient noise level in the area even when the factory of the Answering Respondent is not running exceeds the permissible limits.
- n. That the Answering Respondent has taken all measures to control the noise level within permissible limits by installing acoustic control noise barriers consisting of following:
 - Back side sheet -0.70 mm thick GI Sheet
 - Front Sheet -0.50 mm thick Perforated GI Sheet
 - Rockwool -64 g /m³ density, 75 mm thick
Confirming to IS 8183(iv)
 - Tissue Paper – 50 micron
 - Sound Dispensing Sheet-06 mm thick closed cell Nitril D Sheet Sizes of Panel will be 1215 mm x2515 mm, having 18 mm color on both side lengths wise.

6

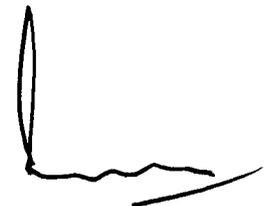
- o. That the Complainant has also alleged that he feels tremors from the running of the factory. This is an unsubstantiated allegation and denied for lack of proof. On the other hand, the Answering Respondent states that there are no tremors by the running of the factory.
- p. That although the Answering Respondent contends that it is not causing any violation of the Water / Air Act or is causing any disturbance to the public, the Answering Respondent is ready and willing to take such further measures as suggested or directed by this Hon'ble Tribunal and/or the committee formed under its direction.



Sameer Khandelwal
Director
M/s USK Exports Private Limited
Respondent

Verification:

Verified at New Delhi on this 27th day of January, 2023 that the contents of the above affidavit are true and correct and nothing material has been concealed therein



Sameer Khandelwal
Director
M/s USK Exports Private Limited
Respondent

28

SECTION
OF
...

OF PLOT

OPEN
SPACE

88.04



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LEASE-DEED

Industrial Area SSGT Road

Plot No. H-6

THIS LEASE-DEED made on the 11th day of March in the year two thousand and five corresponding to Saka Samvat between U. P. State Industrial Development Corporation Limited, a Company within the meaning of the Companies Act, 1956 and having its registered office at A-1/4, Lakhanpur Kanpur (hereinafter called the Lessor which expression shall, unless the context does not so admit, include its successors and assigns) of the one part, AND

Shri/Smt./Km. s/o
r/o

proprietor of the single owner firm/Karta of Joint Hindu Family firm of

OR

1. Shri/Smt./Km. aged years

S/o R/o

2. Shri/Smt./Km. aged years

S/o R/o

3. Shri/Smt./Km. aged years

S/o R/o

4. Shri/Smt./Km. aged years

S/o R/o

5. Shri/Smt./Km. aged years

S/o R/o

REGIONAL MANAGER
U.P. State Industrial Dev. Corps. Ltd.
GHAZIABAD.



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(2)

6. Shri/Smt./Km..... aged years

S/o..... R/o.....

constituted the registered partnership firm of.....

through Shri..... aged..... years

S/o..... R/o.....

duly constituted attorney under the deed dated.....

M/s USK Exports (P) 44

a company within the meaning of the Company Act, 1956 and having its registered office at

6/4, Ram Jay Road, Kanol Gash, New Delhi

through its managing Director/Secretary/duly constituted attorney Shri Sameen Khandelwal

S/o. Sru S. Khandelwal

6/4, Ram Jay Road, Kanol Gash, New Delhi

OR

~~a society registered under the Co-operative Societies Act, hereinafter called the Lessee (which expression shall, unless the context does not so admit, include his heirs, executors, administrators, representatives and permitted assigns/its successors and permitted assigns) of the other part.~~

WHEREAS the State of Uttar Pradesh has acquired land at SSGT Road under the Land Acquisition Act, 1894 and has handed over the same to U.P. State Industrial Development Corporation Limited, Kanpur for the purpose of setting up an Industrial Area and the said Corporation has sub-divided the above land into plots for industrial units for leasing out such sub-divided plots to industrialists for erecting on each plots a factory according to the factory bye-laws and building plans approved by the Lessor and proper municipal and other competent authorities.

AND WHEREAS the amount of premium mentioned in clause 1 hereinafter is provisional and It is hereby agreed that the Lessee shall pay as provided in clause (2) (a) and 2(b) the additional premium as hereinafter mentioned.

AND WHEREAS the Lessee, has requested and the Lessor has agreed to grant lease, within the period of licence notwithstanding the agreement cited above the plot of land hereinafter described area SSGT Road an industrial unit for manufacturing ironing and machining according to the design and building plan approved by the Lessor and proper municipal or other competent authority.

NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

1. In consideration of the payment by the Lessee of the provisional premium of Rs. 7,22,967/- (Rs. Seventy Three Lacs Twenty Thousand Nine Hundred Sixty Seven Paise fifty only.)

REGIONAL MANAGER
U.P. State Industrial Dev. Corpn. Ltd.
GHAZIABAD.

[Signature]



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28 SEP 2005

(3)

the receipt whereof the Lessor hereby acknowledges and of the outstanding amount of provisional premium of Rs..... (Rs.....) to be paid in..... half yearly instalments as follows alongwith interest @.....%per annum on the total outstanding premium.

- 1. Rs..... on the..... day of..... 20.....
2. Rs..... on the..... day of..... 20.....
3. Rs..... on the..... day of..... 20.....
4. Rs..... on the..... day of..... 20.....
5. Rs..... on the..... day of..... 20.....
6. Rs..... on the..... day of..... 20.....
7. Rs..... on the..... day of..... 20.....
8. Rs..... on the..... day of..... 20.....
9. Rs..... on the..... day of..... 20.....
10. Rs..... on the..... day of..... 20.....

Paid

Provided that if the Lessee pays the instalments and the interest on the due date and there are no overdues, a rebate will be admissible @ % per annum in the interest.

- NOTE: (1) The interest shall be payable half-yearly on the 1 st day of January and 1 st day of July each year, the first of such payments to be made on the.....day of.....20.....
(2) Liability for payment of the premium in instalments, including the interest referred to above, shall be deemed to have accrued from the date of the reservation/allotment letter numbering.. 15486-88/S.I.Dc./Roa/H-6/SSGT Dt 4/3/05
(3) The payments made by the Lessee will be first adjusted towards the interest due, if any, and thereafter towards the premium due, if any and the balance, if any, shall be appropriated towards the lease rent notwithstanding any directions/request of the Lessee to the contrary.

And of the rent hereinafter reserved and of the covenants! provisions and agreement herein contained and on the part of the leasee, to be respectively paid, observed & performed, the Lessor doth hereby demise to the Lessee, all the plot of land numbered as..... H-6..... situated within the Industrial Area at..... SSGT Road..... in Village..... Pargana/Tehsil. Chhazabad District. Chhazabad..... Containing by admeasurement..... 12.677 SQm..... be the same



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U.P. State Industrial Dev. Corpn. Ltd.
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(4)

a little more or less, and bounded :-

on or towards the North by..... H-2 H-3 H-4

on or towards the South by..... 40 wide Road

on or towards the East by..... Open Space

on or towards the West by..... 40 wide Road

and which said plot of land is more clearly delineated and shown in the attached plan and therein marked red TO HOLD the said plot of land hereinafter referred to as the demise premises) with their appurtenances unto the Lessee for the term of ninety years from 4th day of March 2007 except and always reserving to the Lessor and his successors or assigns:-

(a) A right to lay water mains, drains, sewers or electric wires under or over the demised premises, if deemed necessary by the Lessor or his successor or assigns in developing the area.

(b) Full rights and title to all mines and minerals in and under the demised premises or any part thereof.

(c) Yielding and paying thereof unto Lessor on the 1st day of April in each year in advance the yearly rent at the rate of Rs. 2,000/- per hectare per year during the first Thirty years, Rs. 5,000/- per hectare per year during the next thirty years after expiry of the first Thirty years and Rs. 10,000/- per hectare per year during the next thirty years after the expiry of the first sixty years. The rent upto the 31st day of March 2007 having been paid.

Provided that if any instalment of premium with interest as agreed above is not paid in full and the whole or any part of the unpaid premium remains in arrears the Lessor shall have the right to recover the same with interest at the agreed rate of 17.5 %

Provided further that the recovery of the principal and interest at the above rate would in no way prejudice or affect the exercise by the Lessor of any other right or remedy arising out of such default under the terms and conditions of this deed and till payment of the premium and interest at the agreed rate in full, the outstanding amount shall remain as a first charge on the demised premises and the buildings and machinery built upon or affixed thereto.

(d) That the lessee will pay upto the lessor the said rent at the time on the date in manner herein before appointed for payment thereof clear of all deductions:

2. (a) (i) In case the Lessor is required to deposit / pay at any stage any additional amount to which it is required/called upon to bear, payor deposit in any court or to Collector in any case/proceedings under the Land Acquisition Act. in the process determination of compensation and either as a security or otherwise, the lessee shall pay such proportionate additional premium/amount to the Lessor within 30 days of the demand as may be determined in t.his behalf by the lessor.

Provided further that the aforesaid deposit shall be subject to final adjustment of land cost after final conclusion of the litigation/proceedings in which the demand was raised and the lessee shall be entitled to claim refund of excess amount, if any, deposited by them.

(ii) The provisional premium mentioned in clause 1 includes the average land cost component based on the cost of acquisition etc. under the Land Acquisition Act of the whole of



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(5)

the Land of which the demised land, after layout for roads, parks and other public utility services, forms part; but should the final cost of acquisition of the whole of the said land or any part thereof go up thereby increasing the land cost component of the plots carved out after development as aforesaid, the Lessee shall upon receipt of intimation from the Lessor, which intimation shall not be delayed beyond a period of three years from the date of final cost of acquisition is determined, pay within sixty days of demand to the Lessor the additional premium being the difference in the land cost component finally determined as aforesaid and the land-cost component of provisional premium mentioned in clause 1 above.

(b) In case the Lessor is required to bear at any stage the additional cost of electrification and/or the additional cost of any other development or facilities and/or in case the Lessor is required to contribute towards any development or provision of facilities which benefits the said industrial Area as a whole, the Lessee shall pay such proportionate additional premium to the Lessor as may be determined in this behalf by the Lessor.

And that such payments of proportionate additional premium shall be made within 60 days of the demand by the Lessor.

3. AND THE LESSEE DOETH HEREBY COVENANTS WITH THE LESSOR AS UNDER:

(a) That the Lessee will bear, pay and discharge all rates, taxes, charges and assessments, of every description which may during the said term be assessed, charged or imposed upon either the land-lord or tenant or the occupier in respect of the demised premises or the building to be erected thereupon.

(b) That the Lessee shall also pay to the Lessor within thirty days from the date of the demand made by the Lessor, such recurring fee in the nature of service and/or maintenance " charges of whatever description (including charges for the supply of water, Lessee's share of the expenses of maintenance of roads, culverts, drains, parks etc., and other common facilities and services as may from time to time be determined by the Lessor and in case of default the Lessee shall be liable to pay interest @ 17%p.a. on the amount due.

OR

The lessee shall pay to the Lessor maintenance charges from the date of license agreement/ Lease Deed on the rates prescribed below:

- a. For the First 5 years Till..... @ Rs. 2/- per sq. mtr p.a.
- b. For year 2002 to 2006 @ Rs.4/- per sq. mtr. p.a.
- c. For year 2007 to 2011 @ Rs. 6/- per sq. mtr. p.a.
- d. For year 2012 to 2016 @ Rs. 8/- per sq. mtr. p.a.

Maintenance charges for subsequent years shall be decided by the Lessor based on the Whole Sale Price Index prevailing in the previous year, vis-a-vis the Whole Sale Price Index in the 20th years and would be informed to the Lessee. The Lessee hereby agrees to pay to the lessor such maintenance charges on first day of July each years. In case of non payment of maintenance charges as mentioned above, the Lessee shall have to bear interest @ 17% p.a. The Lessor further reserves the right to cancel the Lessee on non-payment of maintenance charges. .

(c) That whenever Municipal Corporation or Board, Cantonment Board, Zila Parishad, Town



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14

(6)

Area or other notified Local Bodies take over or cover this Industrial Area of UPSIDC, the Lessee will be liable to pay and discharge all rates, taxes, charges, claims and out-goings charges or imposed and assessment of every description which may be assessed, charged or imposed upon them by the Local Body and will abide by the rules and directives of the local body.

(d) That the Lessee will obey and submit to the rules of municipal or other authority now existing or hereafter to exist so far as the same relate to the immovable property in the area or so far as they affect the health, safety convenience of the other inhabitants of the place, and shall not release any obnoxious, gaseous, liquid or solid effluents from the unit in any case. He shall make his own arrangement for the disposal of effluents in accordance with the terms and conditions of the State Effluents Board/U.P. Pollution Control Board or any other authority competent to make rules, regulations, bye-laws and laws in this behalf from time to time. Any breach of such law, rules, regulations and bye-laws shall be the sole liability of the lessee.

(e) That Lessee will at his own cost erect on the demised premises in accordance with the layout plan elevation and design and in a position to be approved in Writing and in a substantial and workman like manner the industrial unit as aforesaid, with all necessary out-houses sewers, drains and other appurtenances according to the local authority's rules and, by-laws in respect of buildings, drains, latrines and connections with sewers and will commence such construction within the period of.....6.....months and will completely finish the same fit for use and start the manufacturing and production within the period of....12.....months from the date of these presents or within such extended period of time as may be allowed by the Lessor in writing. in its discretion.

(f) That the Lessee will keep the demised premises and the buildings thereon at all time in a state of good and substantial repairs and in sanitary condition at its own cost.

(g) That the Lessee will not make or permit to be made any alteration in or addition to the said building or other erections for the time being on the demised premises or erect or permit to be erected any new building on the demised premises without the previous permission in writing of the Lessor and the municipal or other authority and except in accordance with the terms of such permission and plan approved by the Lessee and the municipal or other authority and in case of any deviation from such terms of plan will immediately, upon receipt of notice from the Lessor or the municipal or the other authority requiring him so to do, correct such deviation as aforesaid and if the Lessor shall neglect to correct such deviation within the space of one calendar month after the receipt of such notice then it shall be lawful for the lessor or municipal or other authority to cause such deviation to be corrected at the expense of the Lessee which expenses the lessee hereby agrees to reimburse by paying to the Lessee or other authority the amount which the Lessor/municipal or other authority as the case may be, shall fix in that behalf and the decision of the Lessor/municipal or other authority, as the case may be, shall be final and binding on the Lessee.

(h) That the Lessee will provide and maintain, at his own cost, in good repairs a properly constructed approach road or path to the satisfaction of the Lessor/Municipal or other authority leading from the public road to the building to be erected on the demised premises.

(i) That the Lessee will not carry on or permit to be carried on the demised premises any obnoxious trade or business whatsoever or use the same to be used for any religious purpose or any purpose other than for the industrial purpose aforesaid without previous consent in writing of the Lessor and the municipal or other authority subject to such terms and conditions as the



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Gurgaon, Haryana

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15

(7)

municipal or other authority may impose and will not do or suffer to be done, on the demised premises or any part thereof, any act or thing which may be or grow to be nuisance or cause damage, annoyance, or inconvenience to the Lessor or municipal or other authority or the owners or occupiers of the other premises in the neighbourhood.

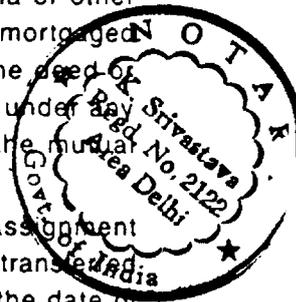
(j) That the Lessee will not without the previous consent in writing of the Lessor, transfer, sublet, relinquish mortgage or assign its interest in the demised premises or the buildings standing thereon or both as a whole and every such transfer, assignment, relinquishment mortgage or subletting or both shall be subject to and the transferees or assigns shall be bound by all the covenants and conditions herein contained and be answerable to the Lessor in all respects therefor, and the Lessee will in no case assign, relinquish, mortgage, sublet, transfer or part with the possession of any portion less than the whole of the demised premises or cause any sub-division thereof by metes and bound or otherwise.

Provided that the joint possession or transfer of possession of demised premises or any part thereof by the Lessee shall be deemed to be sub-letting for the purpose of this clause.

Provided that prior permission as aforesaid shall not be necessary in the event of mortgage or mortgages without possession in favour of the State Government or of the Industrial Finance Corporation of India or the U.P. Finance Corporation or Industrial Development Bank of India or the Life Insurance Corporation of India or Industrial Credit and Investment Corporation of India or Pradeshiya Industrial & Investment Corporation of U.P. or Industrial Reconstruction Bank of India or any Schedule Bank (Including State Bank of India and its subsidiaries) or Unit trust of India or General Insurance Company and its subsidiaries viz National Insurance Company or New India Assurance Company, Oriental Insurance Company, United Insurance Company and trustees for debenture holders to secure loan or loans advanced by any of them for setting up on demised premises the industry herein before mentioned if the Lessee either furnishes to Lessor an undertaking from the financial institution as aforesaid that entire outstanding amount of premium and interest thereon shall be directly paid by such financial institution to the Lessor as soon as mortgage is created or pays the entire amount aforesaid from his own resources.

Provided further that if at any time the Industrial Finance Corporation of India or other financing body or bodies mentioned above decides to take over, sell, lease or assign the mortgaged assets in the demised premises in exercise of any rights vesting in it by virtue of the deed of deeds executed in its favour by the Lessee at the time of taking the loan or loans or under law, for the time being in force, the sale, lease or assignment will be subject to the mutual consultation with Lessor and the financing body or bodies mentioned above.

Provided further that the Lessee will so often as the said premises shall by assignment or by earth or by operation of law or otherwise howsoever become assigned, inherited or transferred during the pendency of the term hereby agranted within two calender months from the date of such assignment, inheritance or transfer, deliver a notice of such assignment. Inheritance or transfer to the Lessor setting forth names and descriptions of the parties to every such assignment and the particulars and effects thereof together with every assignment and every probate or a will or letters of administration, decree, order certificate or other document effecting or evidencing such assignment, inheritance or transfer and documents as aforesaid accompanying the said notice shall remain for 30 days at least at the office of the Lessor AND it is hereby covenanted that failure to carry out this condition will, without prejudice to the right of the Lessor to determine this deed for breach of this covenant, entail a penalty of Rs. 500/- to be paid by the Lessee.



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U.P. State Industrial Dev. Corp. Ltd.
GATEWAY

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(k) That the members, directors, officers and subordinates or agents, workmen and other authorised representatives of the Lessor shall have access to the plot of land shall have the implied right and authority to enter upon the said plot or land and building to be erected thereon to view the state and progress of the work, to inspect the same and for all reasonable purpose at all reasonable times.

(l) That the Lessee will not make any excavation upon any part of the said land nor remove any stone, sand, clay, earth or any other materials therefrom except so far as may be in the opinion of the Lessor, necessary for the purpose of forming the foundation of the building and compound walls and other necessary structure and executing the work authorised and for levelling and dressing the area covered by this Agreement.

(m) That the Lessee will not erect or permit to be erected at any part of the demised premises any stables, sheds or other structures of any description whatsoever for keeping horses, cattle, dogs, poultry or other animals except and in so far as may be allowed by the lessor in writing.

(n) That the Lessee will not exercise his option of determining the lease nor hold the Lessor responsible to make good the damage if by fire tempest, or violence of any army or a mob or other irresistible force, any material part of the demised premises is wholly or partly destroyed or rendered substantially or permanently unfit for building purposes.

(o) That the Lessee will not erect any building constructions or structures except compound walls and gates on any portions of the demised premises within As per up S.D.C. 68x 62x 45 meter of boundries on Front, Rear and both sides thereof as marked in the attached plan.

(p) That the Lessee shall put the demised premises with the buildings constructed thereon to the use and start the manufacturing and production herein before mentioned within 12 calender months from date of possessions of the said land is handed over to him and in any case within 24 calender months from the date of this deed or such extended period of time as may be allowed by the lessor in writing in its discretion, provided that the extension of time for putting the building to use under this clause shall not be admissible except where in the opinion of the Lessor the delay is caused for reasons beyond the control of the Lessee.

(q) That the Lessee shall keep the Lessor indemnified against any and all claims for damage which may be caused to any adjoining building or other premises by the building or in consequence of the execution of the aforesaid works and also against claims for damages if the Lessee or his workmen or servants shall :-

- (i) injure or destroy any part of building or other structures contiguous or adjacent to the plot of land;
- (ii) keep the foundation, tunnels or other pits on the plot of land open or exposed to weather causing any injury to contiguous or adjacent buildings;
- (iii) dig any pits near the fountiations of any building thereby causing any injury or damage to such buildings.

The damages shall be assessed by the Lessor whose decision as to the extent of injury or damages or the amount of damage payable thereof shall be final and binding on the Lessee.



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P. State Industrial Dev. Corp. Ltd.

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a) The lessee shall start production within two years of transfer / allotment or else Time Extension Fee (TEF) shall be charged as following:

Upto two years from the date of - Without any extension fee allotment / transfer

- | | |
|--------------|---------------------------------------|
| 2 to 3 years | - 2% of the original premium as TEF |
| 3 to 4 years | - 3% of the original premium as TEF |
| 4 to 5 years | - 5% of the original premium as TEF |
| 5 to 6 years | - 7.5% of the original premium as TEF |

Beyond 6 years extension in exceptional circumstances with the prior approval of Managing Director @ 10% of original premium as time extension fee

- b) Request for time extension will have to be made by defaulting allottees within the expiry of original / extended period
- c) In case request of time extension is made after the expiry of original / extended period and plot is not cancelled meanwhile then TEF would be payable for the entire period elapsed since expiry of original / extended time limit.
- d) In case unit commences production beyond 2 years from the date of allotment / transfer or any extended period. Then TEF will be payable for minimum period of six months after original / extended period. In case TEF will be is not paid by the lessee allotment shall be liable for cancellation on ground of non-payment of TEF.
- e) TEF shall be payable on 6 monthly basis i.e. 1st July of each year and interest on unpaid TEF would be charged from 1st January / 1st July after expiry period and its demand shall be raised in the demand notices.

" The lessee will raise construction covering at least 50% area of the plot and re-commence production in case unit is not under production within 12 months from the date of execution of lease deed or any extended period as allowed by the corporation, failing which the L/Deed shall be liable to be determined and allotment cancelled."



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(9)

(r) That the Lessee being a registered partnership firm declares, affirms, and undertakes that during the subsistence of the terms of this, agreement the said partnership shall not be dissolved, reconstituted or wound up and/or dealt with in any way which may jeopardies the rights and interest of the lessor or the matter of this lease, nor shall its constitution be altered, in any manner otherwise without written consent of the lessor, first had and obtained, and it shall not stand dissolved on the death or insolvency of any of its partners;

OR

The Lessee being an individual or sole proprietor of a firm shall not allow any person(s) as partner(s) with him without the prior written consent of the Lessor.

OR

The Lessee being a Company shall not make or attempt to make any alterations, whatsoever in the provisions of its Memorandum & Articles of Association or in its capital structure without the written consent of the Lessor, first had and obtained, and the Lessee hereby undertakes to get registered the prescribed particulars of the charge hereunder created with Registered of Joint Stock Companies under Section 125 of Companies Act, 1956 with in stipulated period.

While granting its consent as aforesaid the Lessor may require the Successor interest of the Lessee to enter into a binding contract with the Lessor to abide by the faithfully carry out the terms, conditions, stipulations, provisions and agreements herein contained or such other terms & conditions as the Lessor may, in its discretions, impose including the payment by the successor-in-interest such additional premium and/or enhanced rent as the Lessor may in its discretion think proper. In the event of breach of this conditions the agreement shall be determined at the discretion of the Lessor.

That the Lessee being a Company, shall not change its name without prior information to UPSIDC and effect enblock transfer of shares even in phases resulting in change of management unless a prior written permission of the Lessor is obtained.

Provided that right to determine this agreement under this clause will not be exercised if the industry at the premises has been financed by State Government or Industrial Finance Corporation of India or the U.P. Finance Corporation or the Industrial Development Bank of India or the Life Insurance Corporation of India or Pradeshiya Industrial and Investment Corporation of Uttar Pradesh or Industrial Reconstruction of India or any Schedule Bank (Including State Bank of India and its subsidiaries), Unit Trust of India or General Insurance Company or and its subsidiaries viz. National Insurance Company, New India Assurance Company, Oriental Insutance Company and United Insurance Company and trustees for debenture holders and the said financing body or bodies mentioned above decide to take over possession or sell, or lease or assign the mortgaged assets in exercise of the rights in it or them by virtue of the deed or deeds executed in its or their favour by the Lessee as provided herein above or under any law for the time being in force.

(s) That it is further agreed that the lease shall stand automatically terminated if there be any change in the constitution of Lese, partnership firm or private limited company etc. as on the date of execution of this deed without prior approval in. writting of the Lessor.

(t) That in employing labour for his industry, skilled or unskilled, the Lessee shall give preference to one or two able bodied persons from the families whose lands have been acquired for the purpose of the said Industrial Area/Estate.



REGIONAL MANAGER
State Industrial Dev. Corps. Ltd.
CHANDIGAH.

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4. AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLOWS:

(a) Notwithstanding anything herein before contained if there shall have been in the opinion of the Lessor any breach by the Lessee or by any person claiming through or under him of any of the covenants or condition hereinbefore contained and on his part to be observed and performed and in particular without prejudice to the generality of this sub-clause, if the Lessee transfers, relinquishes, mortgages or assigns any part of the demised premises less than the whole of transfers, relinquishes mortgages or assigns the whole of the demised premises without the previous consent in writing of the Lessor as hereinbefore provided subject to exceptions in clause 3(J) or if the Lessee fails to commence and complete the buildings and to put the same to use and to carry the manufacturing and production for at least 90 days in the time and manner hereinbefore provided or if the amounts due to the Lessor as rent hereby reserved or any part of the premium or interest as stipulated in clause (1) shall be in arrears and unpaid for a period of 30 days after the same shall have fallen due for payment or if the lessee or the person in whom the Lease hereby created shall be vested shall be adjudged insolvent or if this lease is determined as hereinbefore specified, it shall be lawful for the Lessor subject to the provisions of clause 3 (r). 3(s) (without prejudice to any other right of action of the Lessor in respect of any breach of this deed), to re-enter without taking recourse to a court of law, upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely cease and determine and amount equal to 20% of the total premium together with outstanding interest due till date, Lease rent due & other dues. if any shall stand forfeited to the Lessor without prejudice to right of the Lessor to recover from the Lessee all money that may be payable by the Lessee, hereunder with interest thereon @% per annum and the Lessee shall not be entitled to any compensation whatsoever.

Provided always that the Lessee shall be at liberty to remove and appropriate to himself all his buildings, erections and structures, if any, made by him and all his materials thereof from the demised premises after paying up all dues, the premium, interest and the Lease rent upto date and all municipal and other taxes, rates and assessments then due and all damages and other dues accruing to the Lessor and to remove all such materials from the demised premises within three months or sooner of the date of expiration determination of the Lease as he may have himself put up and in case of failure on the Lessee's part to do so the buildings and erections standing on the demised premises and all materials thereof shall vest in the Lessor and the Lessee shall then have no right to claim for the refund of any money paid by him to the Lessor upto that time or to claim any compensation for the structures and materials put up by him on the demised premises.

Provided further and always that the right of re-entry and determination of the Lease as hereinbefore provided shall not be exercised if the industry at the demised premises has been financed by the State Government or Industrial Finance Corporation of India or the U.P. Finance Corporation or Industrial Development Bank of India or the Life Insurance Corporation of India or Industrial Credit and Investment Corporation of India of Pradeshia Industrial and Investment Corporation of U.P. or Industrial Reconstruction Bank of India or any Scheduled Bank (including the State Bank of India and its subsidiaries), Unit Trust of India or General Insurance Company and its subsidiaries viz. National Insurance Company, Assurance Company, Oriental Insurance Company, United Insurance Company and trustees to debenture holders & the said financing body or bodies mentioned above, remedy the breach or breaches within a period of 60 days from the



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date of the notice issues or served by the Lessor on the said financing institution or institutions regarding the said breach or breaches.

(b) Any losses suffered by the Lessor on a fresh grant of lease of the demised premises for breach of conditions aforesaid on the part of the lessee or any person claiming through or under him shall be recoverable by the Lessor.

(c) All notices, consents and approvals to be given and notifications of any decisions by the Lessor shall be in writing and signed on behalf of the Lessor and shall be considered as duly served if the same shall have been delivered to, left or posted (even though returned unserved on account of refusal by the Lessee or otherwise howsoever) addressed to the Lessee at the usual or last known place of residence or business or office or at the plot of land or at the address mentioned in these presents or if the same shall have been affixed to any building or erection whether temporary or otherwise upon the said land.

(d) All powers exercisable by the Lessor under this lease may be exercised by the Managing Director of U.P. State Industrial Development Corporation Limited. The Lessor may also authorise any other officer or officers of the Corporation to exercise all or any of the powers exercisable by him under this lease.

Provided that the expression Managing Director shall include the Managing Director for the time being or any other officer who is entrusted by the Lessor with function similar to those of the Managing Director.

(e) That the Lessor and the Lessee hereby agreed that all sums due under this deed from the Lessee on account of premium, rent, interest or damages for use and occupation or service and /or maintenance charges or on any other account whatsoever shall be recoverable as arrears of land revenue.

(f) That the determination of this deed shall in no way prejudice or effect the right of the Lessor to recover from the Lessee any sum which the Lessor may fix on account of the damage done by the Lessee or his agent or workmen to the demised premises or which may result from faulty maintenance or carelessness in proper maintenance.

(g) That any relaxation or indulgence granted by the Lessor shall not in any way prejudice the legal right of the Lessor.

(h) The stamp and registration charges on this deed shall be borne by the Lessee.

5. Notwithstanding any other provisions herein before contained to the contrary the Lessee shall put up the whole of the property demised under this presents for the Industrial use to the satisfaction of the Lessor and the Lessor shall have the right to determine the Lease of that much area of the plot of land demised which has not been actually so put to use within a reasonable time at its discretion or even to determine the lease of the whole of the land demised under these presents. The decision of the Lessor shall be binding with regard to the extent of the user as aforesaid as to whether the whole of demised land has been utilised or only a portion has been used and the Lessee shall be bound by the decision of the Lessor in this regard. The Lessee hereby expressly agrees to the determination of the lease in part at the discretion of the Lessor.

It is further expressly agreed by the Lessee that the lease in part or as a whole for default of the provisions of this clause shall be terminable by a three months notice to quit on behalf of the Lessor.



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U.P. State Industrial Dev. Corpn. Ltd.
GHAZIABAD.

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6. (a) That the Lessee is fully aware that the aforesaid premises had earlier been given by the Lessor to Shri/Km./M/s..... through the lease deed dated..... duly registered at.....on..... but the lease has been determined/surrendered and forfeited by the Lessor vide letter/notice No..... dated.....and as such has ceased absolutely.

(b) That it is hereby agreed between the parties to this deed that in case the Lessee is not able to get or retain possession of the demised premises due to a civil action or other legal proceedings initiated by the prior Lessee then, in that case the Lessee shall not be eligible to any reimbursement from the Lessor and shall further be liable to defend the civil action or proceedings as aforesaid at his own cost.

7. The lessee will mention in the postal address of their correspondence letter invariably the name of UPSIDC Industrial Area.

IN WITNESS HEREOF the parties hereto have set their hands the day and in the year first above written.

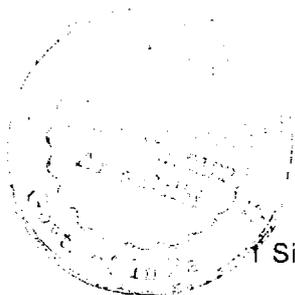
For and on behalf of

U.P. State Industrial Development Corporation Ltd



Signed by :

REGIONAL MANAGER
U.P. State Industrial Dev. Corps. Ltd.
GAZIABAD.



For and on behalf of the Lessee

[Handwritten signature]

a. Witness .

b. Witness.

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L.D.(DTL) March, 04

28 SEP 2005



U. P. State Industrial Development Corporation Ltd.

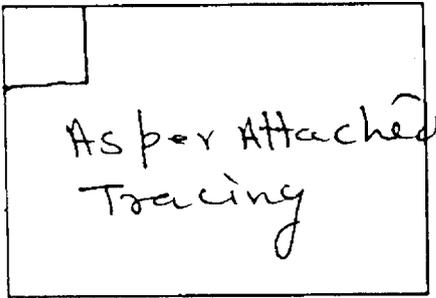
Regional Office : R-13/112 Raj Nagar Ghaziabad.

POSSESSION MEMO

Certified that the plot / shed No. H-6 situated in Industrial Area SSUT Road Ghaziabad details whereof are given below has been transferred today viz. 11.03.05 at 4.45 AM/P.M. by the U.P. State Industrial Development Corporation Ltd. to Shri Sameer Khandelwal Director of M/S. V.S.K. Exports Pvt. Ltd. Licencee / Lessee Purchaser after preuse demarcation. *Plot is lying vacant/There are construction etc. on the plot.

Dimensions and boundaries of the land

Lay out of the transferred land.



NOTE: map is not to the scale
Details of building, fixtures etc. if any with measurements and approximate value of each items.

① B/walkirigate

* (As per Inventory attached)

Area of land. 12677.00 Sq. Mtrs.

*Strike off Whichever is inapplicable.

Possession taken over for and on behalf

of.....
 1. [Signature]
 2.
 3.

Designation / Status

Possession handed over for and on behalf of U.P.S.I.D.C. Ltd.

[Signature]
11.03.05

Junior Engineer / surveyor

Dated :

Witness :

Witness :

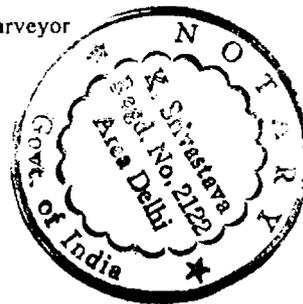
- Nand K. Khan
B-101, Anand Nagar G2B
-

1.

2.

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No. /SIDC/RO / Dated.....

Copy forwarded for information and necessary action :

28 SEP 2005

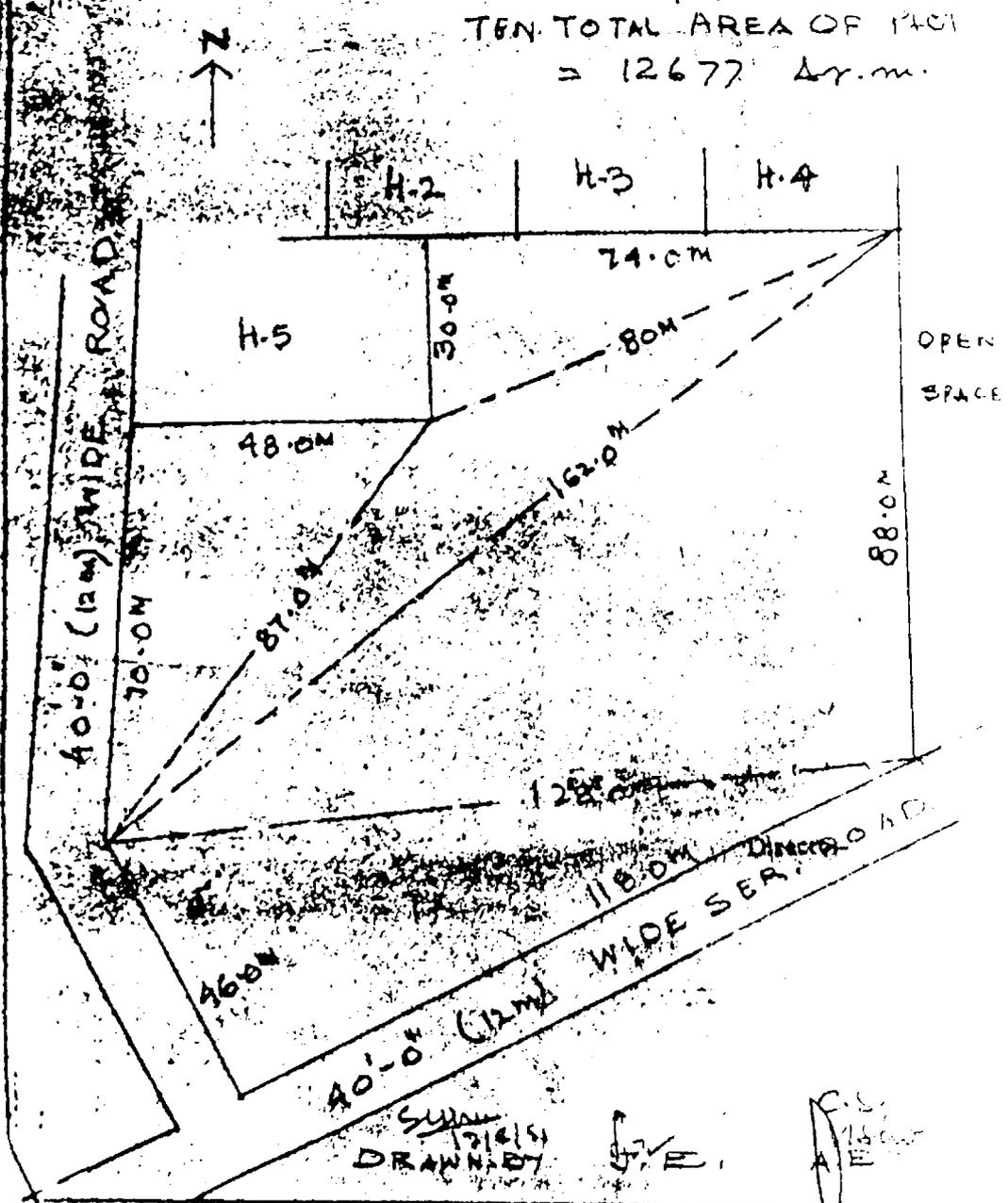
- Chief Manager (IA) U. P. S. I. D. C. Ltd., Kanpur.
- Executive Engineer U. P. S. I. D. C. Ltd., G2B
- Shri Sameer Khandelwal / 6/14 Karnal Road
Karnal Bagh n. Delhi

Assitt. Manager / Dy. Manager

23

STATE INDUSTRIAL DEVELOPMENT
SITE PLAN OF PLOT NO. H-6 AT INDUSTRIAL
AREA SOUTH SIDE OF G.T. ROAD 6211
SCALE 1:1000

INDEX:-
T.F.N. TOTAL AREA OF PLOT
= 12677 Sq.m.



Suman
DRAWN BY
J.V.E.
A.E.

REGIONAL MANAGER
O.P. State Industrial Dev. Corpn. Ltd.
GHANABAD



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ANNEXURE 2 (24)

Uttar Pradesh Pollution Control Board

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

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

160298/UPPCB/Ghaziabad(UPPCBRO)/CTO/both/GHAZIABAD/2022 Date: 23/07/2022

To,

M/s

USK EXPORTS PRIVATE LIMITED

H-6, SOUTH SIDE OF G.T ROAD UPSIDC INDUSTRIAL AREA

GHAZIABAD,GHAZIABAD,201020

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

Consent No-17073645 Date-23/07/2022

CCA is hereby granted to **USK EXPORTS PRIVATE LIMITED** located at **H-6, SOUTH SIDE OF G.T ROAD UPSIDC INDUSTRIAL AREA GHAZIABAD,GHAZIABAD,201020**. 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 **USK EXPORTS PRIVATE LIMITED** granted for the period from **01/08/2022 to 31/07/2027** and valid for manufacturing of following products with **Capital Investment/Net Assets Values 9361.2197266 Lakhs**

S No	Product	Quantity	Unit
1	Iron & steel forging items- 65 MTD	65	Metric Tonnes/Day

2. Specific Conditions under Water Act :-

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

Kind of Effluent	Quantity(KLD)	Treatment facility and discharge point
Domestic	0.8 KLD	Septic Tank

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

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

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

Industrial Effluent Quality Standard

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

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

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

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

3. Conditions under Air Act :-

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

Air Pollution Source Details

S No.	Air Pollution Source	Type of fuel	Stack no	Control Device	Height of Stack
1	DG set 1010 KVA	HSD	1	Particulate Matter	As per CPCB norms
2	DG set 180 KVA	HSD	2	Particulate Matter	As per CPCB norms
3	Re Heating furnace-04 nos (PNG fired) with hammers (8.0 ton, 5.0 ton-02 nos and 50.0 ton)	PNG	3	Particulate Matter	As per CPCB norms
4	Heat treatment furnace-01 nos (PNG fired)	PNG	3	Particulate Matter	As per CPCB norms

Emission Quality Standards

S No.	Stack no	Parameters	Standards
1	1	Particulate Matter	As per CPCB norms
2	2	Particulate Matter	As per CPCB norms
3	3	Particulate Matter	As per CPCB norms
4	4	Particulate Matter	As per CPCB norms

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

dispatched immediately

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

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

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

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

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

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

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

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

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

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

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

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

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

REGIONAL OFFICER, GHAZIABAD

Copy to:

CEO-1, UPPCB, LUCKNOW

UTSAV SHARMA
Digitally signed by
UTSAV SHARMA
Date: 2022.07.23
23:06:40 +05'30'

REGIONAL OFFICER, GHAZIABAD

Annexure

Specific Conditions

1. The industry can only manufacture products, at the rate of production as mentioned in consent order. In case of any change in production capacity, process, raw materials use etc. the industry will have to intimate the Board. For any enhancement of the above, fresh Consent to Establish has to be obtained from U.P. State

Pollution Control Board.

2. Under the Noise Pollution (Regulation and Control) Rule 2000, the industry shall take adequate measures for control of noise from its own sources within the premises so as to maintain ambient air quality standards in respect of noise to less than 75 dB(A) during day time and 70 dB(A)
3. The industry shall adhere to general standards terms and conditions of Water/Air Acts and compliance of Environment standards as per Environment (protection) Act 1986.
4. Industry shall submit first compliance report with respect to conditions imposed within 30 days of issue of this permission.
5. Separate power connection with energy meter shall be provided for the Pollution Control Equipment's and record of power consumption and chemicals consumption for the operation of pollution control equipment shall be maintained separately.
6. Concealing the factual data or submission of false information / fabricated data and failure to comply with any of the conditions mentioned in this order may result in withdrawal of this order and attract action under the provisions of relevant pollution control Acts.
7. Copy of NOC from Uttar Pradesh Ground Water Department (UPGWD) should be submitted to this office within 03 months, failing which this certificate shall be automatic revoked.
8. Unit shall ensure to development of green belt based on Miyawaki method.

General Conditions:-

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

1. The applicant shall however, not without the prior consent of the Board bring into use any new or altered outlet for the discharge of effluent or gases emission or sewage waste from the unit.
2. Treated waste water and domestic waste water shall be disposed jointly at one disposal point. The applicant shall provide discharge measurement equipment at final disposal point.
3. The applicant shall strictly comply with conditions of this CCA and submit compliance report of stipulated conditions within 30 days of receipt of this CCA. If, at any point of time, it is found that the industry is not complying with stipulated conditions or any further direction/instruction issued by the Board, legal action shall be initiated against the applicant.
4. The applicant shall maintain good house keeping. All valves/pipes/sewer/drains etc. must be leak-proof
5. The industry shall provide uninterrupted entry to the STPs/ETPs inlet and outlet points, Air Pollution Control equipment and stack for smooth sampling/monitoring of efficiency of pollution control measures.
6. The industry shall provide Inspection Book at the time of inspection to the Board's officials.
7. Whenever due to any accident or other unforeseen act or event, such emission occurs or is apprehended to occur in excess of standards laid down, such information shall be reported to the Board's offices and all other concerned offices. In case of failure of pollution control equipment, the production process connected to it shall be stopped with immediate effect.
8. The industry shall operate in a manner so that all emissions be emitted through designated chimney/stack only.
9. In case of any damage to the agriculture productivity, human habitation etc. by the operation of industry, it shall be imperative to stop production in the industry with immediate effect and such information shall be reported to Board's offices. The industry shall be liable to pay compensation also in such cases as decided by the Competent Authority.
10. The applicant shall apply before the 60 days of expiry of CCA or any change in production types/ production capacity/manufacturing process/capacity enhancement etc. or any change in effluent discharge point or emission point
11. The Board reserves the right to revoke/add/modify any stipulated condition issued along with CCA, as may be necessary.

12. The person authorized shall not rent, lend, sell, transfer or otherwise transport the hazardous waste without obtaining prior permission of the Board.
13. Any unauthorized change in personnel, equipment as working condition as mentioned in the application by the person authorized shall constitute a breach of his authorization.
14. It is the duty of the authorized person to take prior permission of the Board to close down the facility.
15. The authorization is valid for temporary storage of Hazardous Waste within premises only.
16. The authorized agency shall ensure that on-line data with regard to quantity and nature of hazardous chemicals being used in the plant as well as air emission and waste generated within premises is displayed on Display Board of size 6x4 feet outside the main factory gate within premises
17. It is duty of the authorized person to take prior permission of this Board to close and cleanup the facility for treatment, storage and disposal of hazardous waste.
18. The applicant shall maintain record of hazardous waste in Form-3 and shall submit annual return in Form-4 on or before the 30th day of June following to the financial year to which that return relates.
19. In no case any hazardous waste shall be disposed off on land, in any drain, or into any water stream. All spillage must also be safely collected and stored.
20. Before the hazardous waste is stored or dumped in the facility, applicant must conduct a detailed physical and chemical analysis of hazardous waste sample and report to the Board.
21. Dried hazardous sludge from the process in the plant shall be stored in double lined HDPE pit constructed with R.C.C. or such material which does not react with the waste contained in it.
22. The storage area should be fenced properly and Sign/Notice Board indicating 'Danger' and 'Hazardous' shall be displayed at appropriate position both in Hindi and English.
23. The industry shall store non-ferrous metal waste, used oil/spent oil waste in sealed drums placed on impervious floor under covered shed. Hazardous waste if required shall be sold only to Registered Recyclers/Re-processors.
24. In case of any transportation of hazardous waste, the details in Form-10 of the Hazardous and Other Wastes Rules, 2016 shall be submitted to the Board.

REGIONAL OFFICER, GHAZIABAD



ANNEXURE 3 (29)
GLOBAL ENVIRO Laboratories

PLOT NO. 4, KHASRA NO. 45, OPPOSITE SHREE MANAN DHAM TEMPLE,
8TH K.M. MILE STONE, INDUSTRIAL AREA, MEERUT ROAD, GHAZIABAD -201003 (U.P.)
MOBILE : +91-9810317145, +91-8826028116
E-mail : global_enviro@rediffmail.com, globalenvirolab@gmail.com

TEST REPORT

ISSUED TO	:	M/S. USK EXPORTS PRIVATE LIMITED. H-6, SOUTH SIDE OF GT ROAD, GHAZIABAD.
Sample Identification No.	:	SL-221224/06
Test Report No & Reporting Date	:	GEL-2212/1840, DATE: 30.12.2022
Monitored by	:	GEL STAFF
Sample Description	:	NOISE LEVEL
Sampling Method	:	GEL/SOP-01/ NOISE LEVEL
Monitoring Date	:	24.12.2022
Monitoring Time & Duration	:	11:00 HR TO 11:10HR

S. NO.	MONITORING SITE	TIME	RESULTS	UNIT
01.	IN FRONT OF COMPANY 100 MTR.	NIGHT	61.9	dB(A)

CPCB STANDARD
70 dB(A)


(Checked By)

INTEKHAB KHAN (Technical Manager)


ARVIND KUMAR
(Authorized Signatory)

- Note:
1. The result listed refer only to the tested samples and applicable parameters.
 2. Perishable samples will be destroyed after 15 days of sampling.
 3. This report cannot be used as evidence in the court of law and cannot be used in part or full in any media without prior permission.
 4. Subject to Ghaziabad Jurisdiction.

END OF REPORT



GLOBAL ENVIRO Laboratories 30

PLOT NO. 4, KHASRA NO. 45, OPPOSITE SHREE MANAN DHAM TEMPLE,
8TH K.M. MILE STONE, INDUSTRIAL AREA, MEERUT ROAD, GHAZIABAD -201003 (U.P.)
MOBILE : +91-9810317145, +91-8826028116
E-mail : global_enviro@rediffmail.com, globalenvirolab@gmail.com

TEST REPORT

ISSUED TO	:	M/S. USK EXPORTS PRIVATE LIMITED. H-6, SOUTH SIDE OF GT ROAD , GHAZIABAD.
Sample Identification No.	:	SL-221224/04
Test Report No & Reporting Date	:	GEL-2212/1838, DATE: 30.12.2022
Monitored by	:	GEL STAFF
Sample Description	:	NOISE LEVEL
Sampling Method	:	GEL/SOP-01/ NOISE LEVEL
Monitoring Date	:	24.12.2022
Monitoring Time & Duration	:	10:15 HR TO 10:25HR

S. NO.	MONITORING SITE	TIME	RESULTS	UNIT
01.	NEAR OUTSIDE BOUNDARY WALL	NIGHT	68.4	dB(A)

CPCB STANDARD
70 dB(A)


(Checked By)

INTEKHAB KHAN (Technical Manager)


ARVIND KUMAR
(Authorized Signatory)

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2. Perishable samples will be destroyed after 15 days of sampling.
3. This report cannot be used as evidence in the court of law and cannot be used in part or full in any media without prior permission.
4. Subject to Ghaziabad Jurisdiction.

END OF REPORT



GLOBAL ENVIRO Laboratories

PLOT NO. 4, KHASRA NO. 45, OPPOSITE SHREE MANAN DHAM TEMPLE,
8TH K.M. MILE STONE, INDUSTRIAL AREA, MEERUT ROAD, GHAZIABAD -201003 (U.P.)
MOBILE : +91-9810317145, +91-8826028116
E-mail : global_enviro@rediffmail.com, globalenvirolab@gmail.com

TEST REPORT

ISSUED TO	:	M/S. USK EXPORTS PRIVATE LIMITED. H-6,SOUTH SIDE OF GT ROAD , GHAZIABAD.
Sample Identification No.	:	SL-221227/03
Test Report No & Reporting Date	:	GEL-2212/1837, DATE: 31.12.2022
Monitored by	:	GEL STAFF
Sample Description	:	NOISE LEVEL
Sampling Method	:	GEL/SOP-01/ NOISE LEVEL
Monitoring Date	:	27.12.2022
Monitoring Time & Duration	:	10:58 HR To 11:08HR

S. NO.	MONITORING SITE	TIME	RESULTS	UNIT
01.	IN FRONT OF COMPANY 100 MTR.	DAY	74.5	DB(A)

CPCB STANDARD
75 dB(A)


(Checked By)
INTEKHAB KHAN (Technical Manager)


ARVIND KUMAR
(Authorized Signatory)

- Note:
1. The result listed refer only to the tested samples and applicable parameters.
 2. Perishable samples will be destroyed after 15 days of sampling.
 3. This report cannot be used as evidence in the court of law and cannot be used in part or full in any media without prior permission.
 4. Subject to Ghaziabad Jurisdiction.

END OF REPORT





GLOBAL ENVIRO Laboratories

PLOT NO. 4, KHASRA NO. 45, OPPOSITE SHREE MANAN DHAM TEMPLE,
8TH K.M. MILE STONE, INDUSTRIAL AREA, MEERUT ROAD, GHAZIABAD -201003 (U.P.)
MOBILE : +91-9810317145, +91-8826028116
E-mail : global_enviro@rediffmail.com, globalenvirolab@gmail.com

TEST REPORT

ISSUED TO	:	M/S. USK EXPORTS PRIVATE LIMITED. H-6, SOUTH SIDE OF GT ROAD, GHAZIABAD.
Sample Identification No.	:	SL-221227/01
Test Report No & Reporting Date	:	GEL-2212/1835, DATE: 31.12.2022
Monitored by	:	GEL STAFF
Sample Description	:	NOISE LEVEL
Sampling Method	:	GEL/SOP-01/ NOISE LEVEL
Monitoring Date	:	27.12.2022
Monitoring Time & Duration	:	10:02 HR To 10:12HR

S. NO.	MONITORING SITE	TIME	RESULTS	UNIT
01.	NEAR OUTSIDE BOUNDARY WALL	DAY	72.6	DB(A)

CPCB STANDARD
75 dB(A)


(Checked By)
INTEKHAB KHAN (Technical Manager)


ARVIND KUMAR
(Authorized Signatory)

- Note: 1. The result listed refer only to the tested samples and applicable parameters.
2. Perishable samples will be destroyed after 15 days of sampling.
3. This report cannot be used as evidence in the court of law and cannot be used in part or full in any media without prior permission.
4. Subject to Ghaziabad Jurisdiction.

END OF REPORT

TEST CERTIFICATE

Test Report of	Report Code	Date of Issue
Ambient Noise	AN-160822-010	17/08/2022

Issued To: M/s USK Exports Pvt. Ltd.
 Address: H - 6, South Side GT Road, Industrial Area, Ghaziabad, U.P. (India)

SAMPLING & ANALYSIS DATA

Sample Drawn On : 16/08/2022
 Sample Drawn By : NTL
 Sample Received On : 16/08/2022
 Sample description : Ambient Noise
 Sampling Instrument Used : Digital Noise Meter
 Sampling Time : 4:30 PM
 Sampling Location : Outside Main Gate

RESULTS						
S. No.	Test Parameters	Results	Units	Requirement (as per CPCB Guidelines Limits in dB)		
				(A) Leq		
				Category of Area/Zone	Day Time	Night Time
1.	L _{day} (6:00 AM to 10:00 PM)	65.8	dB(A)	Industrial Area	75	70
				Commercial Area	65	55
				Residential Area	55	45
				Silence Zone	50	40

- Notes:**
- The results given above are related to the tested sample, as received & mentioned parameters. The customer asked for the above tests only.
 - Responsibility of the Laboratory is limited to the invoiced amount only.
 - This test report will not be generated again, either wholly or in part, without prior written permission of the laboratory.
 - The test samples will be disposed off after two weeks from the date of issue of test report, unless until specified by the customer.



Anjali ver'd
 CHECKED BY

AUTHORIZED SIGNATORY

TEST CERTIFICATE

Test Report of Ambient Noise	Report Code AN-160822-011	Date of Issue 17/08/2022
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Issued To: **M/s USK Exports Pvt. Ltd.**
 Address: **H - 6, South Side GT Road, Industrial Area, Ghaziabad, U.P. (India)**

SAMPLING & ANALYSIS DATA

Sample Drawn On : 16/08/2022
 Sample Drawn By : NTL
 Sample Received On : 16/08/2022
 Sample description : Ambient Noise
 Sampling Instrument Used : Digital Noise Meter
 Sampling Time : 4:30 PM
 Sampling Location : Near CCIL

RESULTS

S. No.	Test Parameters	Results	Units	Requirement (as per CPCB Guidelines Limits in dB (A) Leg		
				Category of Area/Zone	Day Time	Night Time
1.	L _{day} (6:00 AM to 10:00 PM)	60.2	dB(A)	Industrial Area	75	70
				Commercial Area	65	55
				Residential Area	55	45
				Silence Zone	50	40

Notes:

1. The results given above are related to the tested sample, as received & mentioned parameters. The customer asked for the above tests only.
2. Responsibility of the Laboratory is limited to the invoiced amount only.
3. This test report will not be generated again, either wholly or in part, without prior written permission of the laboratory.
4. The test samples will be disposed off after two weeks from the date of issue of test report, unless until specified by the customer.

Anjali vaid
CHECKED BY

AUTHORIZED SIGNATORY




TEST CERTIFICATE

Test Report of	Report Code	Date of Issue
Ambient Noise	AN-160822-012	17/08/2022

Issued To: M/s USK Exports Pvt. Ltd.
Address: H - 6, South Side GT Road, Industrial Area, Ghaziabad, U.P. (India)

SAMPLING & ANALYSIS DATA

Sample Drawn On : 16/08/2022
 Sample Drawn By : NTL
 Sample Received On : 16/08/2022
 Sample description : Ambient Noise
 Sampling Instrument Used : Digital Noise Meter
 Sampling Time : 4:30 PM
 Sampling Location : Near Petrol Pump & USK Street

RESULTS						
S. No.	Test Parameters	Results	Units	Requirement (as per CPCB Guidelines Limits in dB)		
				(A) Leg		
				Category of Area/Zone	Day Time	Night Time
1.	L_{day} (6:00 AM to 10:00 PM)	68.4	dB(A)	Industrial Area	75	70
				Commercial Area	65	55
				Residential Area	55	45
				Silence Zone	50	40

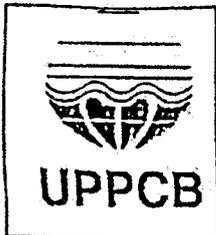
Notes:

1. The results given above are related to the tested sample, as received & mentioned parameters. The customer asked for the above tests only.
2. Responsibility of the Laboratory is limited to the invoiced amount only.
3. This test report will not be generated again, either wholly or in part, without prior written permission of the laboratory.
4. The test samples will be disposed off after two weeks from the date of issue of test report, unless until specified by the customer.



Ahjali vaid
CHECKED BY

AUTHORIZED SIGNATORY



UTTAR PRADESH POLLUTION CONTROL BOARD
REGIONAL LABORATORY
INS-2, SECTOR-16, VASUNDHARA, GHAZIABAD-201012

AMBIENT NOISE MONITORING REPORT

Name of Monitoring Site : USK Export, Private Limited, H-6, NH- 24, Ghaziabad.

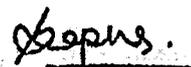
Date of Monitoring : 08.10.2022

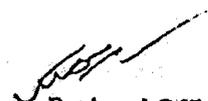
Monitoring By : D.D. Verma, L.A. ,Surjeet Singh L.A.

S.No	Location	Observed value (Day)		
		Min	Max	Avg
1	Near Industry	67.1 db	80.9 db	73.9db

Standard of Noise(dBA)		Day	Night
1	Residencal Zone	55	45
2	Commercial Zone	65	55
6	Silent Zone	50	40
4	Industrial Zone	75	70


 Scientific Assistant


 Scientific Officer


 Regional Officer