

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL, WESTERN
ZONE BENCH, PUNE
AT PUNE**

ORIGINAL APPLICATION NO. 134 OF 2024 (WZ)

RATHOD GULABSINH HARISANG AND ORS

... APPLICANTS

VERSUS

UNION OF INDIA AND ORS

... RESPONDENTS

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PUNE

DATE : 16/04/2026



ADVOCATE FOR RESPONDENT NO.12

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,
WESTERN ZONE BENCH, PUNE
AT PUNE

ORIGINAL APPLICATION NO.134 OF 2025 (WZ)

RATHOD GULABSINH HARISANG AND ORS

... APPLICANTS

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... RESPONDENTS

REPLY FOR AND ON BEHALF OF
RESPONDENT NO.12 (ASHAPURA
PERFOCLAY LIMITED)

MAY IT PLEASE THE HON'BLE TRIBUNAL:

Reply for and on behalf of Respondent No.12 is as under:

1. At the outset, the present Respondent No.12 states that the statements, averments and prayers made by the Applicant are not admitted to the present Respondent No.12 and are denied in toto expressly so far as they are admitted herein. The Respondent No.12 submits that the present Application has been filed by the Applicant with a view to harass the present Respondent No.1 and is not maintainable before this Hon'ble Tribunal.
2. The It is alleged in the Original Application that there is damages caused to their agriculture produces by the Respondent No.12 and hence environmental damage compensation and revocation of Environmental Clearance of the Respondent No.12 is sought

by the Applicant. It is submitted that the Original Application filed by the Applicant is baseless, misconceived, and liable to be dismissed on the following grounds, which are without prejudice to one another and the fact that the present application is not maintainable under the provisions of the NGT Act, 2010. The Applicant has failed to substantiate the substantial question relating to the environment under the provisions of Section 2 (m) of the NGT Act, 2010.

3. The present Reply is being filed on behalf of this Respondent to the Original Application filed by the Applicant. The Respondent No.12 reserves its right to file an additional reply at a later stage if required.

PRELIMINARY OBJECTIONS:

4. The Respondent No.12 is raising an issue of maintainability of the present Application filed by the Applicant on the ground of the limitation as well as on the ground of res-judicata and or constructive res-judicata and or principle analogues to res-judicata in the captioned matter.
5. The Respondent No.12 states that this Hon'ble Tribunal does not have jurisdiction to try, entertain and dispose of the present Application as, the same is not within limitation as well as the

same is hit by principle of the res-judicata and or constructive res-judicata and or principle analogues to res-judicata within the meaning of provision of National Green Tribunal Act, 2010 (herein after referred to as “as said Act”).

6. The Respondent No.12 states that the settled law requires this Hon’ble Tribunal to fully adjudicate and decide the issue of limitation and res-judicata and or constructive res- judicata and or principle analogues to res-judicata as a preliminary issue before any possible adjudication of any merits in the matter.
7. The Respondent No.12 submits that this Hon’ble Tribunal, Principal Bench in the matter of OA 669/2018 has dealt with the present issue in the said Original Application. The Applicant is trying to re-litigate the issue which has already been dealt by this Hon’ble Tribunal, Principal Bench. The present Respondent further states that Respondent No.7 has mentioned the said fact in its affidavit also. **(Ref to para 7 of order dated 29th January 2026 of this Hon’ble Tribunal).**
8. The Hon’ble Tribunal in the matter of Original Application No. 669/2018; considered and accepted the report of the joint Committee comprising the Respondent No.7 and the Respondent No.3 filed on 15.01.2021 and the matter was disposed of on 29th

January 2021. Copy of the order dated 29th January 2021 in the matter of OA 669/2018 is annexed hereto and marked as **ANNEXURE-R-1**.

9. The Respondent No.12 submits that the Applicant in present matter, has made a frivolous allegation about gypsum which are already dealt and decided by this Hon'ble Tribunal, Principal Bench in the matter of Original Application No. 669/2018. The Applicant is trying to re-litigate the same issue before this Hon'ble Bench.
10. The Hon'ble Bombay High Court and the Supreme Court of India have on the interpretation of various statutes held that when statutes prescribe a shorter period of limitation and different scheme of limitation, the provision of the limitation Act is excluded and the Court/Tribunal must apply the period of limitation as prescribed in the specific statutes while exercising the powers. In the view of this the application preferred by the Applicant is totally misconceived and liable to be dismissed.
11. The present Application filed by the Applicant upon plain reading of Section 15 of the Said act is barred by law of limitation. For better understanding of the provision of the said

Act, Section 15 of the said Act has been reproduced herein below for ready reference

“15. Relief, compensation and restitution - (1) The Tribunal may, may by an order, provide, -

(a) relief and compensation to the victims of pollution and other environmental damage arising under the enactments specified in the Schedule I (including accident occurring while handling any hazardous substance);

(b) for restitution of property damaged;

(c) for restitution of the environment for such area or areas, as the Tribunal may think fit.

(2) The relief and compensation and restitution of property and environment referred to in clauses (a), (b) and (c) of sub – section (1) shall be in addition to the relief paid or payable under the Public Liability Insurance Act, 1991 (6 of 1991).

(3) No application for grant of any compensation or relief or restitution of property or environment under this section shall be entertained by the Tribunal unless it is made within a period of five years from the date on which the cause for such compensation or relief first arose:

Provided that the Tribunal may, if it is satisfied that the applicant was prevented by sufficient cause from filing the application within the said period, allow it to be filed within a further period not exceeding sixty days.

(4) The Tribunal may, having regard to the damage to public health, property and environment, divide the compensation or relief payable under separate heads specified in Schedule II so as to provide compensation or relief to the claimants and for restitution of the damaged property or environment, as it may think fit.

(5) Every claimant of the compensation or relief under this Act shall intimate to the Tribunal about the application filed to, or, as the case may be, compensation or relief received from, any other Court or authority.”

12. On bare perusal of section 15 of the said Act, an Application seeking compensation has to be filed within a period of five years from date on which the cause of action for such dispute “first arose”. The cause of action for filling the present Application first arose 2016, when the present Respondent was granted environmental clearance for expansion of the existing unit.
13. The present application is filed after almost 9 years after accrual of cause of action. The Application filed by the Applicant is thoroughly misconceived, malafide, barred by the law of limitation and deserves to be dismissed with heavy costs for dragging the present Respondent to this Tribunal.
14. In the present Original Application, the Applicant has prayed for revocation of Environmental Clearance, the said prayer cannot be granted as for the revocation of Environmental clearance; a statutory Appeal under section 16 of National Green Tribunal Act, 2010 shall be preferred.
15. In the Para 6 of the present Original Application, the Applicant has made an averment that “the Respondent No.12 has been processing bentonite bottling clay for last 15 years, and due to the pollution caused by its plant, the surrounding agricultural land and crops are being damaged and the grazing land of the animals

has been destroyed.....”. It is very clear from the above-mentioned averment that the Applicant has preferred the present application after almost 15 years, which is barred as per the section 14 of National Green Tribunal Act, 2010. (Section 14 (3) No application for adjudication of dispute under this section shall be entertained by the Tribunal unless it is made within a period of *six months* from the date on which the cause of action for such dispute first arose:)

16. The present Application filed by the Applicant upon plain reading of Section 15 of the said Act is barred by law of limitation. On bare perusal of Section 15 of the said Act, an Application raising substantial question relating to environment seeking restitution, remediation and compensation (including enforcement of legal right relating to environment) has to be filed within a period of 5 years from date on which the cause of action for such dispute “first arose” provided that, this Hon’ble Tribunal may, if it is satisfied that the Applicant was prevented by sufficient cause from filling the Application within the said period allow it to be filed within a further period not exceeding sixty days. In the present case, the Application is totally barred by Limitation, as the cause of action for filling the present

Application first arose in 2016. The present Application has been filed on 11th September 2025 which is way beyond the mandatory period of Sections 14 and 15 of the said Act.

17. The Respondent No.12 submits that the present Application is filed on basis of last Show Cause Notice issued to the Respondent No.12 i.e. 26th June 2025. (**Ref. Page 24 of the Original Application**). The Respondent No.12 submits that in the Para 6 the Applicant has made contrary statement that – the said pollution is being done since last 15 years. It is very clear from the averments of the Applicant that the present O.A is filed after 15 years and the Applicant has not come with the clean hands before the Hon’ble Tribunal.
18. The Respondent No.12 submits that this Hon’ble Tribunal does not have the jurisdiction to try and entertain the present Application, as the same is not within limitation. The present Respondent No.12 states that the Hon’ble High Court, Bombay and the Hon’ble Supreme Court have on the interpretation on various Statutes, held that, when a statute prescribes a shorter period of limitation and difference scheme of the limitation, the provision of Limitation Act is excluded and the Court/Tribunal must apply the period of limitation as prescribed in the specific

statute while exercising the powers. In view of this, the Application preferred by the Applicant is totally misconceived and liable to be dismissed.

19. The Respondent No.12 further submits that, the Applicant is unnecessarily trying to create hurdle for the Respondent No.12 to operate the plant for which the Respondent No.12 has taken all valid permission required as per the law.

FACT OF THE CASE:-

20. The Respondent No.12 is a company registered and incorporated under the provisions of The Companies Act and is having its registered office at Bhuj (Gujarat). The Respondent No.12 is engaged in the business of manufacturing of Bleaching Clay.
21. The Respondent No.12 obtained a valid Environmental Clearance dated 30th July 2016 granted for expansion of the unit by the Respondent No.3- Gujarat Pollution Control Board. (**Ref. ANNEXURE – R-1 (Page No. 31 to 35) of the Original Application**)
22. The Respondent No.12 applied for amendment of Environmental Clearance for Inclusion of Survey No. 166 and 168 on 13th September 2023. The Respondent No.12 was granted Terms of Reference for the said survey numbers on 06th February 2025.

Copy of the Term of Reference is annexed and marked as **ANNEXURE – R-2**. The Respondent No.12 further submits that the as the application for the Environmental Clearance is still pending with the Respondent No.8, the Respondent No.12 has never operated plant on the said lands i.e. Survey No. 166 and 168. The same has been verified by concerned authorities from time to time.

PARAWISE REPLY:-

23. The averments made in Para 1 and Para 2 are denied by the Respondent No.12 for want of knowledge and supporting documents.
24. The Respondent No.12 further submits that there are numerous farms land near the vicinity of the Respondent No.12, where various crops are being cultivated by the respective farmers. The Respondent No.8 has not received any complaint till date regarding damages of crops. The Respondent No.12 submits that the farm of Applicant No.2 is 250 Meters (approx.) from the plant of the Respondent No.12. It can be depicted from the committee report that in last 10 years no data regarding damages was recorded hence it proves that the allegations made by the Applicants are baseless and arbitrary.

25. The averments made in Para 3, it is submitted that the contents therein are partially correct and the rest are denied by the present Respondent No.12. It is denied by the Respondent No.12 that – ‘it has violated many EC conditions.’. The various authorities are inspecting the plant of the Respondent No.12 from time to time for verification of compliances and nothing was found as alleged by the Applicants.
26. The averments made in para 4 are denied by the Respondent No.12. As stated in Para 12 of the present reply; the Respondent No.12 never operated on the Survey No. 166 and Survey 168.
27. The averments made in Para 5 are denied by the Respondent No.12. The Respondent No.12 further submits that.
- I. There was not such heavy rains and plant was not affected. However, safety and environment department followed by company’s disaster cell of Respondent No 12 keeping constant watch during monsoon.
 - II. Respondent No 12 has never discharged wastewater outside the premises.
 - III. Respondent No 12 has provided storage facility as per statutory requirement, dried gypsum waste before suitably disposal of the same.

IV. Gypsum waste is disposed by selling to the cement industries for coprocessing in normal condition and when there is demand for the cement industries. Gypsum waste is categorized as non-hazardous and if required it is disposed in abandoned mines for which required statutory permission from GPCB is obtained.

All above conditions are being complied, following instructions of GPCB and same has been verified by concerned authorities.

28. In the Para 6 of the present Original Application, the Applicant has made an averment that “the Respondent No.12 has been processing bentonite bottling clay for last 15 years and due to the pollution caused by its plant, the surrounding agricultural land and crops are being damaged and the grazing land of the animals has been destroyed.....” It is very clear from the above-mentioned averment that the Applicant has preferred the present application after almost 15 years, which is barred as per the section 14 of National Green Tribunal Act, 2010.
29. The Respondent No.12 further submits that Original Application No.669/2018 was filed before this Hon’ble Tribunal. In the said matter the Respondent No.1 has filed a committee report and

Hon'ble Tribunal in its order dated 29th January 2021 in Paragraph 5 held that –

“Accordingly, we have accepted the report and direct that the recommendations in the report be duly complied with for improvement of the ground water quality. The gypsum waste generated may be disposed of as per consent conditions which may be overseen by the State PCB.” Matter was disposed of”

The Respondent No.12 submits that in view of above averments, despite the fact that earlier this matter had already been considered by the Hon'ble this Tribunal, Principal Bench and the Applicants has filed the present matter.

30. The averments made in Para 7 is denied by the Respondent No.12. The Respondent No.12 further submits that the Respondent No.12 sent a letter dated 1st July 2025 to the Respondent No.3 regarding submission compliance status in response to Show Cause Notice dated 26th June 2025:-

- I. Gypsum was stored at for sun drying. During shifting operations from the plant to Survey No. 163 and 164, minor spillage occurred near the bridge. The area is regularly cleaned using JCB on a daily basis.
- II. Due to limited demand from cement industry gypsum utilization has been constrained, leading to stockpiling.

The Respondent No.12 has obtained Consent to Operate
—(CCA) for backfilling in abandoned mines.

- III. Upgradation of dedusting system is being done by installing bag filters across the plant
- IV. Strengthening dust control infrastructure to effectively reduce emissions.
- V. All material transfers are now being conducted in closed systems to prevent dust escape.
- VI. Protective canopies have been installed on all conveyor belts.
- VII. All transport vehicles are now covered with tarpaulin to minimize dust release during transit.
- VIII. A bag filter system with an integrated dryer has been installed.

Copy of the letter dated 1st July 2025 is annexed and marked as **ANNEXURE – R-3**.

31. The averments made in Para 8 is denied by the Respondent No.12. The Respondent No.12 further submits that. The Respondent No.12 submits that the inspection report which was referred by the Applicants is older more than 4 years. Later, on various occasions

the regulatory authority has visited the plant of the Respondent No.12.

32. The averments made in Para 9 is denied by the Respondent No.12. The Respondent No.12 further submits that that the Respondent No.12 sent a letter dated 25th September 2023 to the Respondent No.3 regarding submission compliance status in response to Visit of GPCB dated 15th September 2023 :-

- I. Gypsum waste is stored only on Survey No, 163 and 164, there is no any gypsum waste on survey no. 205.
- II. During shifting operations from the plant to Survey No. 163 and 164, minor spillage occurred near the bridge. The area is regularly cleaned using JCB on a daily basis.
- III. The Applicant No.1 farm is located near APL Gate No.2 and Natural Slop of Rain runoff is APL Gate No.2 to APL Gate No.1, as per natural slop the Respondent No.1 discharge point of storm is near gate no.1, so there is no any possibility to rain runoff that goes to the Applicant No.1 farm. (Ground level of Gate No.2 and Gate No.1 is attached in said letter)

Copy of the letter dated 25th September 2023 is annexed and marked as **ANNEXURE – R-4**.

33. The averments made in Para 10 is denied by the Respondent No.12. The Respondent No.12 further submits that that the Respondent No.12 sent a letter dated 24th February 2024 to the Respondent No.3 regarding submission compliance status in response to Inspection of GPCB dated 31st January 2024 :-

I. Details of production, consumption of raw material, fuel and water consumption data is attached in said letter

II. The Respondent No.12 has provided liner at mines. (photos attached in the said letter)

III. The Respondent No.12 conducting plantation on regular basis.

Copy of the letter dated 24th February 2024 is annexed and marked as **ANNEXURE-R-5**.

34. The averments made in Para 11 is denied by the Respondent No.12. The Respondent No.12 further submits that. The Respondent No.12 further submits that it is procedure of statutory authority to issue letter / SCN based on their finding during inspections which are supposed to comply within stipulated time limit and Respondent No. 12 has already complied accordingly.

It was never reported by the Respondent No.3 that crops are damaged due to Respondent No 12.

35. The averments made in Para 12 is denied by the Respondent No.12. The Respondent No.12 further submits that that the Respondent No.12 sent a letter dated 13th December 2023 to the Respondent No.3 regarding submission compliance status in response to Show Cause Notice of GPCB dated 2nd December 2023 :-

- I. Gypsum waste is stored only on Survey No, 163 and 164, there is no any gypsum waste on survey no. 205.
- II. During shifting operations from the plant to Survey No. 163 and 164, minor spillage occurred near Paiya Valu Vahen. The area is regularly cleaned using JCB on a daily basis and at present we cleaned that area.
- III. Samples are as per the ground water quality pattern of the region.
- IV. The Respondent No.12 continuously sprays water in the Respondent No.12 road and operating all APCM installed of stacks to control Air emission.

Copy of the letter dated 13th December 2023 is annexed and marked as **ANNEXURE – R-6**.

36. The averments made in Para 13 is denied by the Respondent No.12. The Respondent No.12 further submits that It is routine practice regarding inspection and its compliances. Petitioner has submitted data based on RTI and there were no remarks regarding damage of crop.
37. The averments made in Para 14 is denied by the Respondent No.12.
38. The averments made in Para 15 is denied by the Respondent No.12. The Respondent No.12 further submits that that Applicants has submitted data based on RTI and there was no any remarks regarding damage of crop.
39. The averments made in Para 16 is denied by the Respondent No.12. The Respondent No.12 further submits that the Respondent No.12 regularly carried plantation at the site of the Respondent No.12, during last one year; the Respondent No.12 has planted 2000 saplings with the premises of the Respondent No.12. Copy of the images and documentary evidences of

plantation of sapling is annexed and marked as **ANNEXURE-R-7**.

40. The Respondent No.12 further submits that the Respondent No.12 has provided appropriate and adequate air pollution control measures. The samplings of gaseous emission carried out by GPCB as well as third party monitoring system. It is submitted by the Respondent No.12 that when any heating system starts, in initial 2 to 3 mins, unburn carbon black smoke which is there is emitted. Similarly at the time of shutting down of the system black smoke is emitted. The said photographs does not depict that smoke which are shown in photographs are continuously emitted.
41. The averments made in Para 17 is denied by the Respondent No.12. The Respondent No.12 further submits that the Respondent No.12 has obtained permission for extracting ground water 90 Cubic M per day from CGWA. Copy of the permission from CGWA is annexed hereto and marked as **ANNEXURE-R-8**. The Respondent No.12 has submitted the Self-Compliance report on CGWA portal. Copy of the self-compliance report is annexed hereto and marked as **ANNEXURE-R-9**.
42. The Respondent No.12 submits that the other two borewells which are located at S No 163 & 164, the same were in existence when

company had purchased the lands, both the borewells are not in use and hence the Respondent No.12 has obtained permissions for the new borewells. Copy of the photographs are annexed hereto and marked as **ANNEXURE-R-10**.

43. The averments made in Para 18 is denied by the Respondent No.12. The Respondent No.12 further submits that the Respondent No.12 that the said matter is sub judice before the Hon'ble High Court of Gujarat. Copy of the Order dated 16th September 2025 is annexed hereto and marked as **ANNEXURE-R-11**.

44. The averments made in Para 19 is denied by the Respondent No.12. The Respondent No.12 further submits that that the Respondent No.12 sent a letter dated 12th March 2025 to the Respondent No.3 regarding submission compliance status in response to Inspection of the Respondent No.3 dated 27st February 2025 :-

- I. During shifting operations, minor spillage occurred near bridge. The area is regularly cleaned using JCB on a daily basis and at present we cleaned that area.
- II. Upgradation of dedusting system is being done by installing bag filters across the plant
- III. Strengthening dust control infrastructure to effectively reduce emissions.

- IV. All material transfers are now being conducted in closed systems to prevent dust escape.
- V. Protective canopies have been installed on all conveyor belts.
- VI. All transport vehicles are now covered with tarpaulin to minimize dust release during transit.
- VII. A bag filter system with an integrated dryer has been installed.

Copy of the letter dated 12th March 2025 is annexed hereto and marked as **ANNEXURE-R-12**.

- 45. The averments made in Para 20 is denied by the Respondent No.12. The Respondent No.12 further submits that the Respondent No.12 has followed the terms and conditions of the Environmental Clearance and Consent to Establish.
- 46. The averments made in Para 21 is matter of record, does not need reply from the Respondent No.12.
- 47. The averments made in Para 22 is denied by the Respondent No.12; the Respondent No.12 further submits that Display Board already placed at main gate
- 48. The averments made in Para 23 is denied by the Respondent No.12, the Respondent No. 12 further submits that the Respondent No.12 sent a letter dated 13th September 2024 to the

Respondent No.3 regarding submission compliance status in response to Show Cause Notice of the Respondent No.3 dated 10th September 2024 :-

- I. During shifting operations from the plant to Survey No. 163 and 164, minor spillage occurred near both side of bridge. The area is regularly cleaned using JCB on a daily basis and at present we cleaned that area.
- II. Due to heavy rain and wind some of the jumbo bags fell down with the flow of water from jumbo bags that the Respondent No.12 kept on the top and the Respondent No.12 picked up from there and cleaned the area.
- III. The Respondent No.12 had complied with conditions mentioned in Show Cause Notice dated 2.12.2023.
- IV. Old waste which was found by committee constituted by the Hon'ble NGT, gypsum waste had been lifted and remediation had been completed scientifically; all sites had been visited by the GPCB and committee regularly.

Copy of the letter dated 13th September 2024 is annexed and marked as **ANNEXURE – R-13**.

49. The averments made in Para 24 is denied by the Respondent No.12. The Respondent No.12 further submits that the Gypsum waste and evaporation residue is packed and stored in separate designated hazardous waste storage facility.
50. The averments made in Para 25 to Para 28 is denied by the Respondent No.12. The Respondent No.12 further submits that the said averments are already being dealt in the Para 44 of this reply.
51. The averments made in Para 29 to Para 35 is denied by the Respondent No.12. The Respondent No.12 further submits the allegations are baseless and arbitrary in nature without any substantial evidence.
52. The Respondent No.12 submits that the Respondent No.12 had done Environmental Audit for the year of 2023-24 and 2024-25; in the said reports it can be depicted that the Consented capacity for Bleaching Clay production is 12,000 MT/Month and the Respondent No.12 has never reached the said production capacity till date. The Respondent No.12 further submits that the Liquid waste (Industrial Effluent and Domestic Waste Water), Solid/ Hazardous Waste (ETP Sludge, Sludge from wet scrubber, Used/ Spent Oil, spent Acid, Evaporation Residue) for the year

2023-24 and 2024-25 are Adequate and Efficacious. Copy of the Environmental Audit Report for the year 2023-24 and 2024-25 are annexed and marked as **ANNEXURE-14 (Colly)**.

53. The Respondent No.12 submits that the Respondent No.12 has done Gypsum Impact Study through an accredited agency. The said Report states that –‘Soil samples collected from Mata na Madh and Pundi mines has not been contaminated or altered due to backfilling of gypsum and the gypsum generated at APL is non-hazardous in nature....’ The Mata na Madh and Pundi mines were allotted to the Respondent No.12. After operations in both mine the closed the Respondent No.12 was granted permission of backfilling abandoned mines by gypsum at Mata na Madh and Pundi since 2019 and 2020 respectively. Copy of Gypsum Impact Study 2025 is annexed and marked as **ANNEXURE-R-15**.

54. The Respondent No.12 submits that the present Respondent is incurring repair and maintenance charges for the said road for past 4 years. The road is not a private road of the Respondent No.12 and is owned by the Village Panchayat. Copy of the bills of repairs and maintenance is annexed hereto and marked as **ANNEXURE-R-16(Colly)**.

55. The Respondent No.12 submits that the Respondent No.3 on several occasions had conducted visits for stack monitoring. Copy of the reports are annexed hereto and marked as **ANNEXURE-R-17(Colly)**.
56. The Respondent No.12 further submits that the Applicant in the entire Original Application has failed to demonstrate his case. The Applicant has not annexed any documentary evidence or photographs which demonstrate that any agricultural damages were caused due to the activity of the Respondent No.12. The Applicant has only relied upon the Show Cause Notices, Inspection Reports and Directions issued by the Respondent No.3; but has turned his blind eye towards replies filed by the Respondent No.12 to the directions and notices issued by the Respondent No.3 from time to time. This clearly shows that the Applicant is indulging in convenience litigation.
57. The Joint Committee appointed by this Hon'ble Tribunal has recommended measure to be taken which the Respondent No.12 has already taken into considerations, the compliances are as follows –
- A. The Respondent No.12 installed adequate dust control in crusher, acid activation reactor and coal storage area.

Photographs are annexed hereto and marked as **ANNEXURE-R-18.**

B. The Respondent No.12 has been carrying out a regular water sprinkling on kaccha road. Photographs are annexed hereto and marked as **ANNEXURE-R-19.**

C. To avoid dust emissions, the Respondent No.12 has covered its trucks. Photographs are annexed hereto and marked as **ANNEXURE-R-20.**

58. There is no significant impact on the yield of agriculture on crops of the Applicants. The Respondent No.12 is already complying with the conditions of the CCA. The recommendations of the Committee will be complied with by the Respondent No.12 in full letter and spirit.

59. It is most respectfully submitted that in view of the submissions made hereinabove, the Applicant is not entitled for any relief from this Hon'ble Tribunal. It is prayed that this Hon'ble Tribunal may kindly be pleased to dismiss this present application with heavy costs as the same is an abuse of the process of law. The present Application is not maintainable in eyes of law. It is therefore, submitted that, nothing survives in the present OA and the present Applicant needs to be dismissed with

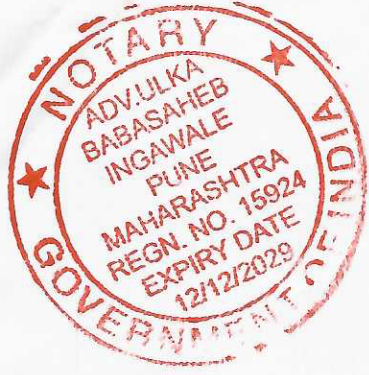
cost. The Respondent No.1 reserves its right to file a detailed
reply if necessitated.

PUNE



DATE: 16 /04/2026

ADVOCATE FOR RESPONDENT NO.12



BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,
WESTERN ZONE BENCH, PUNE

AT PUNE

ORIGINAL APPLICATION NO. 134 OF 2025 (WZ)

RATHOD GULABSINH HARISANG AND ORS

APPLICANTS

V/S

UNION OF INDIA

& OTHERS

RESPONDENTS

AFFIDAVIT IN SUPPORT OF REJOINDER

MAY IT PLEASE THE HON'BLE TRIBUNAL

I, D.S. Tripathi, adult, occupation: service, having office at Survey No. 167, Village. Ler, Near Bhujodi, Tal. Bhuj, Dist. Kachchh, Gujarat – 370 001, do hereby state on solemn affirmation as under: -

1. I say that I am the Authorised Signatory of the Respondent No.12 in the present case. I am aware of the facts and circumstances of the present case and hence am able to depose the same on oath.
2. I say that I am filing the present Reply. I say that the contents of the said Reply and the present affidavit are true and correct to the best of my knowledge, information, belief and the legal advice which I believe to be correct.

WHATEVER stated herein above is true and correct to the best of my knowledge and belief and for the same I have signed hereunder at _____ on this _____ day of April, 2026.

[Handwritten Signature]

Deponent



BEFORE ME

[Handwritten Signature]

Advulka Babasaheb Ingawale
NOTARY GOVT. OF INDIA
Pune-05

16 APR 2026



NOTED AND REGISTERED
SERIAL NUMBER 1467
2026

Item No. 05

ANNEXURE-R-1

Court No. 1

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

Original Application No. 669/2018

Marvada Amrutlal Becharlal

Applicant(s)

Versus

State of Gujarat

Respondent(s)

Date of hearing: 29.01.2021

**CORAM: HON'BLE MR. JUSTICE ADARSH KUMAR GOEL, CHAIRPERSON
HON'BLE MR. JUSTICE SHEO KUMAR SINGH, JUDICIAL MEMBER
HON'BLE DR. NAGIN NANDA, EXPERT MEMBER**

Applicant: Ms. Shilpa Chohan, Advocate

Respondent(s): Mr. T.C. Barmeda, Deputy Engineer, GPCB

ORDER

1. The issue for consideration is the remedial action for contamination of ground water and soil on account of storage of Gypsum by M/s Ashapura Group of Companies, Village Ler, Taluka Bhuj, District Kutch, Gujarat, in violation of environmental norms.

2. The matter has been considered by this Tribunal in the last about three years from time to time in light of the earlier proceedings and reports of the State Pollution Control Board, including the reports dated 18.11.2019, 21.05.2020, 06.04.2020, 28.07.2020. Several deficiencies were noticed including contamination of the ground water and soil and though some remedial measures were taken, further remediation and restoration measures were required. For ready reference the reports dated 18.11.2019 and 21.07.2020 are reproduced below:-

Report dated 18.11.2019***"6.2 Conclusion & Recommendations***

Based on the above studies, corrective actions and interpretations we conclude and recommend following actions for Remediation;

1.2.1 Hydraulic Containment of Groundwater

- Pump and treat method for hydraulic containment of groundwater for removal of ammonical nitrogen from groundwater. Drilling and installation of 2 Nos. of abstraction wells (up to a depth where groundwater is tapped) are proposed in order to extract groundwater of total 70m³/day; on the North-East boundary of the site adjacent to the contaminated off-site borewells. As per treatability study carried out by KEC, pump the groundwater from these wells and collect it into a tank where aeration treatment (with diffusers) should be given for removal of ammonical nitrogen and further this water should be treated at existing RO system, permeate to be reused in process and reject water sent to existing solar evaporation pond. The schematic process flow diagram showing groundwater treatment scheme and layout showing location of abstraction wells is shown in **Figure 10** and **Figure 11** respectively.
- If possible and farmers permit, groundwater can be abstracted from GW-6 and GW-7 and provide treatment for the same. If groundwater abstraction from GW-6 and GW-7 is allowed then drilling and installation of two abstraction wells as mentioned above is not required.

6.2.2 On-site monitoring of RAP of Pump and Treat method for 3 Months

- Provide ambient air quality monitoring network on the boundary of factory premises to monitor the ammonical nitrogen released as against the prescribed norms.
- Quarterly Monitoring of groundwater quality from on-site and off-site bore wells to know the effect of remediation on contamination (Ammonical Nitrogen).
- To submit quarterly monitoring reports of air quality and groundwater quality to concerned authority.

6.2.3 On-site performance evaluation of RAP of Pump and Treat method for 3 Months

- On basis of performance evaluation of on-site pilot trial run with pump and treat method, there will be assessment of analysis w.r.t. air and groundwater quality and efficiency of the system.

Thereafter, full-fledged installation and commissioning will be done of this RAP technique for groundwater restoration.

6.2.4 Time bound action plan

Proposed time bound action plan for groundwater remediation is enclosed vide **Annexure 9.**"

Report dated 21.7.2020**“Status regarding Gypsum Disposal:**

- *Out of 39 locations, waste gypsum has been lifted from 26 locations and rest 13 locations are still occupied with waste gypsum.*
- *Out of 13 locations, unit has started plantation on 2 locations as per recommendation of Gujarat Industrial and Technical Consultancy Organization Ltd. (GITCO). Status Report of 13 Gypsum Locations is attached herewith as an Annexure-2.*
- *Unit has disposed 101742 MT Gypsum waste to cement industries for co-processing & 42271 MT for the back filling to abandoned mines during 1st January-2019 to 21st July 2020. Data submitted by the unit is attached herewith as an Annexure-3.*

Status regarding Groundwater Contamination& Restoration:

- *With respect to Ammonical Nitrogen:*
 - *Unit is using fresh lime for neutralization process.*
 - *The analysis results of Ammonical Nitrogen (NH₃-N) at GW-5 location, first increased slightly from 33 to 35.84 mg/l and then it is continuously decreasing from 35.84 mg/l to 6 mg/l and at GW-6 location, the Ammonical Nitrogen concentration is continuously decreasing from 55 mg/l to 8 mg/l.*
 - *The trend of the Ammonical Nitrogen analysis result for GW-1 & GW-8 location is fluctuating, ups and down.*
 - *As per latest report, the concentration of Ammonical Nitrogen is slightly increased in bore well GW-2.*
 - *As per latest report, the concentration of Ammonical Nitrogen is not detected in bore well GW-3, GW-4, GW-7 and GW-9 & GW-10.*
- **With respect to TDS:**
 - *Presently, the TDS concentration is higher at all the locations (1912 -7550 mg/l). The trend of TDS analysis results for all the locations are fluctuating variably and it is difficult to conclude about the impact of restoration process on the TDS.*
 - *As per third party GITCO's conclusion; The elevated level of TDS is as per the ground water quality pattern of the region*

- Continual long term efforts will be required to restore the water quality up to satisfactory level.
- Unit has constructed three nos. of groundwater recharge well which may help in restoration process. Analysis report of bore-well water in and around the unit premises is attached herewith as an Annexure-4.

Regarding Environmental Damage Compensation:

- District Level Compensation Committee (constituted as per the Order of Hon'ble High Court in Special Civil Application No. 9699/2008) has assessed compensation of Rs. 31.65 Lacs and matter is forwarded to Principal District Judge, Kachchh at Bhuj on date 15.07.2020 for further action. However, GPCB has recovered Rs. 97, 50,000/ as an environmental damage compensation on 18.06.2019 and forfeited bank guarantee of 15 lacs on 02.05.2019, this is kindly to be taken in to consideration.
Minutes of meeting of District Level Compensation Committee dated 06.07.2020 is attached herewith as an Annexure-5.”

Status of remaining 13 locations as on 21.07.2020:-

Sr. No.	Location No.	Location/Place	Current Status	As per DILR record
1.	1.	Behind Lehriya Hanuman Temple, Old stone mine, Kukma Village 23° 13'21" N 69° 46' 21" E	No progress observed. Gypsum is dumped for backfilling of old abandoned stone mine.	Survey no. 335, Village: Kukma
2.	4.	Old stone mine of Prakash Patel, Survey No. 331, Besides old Hot Mix Plant, Kukma Village 23° 13' 16" N 69° 46' 3" E	No progress observed. Gypsum is dumped for backfilling of old abandoned stone mine.	Survey no. 337, Village: Kukma
3.	5.	Behind khatri mills, Besides of above site, Traverse survey no: 331, government land, Kukma Village 23° 13' 20" N 69° 45' 58" E	No progress observed. Gypsum is dumped for backfilling of old abandoned stone mine.	Survey no. 331/3, Village: Kukma
4.	7.	Natural drain between farm of Dinesh Maharaj and Govind Vanker, survey no :218, Kukma Village 23° 11' 56" N 69° 46' 47" E	No progress observed.	Survey no. 218, Village: Kukma

5.	10.	Besides of Kukma-Lakhond village Road 23° 13' 50" N 69° 46' 48" E	No progress observed. It is observed that gypsum is dumped along the road side for leveling where underground drainage system of Kukma Gram panchayat is laid down	Travers Survey no. 331, Village : Kukma
6.	11.	Vrundavan Gir Gaudham, Shree Swaminarayan Mandir, Besides Ashapura Colony, Bhachau Road 23° 13' 49" N 69° 46' 48" E	During inspection gypsum is observed covered with silica sand	Travers Survey no. 331, Village : Kukma
7.	14.	Land of Lakhond Village 23° 15' 12" N 69° 46' 41" E	No progress observed	Survey no. 331, Village: Lakhond
8.	15.	Adjacent above site as mentioned in sr. no (14). Land of Lakhond Village 23° 15' 11" N 69° 46' 40" E	No progress observed	--
9.	17.	China Clay mine of Vastabhai, Village lakhond, Abandoned mine 23° 15' 39" N 69° 47' 17" E	No progress observed. Gypsum is dumped for backfilling of abandoned china clay mine.	Village: Lakhond
10.	18.	On Government land on Padhdhar Village 23° 14' 29" N 69° 48' 44" E	No progress observed. Gypsum is dumped for leveling of low-lying area.	Travers Survey no. 741, paiki Village : Padhdhar
11.	26.	Pithoradada Mandir, Ler Village. 23° 10' 23" N 69° 46' 05" E	No progress observed. Gypsum is dumped for making the side slope of land at temple.	Travers Survey no. 151, Village : Vadava
12.	38.	Maldhari Mangal Mandir Chhatralay, Bhujodi 23° 13' 45" N 69° 44' 09" E	During visit, it is observed that unit has started plantation. Silica sand is observed on the top of gypsum.	Travers Survey no. 158, Village : Bhujodi

13.	39.	Shri Vakal Mata Mandir, Village: Bhujodi 23° 13' 35" N 69° 44' 41" E	During visit, it is observed that unit has started plantation. Gypsum is dumped for leveling of low-lying area.	Travers Survey no. 158, Village : Bhujodi
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3. The directions of the Tribunal on the last date are as follows:-

“1 to 4.....xxx.....xxx.....xxx.”

5. *Learned Counsel for the applicant submits that even though some restoration steps have been taken, further remediation and restoration of ground water and soil at locations of contamination needs to be carried out in a time bound manner.*

6. *Let the industry in question execute the remaining work expeditiously within next three months which may be overseen by a joint Committee of the Central Pollution Control Board (CPCB) and the Gujarat Pollution Control Board (GPCB). The Committee may undertake periodical checks and monitor the remedial measures.*

7. *Further report be filed by the joint Committee before the next date by e-mail at judicial-ngt@gov.in preferably in the form of searchable PDF/ OCR Support PDF and not in the form of Image PDF.”*

4. Accordingly, we have considered the report of the joint Committee comprising CPCB and State PCB filed on 15.01.2021, concluding and recommending as follows:-

“Conclusion

1. Gypsum removal and Disposal:

➤ *The status of 13 locations observed on 05th December 2020 and again on 09th & 10th*

- *December 2020 by the joint committees shows that;*
- *Dumped Gypsum waste has been lifted from 01 location.*
- *The unit has undertaken plantation on 10 locations as per the GPCB approved action plan prepared by the unit through Gujarat Industrial and Technical Consultancy Organization Ltd. (GITCO).*
- *01 location is covered with natural wild vegetation.*
- *01 location which is an abandoned china clay mine still remained unattended due to legal dispute of mine owner with local administration.*

➤ *It can be concluded from the above recent observations and past observations of the joint committee that out of total 39 locations where Gypsum waste was dumped, the unit had removed / cleared dumped Gypsum from 26 locations in the*

past and cleared 01 more location during recent visit of the committee. Further, out of remaining 12 locations, the unit is managing 10 locations with approved plan of plantation, 01 location is covered with natural wild vegetation and 01 location remain unattended due to legal dispute of mine owner with the local administration.

- The present disposal record of Gypsum waste submitted by the unit shows that presently the unit is disposing the generated Gypsum waste as per the prescribed CC&A condition.

2. Ground water restoration:

- The available records shows that unit is using fresh lime for neutralization process and stopped using ammonia contaminated lime from GNFC and thus eliminated the source of contamination.

- The unit has been continuing the pump and treat process from the impacted ground water locations. So far 02 locations (GW-5 & GW-6) have been treated alternatively by this method and the process for 03rd location (GW-1) is under progress. Apart from the said process, the unit has provided 04 rain water recharge wells at strategic locations in the area to augment the natural restoration process.

- The analysis results of ground water samples of 10 selected locations shows that 04 locations of contamination (GW-1, GW-5, GW-6 & GW-8) where initially Ammonia (NH₃-N) concentration was significantly high (11.76 mg/l, 33.04 mg/l, 55.44 mg/l and 7.28 mg/l respectively) during December 2019 has shown significant improvement in concentration and were reported to ND (Not Detectable) for GW-5 and GW-6 locations and 2.24 mg/l for GW-1 and GW-8 location in the latest sampling of December 2020. Unprecedented heavy rains during monsoon season of 2020 in Bhuj region coupled with rain water recharge wells provided by the unit may have significant dilution impact on the ammonia concentration in the ground water.

- The concentration of Total Dissolved Solids (TDS) has shown fluctuating trend throughout the sampling period and there is no significant change in the concentration of TDS over the period and hence it can be inferred that the TDS quality of ground water in the area may be associated with the geological composition of the area.

It can be concluded from the above observations that consistent directives of Hon'ble NGT in the matter followed by strict vigilance by the joint committee, regular follow-up and enforcement of directions by GPCB and execution of the assigned work by the unit has shown positive impact and resulted in significant outcome with respect to remediation of waste Gypsum dump sites and restoration of ground water quality.

Recommendations

The unit needs to maintain the plantation sites continuously for the survival of the planted vegetation and ensure that these sites develop

into healthy green cover. Further, the unit should continue the periodic upkeep of rain water recharge wells for betterment of ground water quality in the area. GPCB needs to ensure that the Gypsum waste generating from regular operation of the unit is disposed as per the condition prescribed in CC&A.”

5. Accordingly, we have accepted the report and direct that the recommendations in the report be duly complied with for improvement of the ground water quality. The gypsum waste generated may be disposed of as per consent conditions which may be overseen by the State PCB.

6. Apart from the above, we notice from the written submission and objections filed on behalf of the applicant on 28.01.2021 that the plant for which EC was cancelled by the SEIAA is still operative. The objection is reproduced below:-

“1. Operation of plant for which EC has been cancelled by SEIAA: *The applicant had challenged legality of Environmental Clearance (EC)(SEIAA/GUJ/EC/2(b)/355/2019) dated 26.02.2019 granted to M/s Ashapura Perfoclay Limited for expansion of production capacity of bleaching clay at the existing unit at Survey no. 167, village Ler, near Bhujodi, Anjar- Bhuj Highway, District Kutch in Appeal No. 40/2019 (WZ)- Marvada Amrutlal Becharlal & Anr Versus Gujarat State Environment Impact Assessment & Ors. while the present OA was pending against the same unit for violation of environmental norms. The Hon'ble NGT issued notice in the appeal and a joint report was sought from the Gujarat State Environment Impact Assessment Authority (SEIAA) and Gujarat Pollution Control Board (GPCB). Accordingly, Gujarat SEIAA filed affidavit dated 28.07.2020 to the effect that the EC has been cancelled vide order dated 03.03.2020 after being satisfied that the unit had given incorrect information. The Hon'ble NGT based upon this affidavit disposed off the Appeal vide order dated 01.09.2020. The true copy of the order dated 01.09.2020 in Appeal No. 40/2019 (WZ)- Marvada Amrutlal Becharlal & Anr. Versus Gujarat State Environment Impact Assessment & Ors. is annexed herewith and marked as Annexure A/1. Despite cancelation of the EC, the plant for which EC was sought is functional day and night. The true copy of the photographs of the functional plant is annexed herewith and marked as Annexure A/2 (Colly). The applicant has made a complaint to Gujarat SEIAA and GPCB, but no action has been taken by them. The true copy of the complaint dated 16.01.2021 made to Gujarat SEIAA and GPCB is annexed herewith and marked as Annexure A/3. GPCB in its various closure and revocation orders have specified that the new plant cannot function without permission. The true copy of revocation order dated 27.09.2019 is annexed herewith and marked as Annexure A/4. The plant is being operated in blatant*

violation to the orders of this Hon'ble Tribunal and environmental statutes.”

7. We confronted the representative of the State PCB with the above objection who has accepted the factual position with the explanation that the State PCB has given Consent to Establish, even after revocation of the EC, as it is merely replacing the old plant with new technology for which no EC is required. As against this, the objection of the Applicant is that new plant does require EC, even if is replacement of the old.

8. Let a joint Committee of nominees of MoEF&CC, CPCB, State PCB and SEIAA, Gujarat look into this aspect and if it is found that EC is necessary, the State PCB and SEIAA, Gujarat may take remedial action in accordance with law. GPCB will be nodal agency for coordination and compliance.

The application is disposed of.

A copy of this order be forwarded to MoEF&CC, CPCB, State PCB and SEIAA, Gujarat by e-mail.

Adarsh Kumar Goel, CP

S.K. Singh, JM

Dr. Nagin Nanda, EM

January 29, 2021
O.A. No. 669/2018
A



No. SEIAA/GUJ/TOR/2(b)/ 83 /2025

Date: 6 FEB 2025 R P A D

Sub: **Terms of Reference [ToR] violation to M/s. Ashapura Perfoclay Ltd. at Survey No. 167,166,168, Village: Ler, Nr. Bhujodi, Anjar Bhuj Highway, Ta: Bhuj, District: Kutch, Gujarat.**
Ref: Your Proposal No: SIA/GJ/IND1/444162/2023.

Dear Sir,

ANNEXURE-R-2

This has reference to your online application dated 13/09/2023 along with Form-I. The project activity is covered in 2(b) and is of 'B' Category.

Earlier, SEIAA had issued letter vide No SEIAA/GUJ/Gen/2025/59 dated 22/01/2025 informing proponent for applying for ToR (Violation) with following reasons:

1. To reject the EC-Amendment application with a condition that "PP shall apply for TOR- violation in accordance with MOEF & CC OM dated 07.07.2021
2. To inform GPCB to take credible action against the unit for the said notification.

Thereafter M/s. Ashapura Perfoclay Ltd. Bhuj approached Hon'ble NGT (WZ), Pune for against action taken by SEAC & SEIAA for processing application of M/s. Ashapura Perfoclay Ltd., Bhuj dated 13.09.2023. In this regard Hon'ble NGT had issued order vide petition of OA no. 110/2024 (WZ), Pune dated 3.12.2024 issued as under, received to this office on 09.12.2024:

At this stage, we are not inclined to deviate from the SEIAA as it has decided to treat the case in 'violation' category because there is certainly addition of two new survey numbers being sought in the EC by the application dated 13.09.2023 submitted by the applicant. Therefore, the learned counsel for the applicant also agrees that this case is treated in 'violation' category. Finally, Honorable NGT mentioned "We direct respondent No.2 – SEIAA to consider the application of the applicant dated 13.09.2023 and decide the same within a period of one month, failing which if any grievance is left with the applicant, he may approach us again".

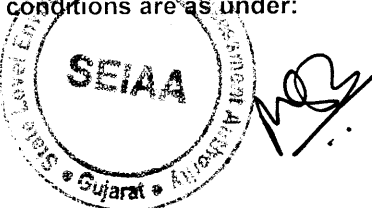
Accordingly, SEAC was informed to submit revised recommendation vide SEIAA letter dated 9.12.2024, which SEAC has forwarded TOR violation recommendation vide letter dated 27.12.2024 with special condition for submitting bank guaranty equivalent to the amount of remediation plan & natural & community resource augmentation plan with the GPCB prior to grant of EC including point wise compliance of violation SOP to be submitted in final EIA report to be prepared by NABED accredited consultant along-with other conditions etc.

Recently authority discussed revised SEAC recommendation dated 20.01.2025 in SEIAA meeting dated 21.01.2025 for recommending the TOR violation project considering Supreme court judgement dated 17.12.2024 vide WRI petition Civil no. 1394/2023 clarifying by SEAC to SEIAA, that Honorable Supreme court has already clarified the prospective effect mentioning by SEAC in their recommendation, which is in accordance with the spirit of judgement of Honorable Supreme Court of India. Authority also discussed Hearing matter of M/s. Orient Ceratech Ltd, Kutch vide SCA no. 16256 of 2024 made before Honorable high court of Gujarat regarding renewal of Mining lease etc. authority observed that M/s Orient Ceratech Ltd have been issued TOR violation by MoEF & CC dated 03.01.2020 earlier. Authority discussed other matter of Hon'ble Supreme Court etc.

After deliberation, authority decided to seek legal opinion wrt applicability of hearing judgement and others vide SEIAA letter dated 22.1.2025, which advocate submitted legal opinion dated 29.1.2025, submitting opinion as under:

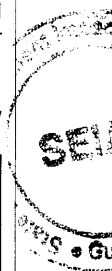
1. The Authority would therefore be well advised to take up for consideration the case of Ashapura for issuance of Terms of Reference (Violation Case), and grant Terms of Reference subject to imposition of such conditions as deemed appropriate from environmental law point of view and additionally specify clearly that the issuance of Terms of Reference is subject to final order that would be passed by the Supreme Court of India in Writ Petition (Civil) No. 1394 of 2023.

Thereafter, proposal was considered by SEIAA, Gujarat in its meeting held on 29/01/2025 at Gandhinagar. After careful consideration, **SEIAA hereby accords Terms Of Reference (ToR) To M/s Ashapura Perfoclay Limited, only after considering Hon'ble NGT order vide dated 3.12.2024 as well as Legal opinion issued only in matter of M/s Ashapura Perfoclay Limited, Bhujodi, Bhuj under various provisions of EIA Notification dated 14th September 2006 and its amendment. ToR (Violation) is Granted for preparing of Draft EIA report with other conditions are as under:**



Terms of Reference Violation [TOR] to M/s. Ashapura Perfoclay Ltd. at Survey No. 167,166,168, Village: Ler, Nr. Bhujodi, Anjar Bhuj Highway, Ta: Bhuj, District: Kutch, Gujarat

1. DETAILS OF APPLICATION:					
1.1. Type of application:	Terms of Reference [TOR]-Violation				
1.2. Proposal no.	SIA/GJ/IND1/444162/2023				
1.3. Category of Project :	B1-2(b)				
1.4. Date of application:	13/09/2023				
1.5. Date of EDS by SEIAA	--				
1.5.1.1. EDS Raised					
1.5.1.2. Reply by PP					
1.6. Date of EDS by SEAC	--				
1.6.1.1. EDS Raised	--				
1.6.1.2. Reply by PP	--				
1.6.1.3. Accepted by SEAC	01/11/2023				
1.7. TOR No. & Date :	Applied for ToR				
1.8. Date and place of Public Hearing	Will be decided by SEAC				
1.9. Name of accredited Environmental Consultant & address along with Accreditation No. & Validity	Aqua-Air Environmental Engineers P. Ltd. (NABET/QCI Accredited EIA Consultant): 403-404, Centre Point, Nr. Kadiwala School, Ring Road, Surat – 395002 NABET Accreditation Details: NABET/EIA/2023/SA0196 Valid up to 08 April, 2024				
1.10. SEAC Meeting No. and Date:	776 th SEAC Meeting Dated 07 February 2024				
1.11. ADS raised by SEAC meeting No & date :	776 th SEAC Meeting Dated 07 February 2024				
1.12. Reply Submitted by PP dated:	09.12.2024				
1.13. Revised Consideration SEAC Meeting No. and Date:	SEAC Meeting Dated 19 th December 2024				
2. DELIBERATIONS OF SEAC					
1. This office has received an application vide their online proposal no. SIA/GJ/IND1/444162/2023 dated 13.09.2023 made by project proponent (PP) regarding grant of Terms of Reference [ToR]- Violation for preparation of EIA/EMP report.					
2. Project proponent (PP) has submitted Form-1, PFR and relevant details/information.					
3. This is an existing project involved in manufacturing of Mineral Beneficiation as mentioned below and now proposed for ToR-Violation:					
No.	Name of Product	Quantity (MT/Month)	Quantity (MT/Annum)	CAS Number	End Use
1	Bleaching Clay	12000	144000	70131-50-9	Refining of edible oils and petroleum products
Note: Production Capacity will not increase, it will remain same as per existing EC & CTE.					
# Brief Note of Product Profile:					
No of Manufacturing Plants: 01					
Brief Note regarding number of Products to be manufactured considering plant capacity:					
4. The project falls under Category B of project activity 2(b) as per the schedule of EIA Notification 2006.					
5. The proposal was considered in the SEAC Video conference meeting dated 07.02.2023.					
6. Project proponent (PP) and their Consultant M/s. Aqua-Air Environmental Engineers P. Ltd. remain present during video conference meeting.					
7. During the meeting dated 07.02.2023, the project was appraised based on the information furnished in Form – 1, Pre-Feasibility Report, Environment Management Plan and details submitted by e-mail.					
8. Earlier PP obtained EC vide order no. SEIAA/GUJ/EC/5(b)/497/2016, dated 30.07.2016 from SEIAA, Gandhinagar. Unit has also obtained Certified EC Compliance Report (CCR) vide letter no.- J-11/43-2023-IROG NR dated 03.05.2023 from IRO Gandhinagar as per MoEF&CC's OM No. dated 08.06.2022. Out of total 128 conditions, 57 are complied, 27 are Partially Complied, 16 are agreed to comply by the project proponent, 7 are noted by the unit whereas 12 conditions can't be ascertained. PP has shown action taken report of CCR but not submitted, so committee asked to submit the same. Compliance report with action taken report found satisfactory.					
9. Unit has obtained CCA vide No. AWH-126060 on dated 03.05.2023 valid up to 24.06.2028 of the Board at Survey No. 167,166,168, Village: Ler, Nr. Bhujodi, Anjar Bhuj Highway, Ta: Bhuj, District: Kutch, Gujarat. Bleaching Clay - 12000 MT/Month. Now PP has applied for ToR and addition of New Survey No. 167, 168, Village: Ler, Nr. Bhujodi, Anjar Bhuj Highway, Ta: Bhuj, District: Kutch, Gujarat.					
10. PP has submitted that during last three years GPCB has issued two Show Cause Notices and three Notice of Direction for which PP has submitted reply to GPCB. Also revocation is obtained against closure order dated 26.07.2018 on 17.07.2021, 10.12.2021, 2.06.2022, 20.01.2023 and 10.05.2023 revocation for six months.					



11. PP has submitted details about litigation pending before any court of Law against the Project (If any) i.e
1. There is one case disposed recently on at Civil court, Bhuj. Appeal 92/2018, Ashapura Perfoclay Ltd T/H Viren Girishbhai Gor as petitioner Vs Government of Gujarat and The Mamlatdar office, Bhuj. (2). There were two cases filed at NGT which is disposed, details as following: A. Original Application 669/2018 Party Name Marvada Amrutlal Becharlal Vs State of Gujarat which was DISPOSED ON 29/01/2021. B. Appeal 40/2019, party name Marvada Amrutlal Becharlal Vs Gujarat State Environment Impact Assessment &Or which was DISPOSED ON 01/09/2020.
12. PP submitted satellite map showing that there is no any water bodies, villages, School, monuments etc. within 500 m radius of the project site. Aerial distance of nearest habitat of Ler Village is @ 1.85 Km. PP also submitted that there are no Eco sensitive zones within the 10 km area from the boundary of the project site. Aerial distance of nearest Wildlife Sanctuary of National Parkis @ 7.1 Km.
13. At the outset Consultant of PP informed to the Committee that, this is the case of TOR under violation i.e ex post facto approval of TOR/ EC based on the SOP of MoEF& CC dated 07-07-2021 and 28-01-2022 for the violation cases.
14. The Committee noted that the proposal is for obtaining ToR/ EC under violation based on the MoEF&CC Violation SoP dated 07.07.2021 and 28.01.2022. Further MoEF&CC has informed vide its OM dated 08.02.2014 that Hon'ble Supreme Court has stayed the operation of aforementioned OMs. Moreover, SEIAA vide its minuetts of the Joint meeting convened with the Commissioner of Geology and Mining and SEAC on 16.01.2024 decided that Violation (ToR and EC) have to wait till any relief is granted by Hon'ble Supreme Court or the stay is vacated.
15. In view of the above, the Committee unanimously decided to defer the proposal in total with following and consider the same in upcoming SEAC meeting after outcome of the Hon. Supreme Court ;
- a. MoEF&CC has informed vide its OM dated 08.02.2014 that Hon'ble Supreme Court has stayed the operation of MoEF&CC Violation SoP dated 07.07.2021 and 28.01.2022. In connection with these kindly provide documentary evidence regarding the relief granted by Hon'ble Supreme Court for the stay or the stay to be vacated - once the Order /Judgment by the Hon. Supreme Court in the matter is pronounced.
 - b. To submit Land documents for all Survey Number/ Block No.
16. PP has submitted reply of above query through Parivesh portal.
17. This proposal is reconsidered in SEAC VC meeting dated: 19.12.2024.
18. PP along with their technical expert/consultant, M/s. Aqua-Air Environmental Engineers P. Ltd remain present in the meeting and made presentation before Committee.
19. During meeting, PP presented and Committee noted the following details:
- o **MoEF&CC has informed vide its OM dated 08.02.2014 that Hon'ble Supreme Court has stayed the operation of MoEF&CC Violation SoP dated 07.07.2021 and 28.01.2022. In connection with these kindly provide documentary evidence regarding the relief granted by Hon'ble Supreme Court for the stay or the stay to be vacated - once the Order /Judgment by the Hon. Supreme Court in the matter is pronounced:** PP presented the case of M/s Ashapura Perfoclay Limited filed in NGT, Pune (OA No: 110/2024) on dated: 08.05.2024. And the latest Honble NGT, Pune order: 03.12.2024 in Para-6 it is stated that "At this stage, we are not inclined to deviate from the SEIAA as it has decided to treat the case in 'violation' category because there is certainly addition of two survey numbers being sought in the EC by the application dated 13.09.2023 submitted by the applicant. Therefore, the learned counsel for the applicant also agrees that this case is treated in 'violation' category. We direct respondent No.2 – SEIAA to consider the application of the applicant dated 13.09.2023 and decide the same within a period of one month, failing which if any grievance is left with the applicant, he may approach us again".
 - We hope you would find the same in order and request your kind self to Consider & Grant our TOR-EC Violation Project file vide proposal no. SIA/GJ/IND1/444162/2023 of Addition of Plot (Survey No. 166 & 168) in existing Mineral Beneficiation of Bleaching Clay Unit of M/s. Ashapura Perfoclay Ltd. At Survey no. 167, Village: Ler, Nr.Bhujodi, Anjar Bhuj Highway, Ta:Bhuj, District: Kutch, Gujarat for further procedure and oblige.
 - o **To submit Land documents for all Survey Number/ Block No:** Existing Survey Number 167: 111994 Sq m and Proposed Survey Number 166: 40,500 Sq m and Survey Number 168: 39,659 Sq m having Total Plot Area 1,92,153 Sq m. The details of Land possession of survey No: 166 & 168 are as under:
 - Copy of Form M-2 dated: 16.11.2019 for survey No: 166, Vill: Ler admeasuring area of 40500 Sq m in the name of M/s Ashapura Exports Pvt Ltd. Further lease deed dated: 14.07.2014 between M/s Ashapura Exports Pvt Ltd and M/s Ashapura Volclay Limited for survey No: 166, Vill: Ler admeasuring area of 40500 Sq m for a period of 30 years. Moreover, Notarized undertaking dated: 10.02.2015 regarding name change from M/s Ashapura Volclay Limited to M/s Ashapura Perfoclay Limited.
 - Copy of NA dated: 09.10.2004 for survey No: 168, Vill: Ler admeasuring area of 39659 Sq m mentioning purpose as industrial in the name of M/s Ashapura Volclay Limited. Further, copy of 7-12 dated: 16.12.2010 for survey No: 168 Paiki 1, Vill: Ler admeasuring area of 31400 Sq m in the name of M/s Ashapura Volclay Limited and copy of 7-12 dated: 16.12.2010 for survey No: 168 Paiki 2, Vill: Ler admeasuring area of 8300 Sq m in the name of M/s Ashapura Volclay Limited.
 - Copy of ROC dated: 27.11.2014 in the name of M/s Ashapura Perfoclay Limited.
 - Board Resolution dated: 29.05.2014 on letter head of M/s Ashapura Volclay Limited for name change.

- Company has obtained Environment Clearance vide letter: SEIAA/GUJ/EC/2(b)/497/2026 Dated: 30 July 2016 for existing unit and Survey No. 167, Village Ler, Nr. Bhujodi, Anjar Bhuj Highway, Bhuj Taluka, Kutch District.
- Company has constructed new plant building & shed and installed the line -7 & 8 instead of line-1 & 2 at Survey no. 166 & 168, Village Ler, Nr. Bhujodi, Anjar Bhuj Highway, Bhuj Taluka, Kutch District without prior EC amendment in existing EC. But Production of bleaching clay is not produced more than consented permission.
- So, We apply for violation of TORs of M/s. Ashapura Perfoclay Ltd. Located at Survey No. 167,166,168, Village: Ler, Nr.Bhujodi, Anjar Bhuj Highway, Ta:Bhuj, District: Kutch, Gujarat.
- We have installed new production line 7 & 8 at Survey no. 166 &168 with discontinue of old line 1 & 2 at Survey no. 167. Survey no. 166 & 168 are not covered in existing environment clearance.
- The old line 1 & 2 was established with production line 3 & 4 at the same place. If The company have to go for shut down line 3 & 4, in such situation all production activity will get disturbed. So new line 7 & 8 has been installed at Survey no. 166.

Last Production Data

YEAR	PRODUCTION (MT/Annum)	EXCESS PRODUCTION (MT/Annum)	EC & CONSENTED QUANTITY (MT/Annum)
2018-2019 (April to March)	94246	Not Exceed	144000
2019-2020 (April to March)	96423	Not Exceed	144000
2020-2021 (April to March)	103485	Not Exceed	144000
2021-2022 (April to March)	94258	Not Exceed	144000
2022-2023 (April to March)	89544	Not Exceed	144000
2023-2024 (April to March)	91139	Not Exceed	144000
2024-2025 (April to November)	60041	Not Exceed	144000
YEAR	PRODUCTION (MT/Annum)	EXCESS PRODUCTION (MT/Annum)	EC & CONSENTED QUANTITY (MT/Annum)

20. In addition to earlier mentioned actions taken by GPCB, additional three SCNs dated: 02.12.2023, 06.03.2024 & 10.09.2024; two Notice of Directions dated: 16.06.2023 & 20.09.2024 were issued. Moreover, revocation is also issued on dated: 14.03.2024.
21. Committee deliberated on Product profile, Layout plan, Storage details, Process safety, Fire safety, water balance & waste water management, Flue gas and process gas emission & Air Pollution Control System, Hazardous waste matrix, EMP, CER, Green belt, etc.
22. Committee noted that there will be no change in production capacity, water consumption, wastewater generation, flue gas emission, process gas emission, hazardous & other wastes generation and it is as per existing EC/CTE/CCA.
23. Committee noted the content of MoEF&CC's OM dated: 12.11.2020 in which Para-5 it is mentioned as under:
"In this regard, while considering the applications for Environmental Clearance under the violation category as per the provisions of S.O. 804(E) dated: 14.03.2017, the EACs/ SEACs may insist upon public hearing to be conducted only for those categories of projects for which the EIA Notification, 2006 itself requires public hearing to be conducted."
24. Committee asked to submit the following details:
 - ✓ In submitted production data, submit details of break-up of production taken wrt production lines.
 - ✓ Details of applicability of public hearing.
25. Later on PP submitted the following details through email dated: 21.12.2024:
 - ✓ Details of production line wise production taken by the existing unit which is as under:

Sr. No.	Period	Line -01 Prod. (MT)	Line-02 Prod. (MT)	Line-3 Prod. (MT)	Line-4 Prod. (MT)	Line-5 Prod. (MT)	Line-6 Prod. (MT)	Line-7 Prod. (MT)	Line-8 Prod. (MT)	Total Production (MT)
1	July 21 to Sep. 21	0	1690	5661	4905	6633	5845	0	0	24734

2	Oct. 21 to Dec. 21	0	0	5590	5204	5951	5880	0	0	22625
3	Jan. 22 to March 22	0	0	5374	5520	5865	5870	0	0	22629
4	Apr. 22 to June 22	0	0	5465	5428	5851	5870	0	0	22614
5	July 22 to Sep. 22	0	0	5070	4045	5704	5885	0	0	20704
6	Oct. 22 to Dec. 22	0	0	5615	5715	5876	5850	0	0	23056
7	Jan. 23 to March 23	0	0	5159	5325	6861	5825	0	0	23170
8	Apr. 23 to June 23	0	0	5421	5590	5960	5913	0	0	22884
9	July 23 to Sep. 23	0	0	5520	5668	5837	5950	0	0	22975
10	Oct. 23 to Dec. 23	0	0	5320	5389	5885	5785	0	0	22379
11	Jan. 24 to March 24	0	0	5555	5533	5930	5883	0	0	22901
12	Apr. 24 to June 24	0	0	5482	5675	5845	5857	0	0	22859
13	July 24 to Sep. 24	0	0	5447	5566	5845	5515	0	0	22373
14	Oct. 24 to Dec. 24	0	0	3393	3601	3945	3870	0	0	14809

- ✓ Details of applicability of public hearing. PP has requested for exemption from public hearing in context to MoEF&CC's OM dated: 03.06.2009 and 12.11.2020 with following reasons:
- There is no any adverse effect on local environment and living.
 - It is case of addition of two plots which are adjoining to existing area.
 - Replacement of old machineries.
 - No any production activities commenced.
 - In future also there will not be additional pollution load then granted permission.
 - Further, for our industrial activities, itself public hearing is required under EIA Notification 2006 and we have already gone through this process, conducted Public Hearing, complied and resolve all representation received during hearing and finally obtained EC in 2016.
 - As it is adjoining plots of existing plant premises, both plot areas covered under EIA study (10 KM radius concept) and same was considered during public hearing at the time of granting original EC
 - There is no increase in manpower as old plant manpower will work in new plant.
 - No domestic effluent also increased
 - No change in Process and Technology
 - Total production after commencement of new plant will be well within permitted quantity in EC
 - No any adverse impact on environment overall.

26. Committee noted the reply of PP and as per MoEF&CC's OM dated: 12.11.2020 regarding public hearing, SEAC also noted that there has been no increase in production or in any other parameter. The only reason for violation is the replacement of old line with new line was carried out in the plot/ land without prior permission of EC and no production has been taken using this newly laid pipeline. SEAC took note of provision made in the above quoted OM of MOEFCC, which does not make it mandatory to conduct the public hearing but guides SEAC to consider the same, in case of violation, depending upon the merit of the case.

Committee is of the opinion that public hearing is exempted as the unit has already carried out public hearing for manufacturing of bleaching clay and it is case of the replacement of the production line is as per the order of Hon'ble NGT. Committee found the presentation and submission of PP satisfactory.



3.	EIA REPORT (BASELINE STUDIES AND RISK ANALYSIS)-- This is TOR Application Will be carried Out baseline studies and risk analysis, including online and offsite emergency plan, carbon sequestration details, detail EMP, various mitigative measures for controlling dusting during handling and transportation, will be incorporated in EIA.					
4.	RISK ANALYSIS & ITS MITIGATION MEASURES IN GENERAL AS GIVEN IN EIA REPORT This is TOR Application. Will be incorporated in EIA.					
5.	PRODUCT PROFILE AND BRIEF NOTE OF PRODUCT PROFILE					
	Sr. No.	Name of Products	CAS No.	Quantity (MT/month)		
	1	Bleaching Clay	70131-50-9	12000		
				End use of Product		
				Refining of edible oils and petroleum products		
	Total		1600			
	Note: Production Capacity will not increase, it will remain same as per existing EC & CTE.					
	# Brief Note of Product Profile:					
	No of Manufacturing Plants: 01					
	Brief Note regarding number of Products to be manufactured considering plant capacity:					
6.	PROJECT DETAILS (COST/LAND OWNERSHIP/NA PERMISSION ETC.)					
	Total cost of Proposed Project (Rs. in Crores):					
	Sr. No.	Particular	Cost (in Cr)			
	1	Survey Number 166	1.35			
	2	Survey Number 168	1.33			
		Total	2.68			
	<table border="1"> <tr> <td>Total</td> </tr> <tr> <td>2.68 Crores</td> </tr> </table>				Total	2.68 Crores
Total						
2.68 Crores						
	Break-up of proposed project Cost:					
	Details	Total (Rs. In Lakhs)				
	Rent Land & Other	2.68				
	Building	0.0				
	Plant & Machinery	0.0				
	EMP	0.0				
	Total	2.68				
	Details of Land / Plot ownership details: (Linking between Land ownership and PP is required.)					
	Total Plot area (sq mt):					
	Existing: Survey Number 167: 111994 m ² Additional: Survey Number 166: 40,500 m ² Survey Number 168: 39,659m ² Total Area: 1,92,153.0 m²					
	Rent agreement, if any: Unit have Valid CCA for Survey No. 167 New Survey No. Survey No. 166: Application No. 20105116338874 Order no. 635/01/05/116/2019 New Survey No. 168: NA: NAA/28/2340/2003-2004					
	Other Land Possession documents, if any					
7.	IF IT IS EXPANSION WHETHER CCR/EARLIER EC COMPLIANCE GIVEN:					
	Sr. no.	Particulars	Brief Information/Details	Remarks		
	1	Earlier Environmental Clearance (EC) details [EC letter no. and date & obtained from MoEF&CC/SEIAA.]	Unit has earlier EC, Vide letter No. SEIAA/GUJ/EC/5(b)/497/2016 Dated: 30 July 2016 for Bleaching Clay: 12000 MT/Month, Bentonite: 13000 MT/Month Manufacturing Unit.	--		
	2	In case EC not obtained for existing project: Copy of first CTE (NOC) & CCA obtained from GPCB i.e. before 14/09/2006. (For justification that you have not obtained EC for existing project).	Unit has earlier EC, Vide letter No. SEIAA/GUJ/EC/5(b)/497/2016 Dated: 30 July 2016 for Bleaching Clay: 12000 MT/Month, Bentonite: 13000 MT/Month Manufacturing Unit.	--		
	3	Certified Compliance Report (CCR) from the concern authority (IRO-MoEF&CC/MS-GPCB) for existing EC/ CCA as per the MoEFCC's OM no.F.No: IA3-22/10/2022-IA.III [E 177258] dated: 08/06/2022.	Dr. Yogesh Kumar (Deputy Director (S) Scientist- "C", IRO Gandhinagar, MoEFCC Site visited of M/S. ASHAPURA PERFOCLAY LTD. At Survey No. 167,166,168, Village: Ler,	--		

		Natural/Natural Nallah/Drain		
	Lake/Pond/Wetlands	Ler Dam Harmisar Lake Desalsar Lake		1.8 9.5 8.6
	Water supply Tanks/Reservoirs	--		--
	Canal	No Cahal within 0.5 Km		--
5	Protected Monuments/Heritage sites/Public Buildings i.e School, colleges, etc.	1. Historical building: Aaina Mahal Palace 2. Historical building: Pragmahal 3. Historical building: Chhatardi Bhuj 4. Ler Village Primary - School 5. MuktaJivan Swamibapa Mahila Arts & Commerce College	Should be more than 0.5 km	9.7 9.8 10.12 1.9 9.5
6	National/State Highway OR Express way	S.H 48 Mundra Bhuj Road N.H 341 Bhujodi Highway	--	9.5 3.1
7	Coastal Regulation Zone (CRZ) (In case of Coastal area projects)	CRZ is not applicable (Gulf of Kutch)	--	60 Km
8	Ground water table in meter	--	--	--
9	Railway Line	Kukma Railway Line	--	3.2
10	Air Port	Bhuj	--	11.0

Comments:

SEAC has deliberated on siting criteria i.e habitation, river/ natural drain/ lake/ pond/canal/ reservoirs, protected monuments/ heritage sites/public buildings i.e. Schools, colleges, Coastal Regulation Zone (CRZ), etc. are found satisfactory.

10. **APPLICABILITY OF GENERAL CONDITIONS AND COMMENTS WITH SPECIFIC CLARIFICATION OF MOEF&CC GUIDELINES:** Any project or activity specified in Category 'B' will be appraised at Central level as Category 'A' if located in whole or in part within 5 Km radius from the project boundary of:

Sr. No	Particulars	Aerial Distance in Km
	Protected Areas notified under the Wildlife (Protection) Act 1972 (53 of 1972)	There is no Wildlife Sanctuary in 10 km radius of the project site. 1: Kutch Desert Sanctuary & Wild Ass Sanctuary: Approx. 150 km
	CPA/SPA (Critically Polluted Area/Severely Polluted Area) as identified by the CPCB	There is no CPA/SPA (Critically Polluted Area/Severely Polluted Area) in 10 km radius of the project site. Rajkot: Approx. 150 km Vatva, Ahmedabad: Approx. 290 Km
3	Eco sensitive areas as notified under sub-section (2) of section 3 of EPA-1986	There is no Eco sensitive areas in 10 km radius of the project site. 1: Kutch Desert Sanctuary & Wild Ass Sanctuary: Approx. 150 km
4	Interstate boundaries and international boundaries	There is no Interstate boundaries and international boundaries in 10 km radius of the project site. 1: Rajasthan: Approx. 300.0 km

Comments:

As per MoEF&CC's notification dated: 25.06.2014 and as per details submitted by PP, General condition is not applicable.

Ensure compliance of category as defined in the amendment to EIA Notification, 2006 vide SO 1599 (E) dated 25/06/2014. i.e.

Conditions of small units: (in case of 5 (f) category units and outside the GIDC)

Sr no.	Condition	Compliance with justification
1	Water consumption less than 25 M3/day;	This is B1-2(b): Category Project Bleaching clay manufacturing Unit.
2	Fuel consumption less than 25 TPD;	

3	Not covered in the category of MAH units as per the Management, Storage, Import of Hazardous Chemical Rules (MSIHC Rules), 1989 as per the legal undertaking submitted with EIA report.	
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Comments:

As per MoEF&CC's notification dated: 25.06.2014, the condition of small units is not applicable as it is category 2(b) project.

11. **AREA ADEQUACY AND COMMENTS:****Area Break up of plan layout & Area Adequacy**

Sr. No.	Name of Structures	Area in (sq. m.)	Required area in (Sq.m)	Percentage (%)
1	Security Office	6.95	6.95	0.01
2	Electric Panel Room	44.4	44.4	0.04
3	Time Office	27	27	0.02
4	Meter Room	10.24	10.24	0.01
5	Canteen	461.83	461.83	0.41
6	Rest Room	12.96	12.96	0.01
7	Main Office Building	534.8	534.8	0.48
8	Store Room	921.1	921.1	0.82
9	Pallate Fumigation Shed	405.38	405.38	0.36
10	Weigh Bridge Office	12.25	12.25	0.01
11	Silo Storage Shed	500	500	0.45
12	Scrubber Silo	27	27	0.02
13	Loading/Unloading Shed	173.47	173.47	0.15
14	Neutralization Plant-1	1370.88	1370.88	1.22
15	Neutralization Plant-2	2087.29	2087.29	1.86
16	Spent Acid Tank and N ₂ Storage Tank	449.43	449.43	0.40
17	Spent Acid Tank	34.56	34.56	0.03
18	Cooling Tower	8.75	8.75	0.01
19	Granulation Plant	1672.56	1672.56	1.49
20	Acid Activation Plant-B	1297.45	1297.45	1.16
21	Acid Activation Plant	1200	1200	1.07
22	Granulation Plant	3069.08	3069.08	2.74
23	Electrical Control Board Room	126	126	0.11
24	Pulverization Plant	3369.91	3369.91	3.01
25	Acid Activation & B.T.X. Plant	1751.64	1751.64	1.56
26	Acid Activation & Acid Dilution Plant	1545.22	1545.22	1.38
27	Dryer Bin Shed	1346.37	1346.37	1.20
28	Dryer Plant	1107.86	1107.86	0.99
29	Pulverization Plant	1480.27	1480.27	1.32
30	Pilot plant Office	348.67	348.67	0.31
31	New Finished Goods Godown	1200	1200	1.07
32	Finished Goods Store	1591.4	1591.4	1.42
33	Finished Goods Godown	1413.98	1413.98	1.26
34	Boiler Shed, Lean to Shed, office, Canteen, Waste Material Storage Shed & W.C., Bath & Urinal Block	1687.23	1687.23	1.51
35	Electrical Panel Room, D.G Room & PCC Room	654.81	654.81	0.58
36	Hag Plant	194.38	194.38	0.17
37	Panel Room & Store RM	26.56	26.56	0.02
38	Pump House	75.68	75.68	0.07
39	Fuel & Acid Storage Tanks	960.67	960.67	0.86
40	Petcock Silo	276.31	276.31	0.25
41	Petcock Storage Shed	621.09	621.09	0.55
42	Gassifire	110.45	110.45	0.10
43	W.C. & Bath Block	28.6	28.6	0.03
44	Time Office	6.95	6.95	0.01
45	Maintenance Workshop	81.25	81.25	0.07
46	Paper Godown Shed	605.44	605.44	0.54
47	R.O. & U.F Shed	234.12	234.12	0.21
48	Filter Press Shed	145.86	145.86	0.13
49	Lime Treatment Plant	424.15	424.15	0.38

50	Clarifier Tank	129.36	129.36	0.12
51	Fire Pump House	18	18	0.02
52	Raw Material Yard	3336.24	3336.24	2.98
53	Lime Yard	2118.69	2118.69	1.89
54	Green Belt Area	8732	8732	7.80
55	Road & Open Area	48183.7	48183.7	43.02
56	Pond Area	13733.7	13733.7	12.26
	Survey No. 167 Total	1,11,994	1,11,994	100
Sr. No.	Survey No. 168 Name of Structures	Area in (sq. m.)	Required area in (Sq. m)	Percentage (%)
1	Sr. No 168 Building	3950.00	3950.00	9.96
2	Green Belt Area	1439.00	1439.00	3.63
3	Road & Open Area	34270.00	34270.00	86.41
	Survey No. 168 Total	39,659.00	39,659.00	100
Sr. No.	Survey No. 166 Name of Structures	Area in (sq. m.)	Required area in (Sq. m)	Percentage (%)
1	Storage Shed	621.22	621.22	1.53
2	Filtration Plant (2. Nos.)	671.31	671.31	1.66
3	Pump House	92.75	92.75	0.23
4	Neutralization Plant	801.25	801.25	1.98
5	P & D Section	5135.02	5135.02	12.68
6	Granulation, Dilution, Acid Activation Plant, Bin Are & Control Room	4815.99	4815.99	11.89
7	Acid Storage Tank Farm	623.09	623.09	1.54
8	Security Cabin (Main Gate)	59.57	59.57	0.15
9	FG Shed	2200	2200	5.43
10	MEE Shed & Utility	401	401	0.99
11	Raw Material Yard	2823.15	2823.15	6.97
12	Lime Yard	2443.27	2443.27	6.03
13	Green Belt Area	3117	3117	7.70
14	Road & Open Area	16695.38	16695.38	41.22
	Survey No. 166 Total	40,500	40,500	100

Sr. No.	Name of Structures	Area in (sq. m.)	Required area in (Sq.m)
1	Survey No. 167	40,500	40,500
2	Survey No. 166 (existing)	1,11,994	1,11,994
3	Survey No. 168	39,659.00	39,659.00
	Total	1,92,153.0	1,92,153.0

Comments:

SEAC has examined it w.r.t to total monthly production, maximum products, manufactured per month, the total raw material required, weekly storage requirement of each raw material, their mode of storage, their compatibility (flammability, corrosive, toxic), area needed by each raw material, one week storage of finished goods. Area adequacy, from overall safety perspective, has been provided in proposal and is satisfactory.

12. **GREEN BELT CONDITIONS AND MEASURES ALONG WITH AREA:**

Total Plot area (Sq meter)	Total Green belt area (Sq meter)	% of Greenbelt
Survey Number 167: 111994 m ² Survey Number 166: 40,500 m ² Survey Number 168: 39,659m ²	Existing: 40,750 m ² + Proposed: 23660 m ² Total: 64410.5 m ²	Total 33%

Details of copy of permission letter of concern GIDC/ Panchayat/etc. for greenbelt development (in case of greenbelt development outside the premises: NA

Comments:

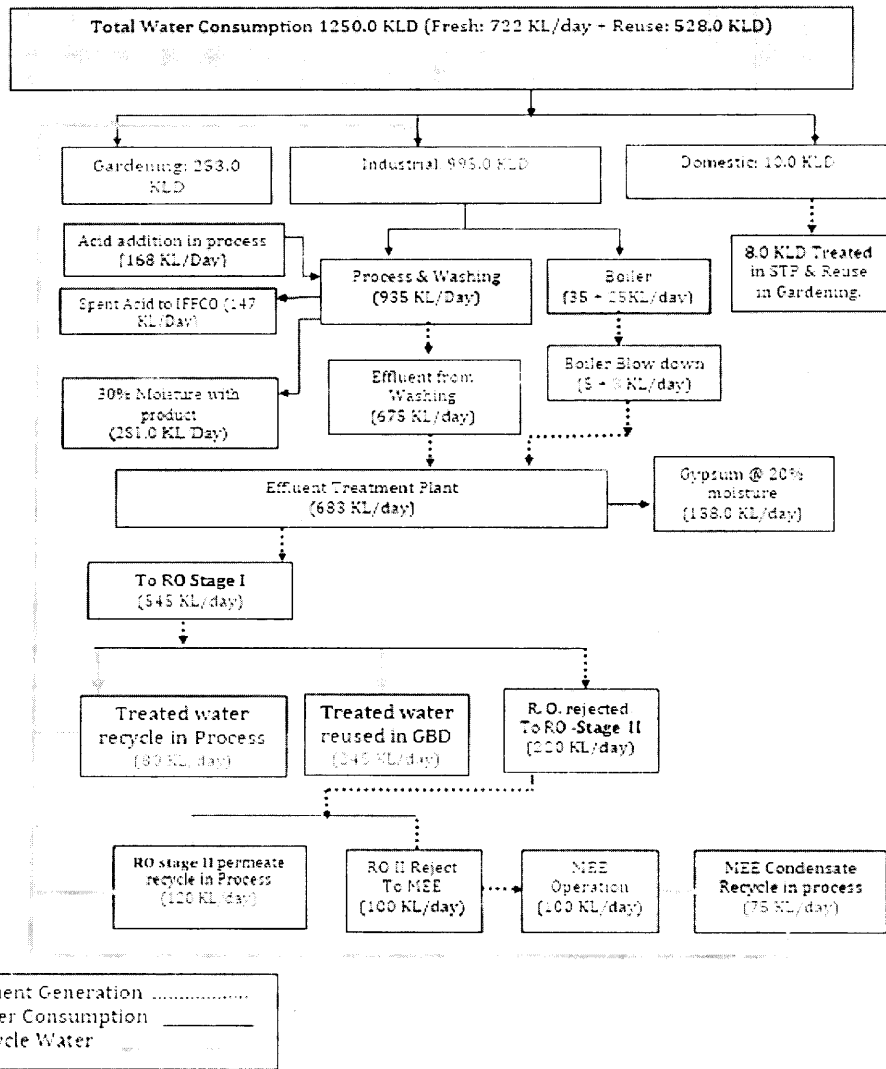
The PP shall develop green belt within premises (64410.5 Sq. m i.e. 33% of the total plot area) as submitted before SEAC. Green belt shall be developed with native plant species that are significant and used for the pollution abatement as per the CPCB guidelines. It shall be implemented within 3 years of operation phase in consultation with GPCB.

13. **EMPLOYMENT GENERATION:**

Permanent	Contractual	Total
560	350	910

14.	SOURCE OF WATER SUPPLY WITH QUANTITY AND PERMISSION (DETAILS OF CGWA IF BOREWELL) Source of water supply: GWIL, NO/GWIL/KUTCH/RENEWAL/2020-21/1274 Total Fresh water quantity (KLD): 722.0 KLD Permission of concerned authority (Name and quantity (in KLD): CGWA Authority, NOC no. CGWA/NOC/IND/REN/1/2023/8003, 118 M3/Day		
15.	WATER CONSUMPTION RELATED DETAILS WITH COMMENTS		
	Category	As per Valid CCA Water Consumption in KL/Day	Remarks
	Domestic	10.0	
	Gardening	245.0	
	Industrial		
	Process	935.0	
	Washing	0.0	
	Boiler	60.0	
	Cooling	0.0	
	Others (Scrubber)	0.0	
	Industrial Total	995.0	
	Grand Total (A+B+C)	1250.0	
	Note: Water consumption and waste water generation will remain same as per Existing EC & CTE. Comments: PP has submitted the above water consumption which is calculated considering the worst case scenario and in no case the water requirement shall not exceed the same which is found satisfactory.		
16.	WASTE WATER GENERATION AND DISPOSAL		
	Category	As per Valid CCA Waste Water Generation (KL/Day)	Remarks
	Domestic	8.0	
	Industrial		
	Process	537.0	
	Washing	0.0	
	Boiler	8.0	
	Cooling	0.0	
	Others (Scrubber)	0.0	
	Total Industrial waste water	545.0	
	Total [A + B]	553.0	
	Note: Water consumption and waste water generation will remain same as per Existing EC & CTE. Justification in case of increase/ drastic reduction in wastewater generation than water Consumption: Total Water Consumption is 1250 Kl/day. Domestic consumption is 10 Kl/day and Industrial consumption is 995 Kl/day. Industrial Waste water generation is 545 Kl/day and Domestic w/w generation is 8 Kl/day. Treated wastewater is utilized for gardening purpose i.e., 245 Kl/day. Water consumption in Process is 935 Kl/day, out of which 147 Kl/day is utilized for washing in Acid Activation and 281 Kl/day as Moisture with product and 60 Kl/day is utilized in Boiler for Steam generation.		
	Comments: PP has submitted the above wastewater generation which is calculated considering the worst case scenario and in no case the wastewater generation shall not exceed the same which is found satisfactory.		
17.	SIMPLIFIED WATER BALANCE DIAGRAM		





Note:
Water consumption and waste water generation will remain same as per Existing EC & CTE.

As per Valid CCA:

The quantity of industrial water consumption 995 KLD (Fresh: 720.0 KLD+ Reuse: 275 KLD {RO Permeate: 200 KLD + MEE Condensate: 75 KLD}).
Industrial Effluent Generation: 545 KLD.

18. BREAKUP OF WASTE WATER DISPOSAL (DOMESTIC & INDUSTRIAL BOTH)

Sr. no.	Quantity KLD	Facility
1	545.0	ETP , RO , MEE
2	8.0	STP & Reuse in Gardening
Total	553.0	

19. MECHANISM AND METHODOLOGY OF STREAM SEGREGATION

Industry Shall operate ETP followed by RO adequately so that treated industrial effluent shall be reuse / recycled within process.
Out of total RO permeate 445 KLD around 200 KLD Shall be reuse back into process along with MEE Condensate 75 KLD. Reject from RO-II 100 KLD shall be subjected to MEE.
Remaining RO Permeate 245 KLD conforming to above standards shall be discharged on land for greenbelt development within premises.

20. STP AND/OR ETP SPECIFICATION AND DESIGN AND ITS CAPACITY

STP: 8 KLD
Design Copy: 8.0 KLD
STP: Sewage generated during operation phase shall be treated in proposed STP and treated sewage will be reused for gardening purpose within premises.

21. TREATABILITY OF WATER

- Industry Shall operate ETP followed by RO adequately so that treated industrial effluent shall be reuse / recycled within process.
- Out of total RO permeate 445 KLD around 200 KLD Shall be reuse back into process along with MEE Condensate 75 KLD. Reject from RO-II 100 KLD shall be subjected to MEE.



> Remaining RO Permeate 245 KLD confirming to above standards shall be discharged on land for greenbelt development within premises.

22. SUMMARY OF WATER USE AND REQUIREMENT OF FRESH/REUSED WATER

Summary of water requirement	Quantity KLD	Remarks
Total water requirement for the project (A)	1250.0	
Quantity to be recycled (B)	528.0	
Total fresh water requirement (C)	722.0	
Ensure Total water requirement = Recycled water + Fresh water i.e. A = B + C		

23. REUSE, REDUCE, RECYCLE RECOVERY MEASURES ADOPTED

Reduce

Sr. No.	Item	Quantity	% percentage
-	-	-	-

Reuse

Sr. No.	Item	Quantity	% percentage
1	STP Treated	8.0 KLD	0.64
2	Reused in GBD	245.0 KLD	19.6

Recycle

Sr. No.	Item	Quantity	% percentage
1	RO Treated Recycle in process	80.0 KLD	6.4
2	RO Stage II Permeate Recycle in Process	120.0 KLD	9.6
3	MEE Condensate recycle in process	75.0 KLD	6.0

24. As Per Valid FLUE GAS EMISSION

SR. No.	Source of emission	Stack Height (Mtr)	Type of fuel	parameter	APCM
As Per Valid CCA LIST OF FLUE STACK					
1.	Boiler 1 & 2 (3 TPH each) Existing				Removed
2.	Boiler 3 (6 TPH) Existing				Removed
3.	Boiler 4 (6 TPH) Existing	33m Common Stack	Coal =16 MT/Day	PM, SO ₂ , NO _x	Air Pre Heater + Multi-Cyclone Separator + Bag Filter + Water Scrubber
4.	Boiler 5 (6 TPH) New		Coal =16 MT/Day	PM, SO ₂ , NO _x	
5.	D.G Set (500 KVA) Existing	11	HSD: 40 liter/hr	PM, SO ₂ , NO _x	Acoustic Enclosure
6.	D.G Set (630 KVA) Existing				Removed
7.	D.G Set (250 KVA) Existing				Removed

Note:

There is not required any additional flue gas emission for violation application, it will remain same as per Existing EC.

Comments:

The proposed fuel to be used is approved fuel for the requirement of the heat energy and proposed the Air Pollution Control measures and stack height so as to achieve the emission norms prescribed by the competent authorities are found satisfactory.

25. PROCESS GAS EMISSION

SR. NO.	Stack Attached to	Stack height	APCM	Parameter	Permissible Limit
As Per valid CCA Process Gas Emission Existing					



1.	Pulverizer 1&2		Removed		
2.	Pulverizer 3	15 meter	Cyclone Separator+ Bag Filter	Particulate Matter	150 mg/Nm ³
3.	Pulverizer 4	15 meter	Cyclone Separator+ Bag Filter	Particulate Matter	150 mg/Nm ³
4.	Pulverizer 5	15 meter	Cyclone Separator+ Bag Filter	Particulate Matter	150 mg/Nm ³
5.	Pulverizer 6	15 meter	Cyclone Separator+ Bag Filter	Particulate Matter	150 mg/Nm ³
6.	De Dusting System 1		Removed		
7.	Classifier				
8.	Floor cleaner				
9.	Dryer 1				
10.	Dryer 2		Removed		
11.	Dryer 3	18 meter			
12.	DRYER 4 (stand by)	18 meter	Cyclone Separator+ Bag Filter	Particulate Matter	150 mg/Nm ³
13.	Dryer 5	18 meter	Cyclone Separator+ Water Scrubber	Particulate Matter	150 mg/Nm ³
14.	Dryer 6	18 meter	Cyclone Separator+ Water scrubber	Particulate Matter	150 mg/Nm ³
15.	Dryer 7	18 meter	Cyclone Separator+ Water scrubber	Particulate Matter	150 mg/Nm ³
16.	HAG With Dryer-5	20 Meter	Cyclone Separator	Particulate Matter	150 mg/Nm ³
Proposed					
17.	Pulverizer 8	15 meter	Cyclone Separator+ Bag Filter	Particulate Matter	150 mg/Nm ³
18.	Pulverizer 9	15 meter	Cyclone Separator+ Bag Filter	Particulate Matter	150 mg/Nm ³
19.	Pulverizer 10	15 meter	Cyclone Separator+ Bag Filter	Particulate Matter	150 mg/Nm ³
20.	Dryer-8 (3 TPH)	18 meter	Cyclone Separator+ Water Scrubber	Particulate Matter	150 mg/Nm ³
21.	Dryer-9 (3 TPH)	18 meter	Cyclone Separator+ Water Scrubber	Particulate Matter	150 mg/Nm ³
22.	Dryer-10 (3 TPH) Standby	18 meter	Cyclone Separator+ Water Scrubber	Particulate Matter	150 mg/Nm ³
23.	De Dusting System at crushing area	15 meter	Bag Filter	Particulate Matter	150 mg/Nm ³
24.	De Dusting System at Packing area	11 meter	Bag Filter	Particulate Matter	150 mg/Nm ³

Note:

There is not required any additional Process gas emission for violation application, it will remain same as per Existing EC.

Comments:

The proposed Air Pollution Control measures and stack height so as to achieve the emission norms prescribed by the competent authorities are found satisfactory.

26. **FUGITIVE GAS EMISSION**

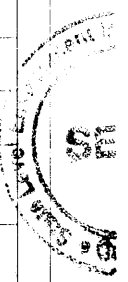
- Process area will be fully covered.
- Periodic monitoring of work area will be carried out to check the fugitive emission.
- Proper ventilation in storage & production area shall be ensured.
- Water will be sprinkled to control particulate / dust emission from storage area.
- Greenbelt will be developed along the plant premises.
- De-dusting system will be provided.
- Airborne dust at all transfer operations/ points will be controlled either by spraying water or providing enclosures.
- All Transfer points will be fully closed.
- Transportation of raw materials & products will be carried out by trolley within premises and minimum manual materials handling will be carried, so the fugitive emission due to process activity and material handling will be minimized.

Comments:

The air pollution control measures proposed for fugitive gas emission are found satisfactory.

27. **HAZARDOUS PROCESSES AND ITS SAFETY MEASURES**

Types of process	Safety measures including Automation
Amination	Not Applicable, this is bleaching clay manufacturing Unit.
Bromination	--



	Chlorination	
	Hydrogenation	
	Nitration	
	Sulphonation	
	Others, if any	
28.	SOLVENT MANAGEMENT (For example) Not Applicable, this is bleaching clay manufacturing Unit.	
29.	VOC EMISSION AND MITIGATION MEASURES FOR ACHIEVING MAXIMUM SOLVENT RECOVERY AND MINIMUM VOC GENERATION Not Applicable, this is bleaching clay manufacturing Unit.	
30.	LDAR PROPOSED Not Applicable, this is bleaching clay manufacturing Unit.	
31.	LDAR FOR SPECIFIC SOLVENT (For example) - Not Applicable, this is bleaching clay manufacturing Unit.	

32. **HAZARDOUS WASTE MANAGEMENT MATRIX**
As per Valid CCA Hazardous Waste Details

SR. NO.	Type Of Waste	Category	Quantity MT/Year	Mode Of Disposal
1	ETP Sludge & MEE Salt	I-35.3	700 MT	Collection, Storage, Transportation & Disposal at TSDF Site.
2.	Sludge from Wet Scrubber	I-37.1	NIL	Collection, Storage, Transportation & send to cement industry for co-processing.
3.	Used/Spent Oil	I-5.1	1.0 MT	Collection, Storage, Transportation & Disposal to registered recycler.
4.	Spent Acid	B15-II	66000 MT	Collection, Storage, Transportation & send to cement industry for co-processing.
5.	Evaporation Residue	I-37.3	NIL	Collection, Storage, Transportation & Disposal at TSDF Site.

Note:

There will no change in hazardous waste, it will remain same as per existing EC & CTE.

Comments:

Hazardous waste management includes collection, storage, transportation and disposal at TSDF, captive/ common incineration, co-processing/ pre-processing, sold to authorized actual users having Rule-9 permission and recycle/ reuse of waste. SEAC examined the details provided and found it as per requirement.

NON-HAZARDOUS WASTE MANAGEMENT MATRIX

Sr. no.	Type/Name of non-hazardous waste	Specific Source of generation (Name of the Activity, Product etc.)	Quantity (MT/Ann um)	Management of HW
1	STP Sludge	From STP	0.01	Use as Manure in Gardening.

Comments:

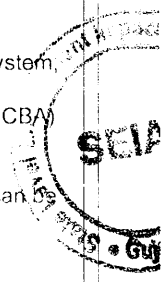
Other wastes management includes collection, storage, transportation and disposal by selling to actual users and recycle / reuse of waste. SEAC examined the details provided and found it as per requirement.

34. **STORAGE SAFETY MEASURES**

Storage of Hazardous chemicals in Tanks

Sr. no	Name of Chemical	Capacity of Tank	Number of Tanks	Hazardous Characteristics of Chemical
TANK FARM (NON-PESO)				
1	Bentonite	25 KL	1	--
2	Lime	40 KL	1	Corrosive
3	Gypsum	40 KL	1	--
4	Sulphuric Acid	40 KL	1	Corrosive & Toxic
TANK FARM (PESO)				

1	HSD	86 KL	2	Flammable
Safety Measures for PESO Underground storage tank farm:				
Storage of Hazardous chemicals other than Tanks i.e. Drum, Barrels, Carboys, Bags etc.				
Sr. no	Name of Chemical	Capacity of Drum/Bag/ Cylinder/ Glass Bottle	Number of Drum/Bag/ Cylinder/ Glass Bottle	Hazardous Characteristics of Chemical
There is no any Hazardous Chemicals used in this Bleaching Clay Manufacturing Unit.				
Safety measures for Hazardous Chemicals:				
Type of Hazardous Chemicals	Safety measures			
FLAMMABLE CHEMICALS	<p>Flammable Materials</p> <ul style="list-style-type: none"> Storage shall be cool, well ventilated away from sources of ignition or heat. Prevent accumulation of static charge. Protect material from direct sunlight. Store in original container. Keep containers tightly closed and upright when not in use. Proper label and identification board /stickers shall be provided in the storage area. Conductive drum pallets shall be provided. Drum handling trolley / stackers/fork lift shall be used for drum handling. Separate dispensing room with local exhaust and static earthing provision shall be made. Ground container and transfer equipment to eliminate static electric sparks. Smoking and other spark, flame generating item shall be banned near storage area. FLP type light fittings shall be provided. Handling of materials from Drum shall be done only through Mechanical Transfer System only. Training shall be provided to employees for safe storage, handling and transpiration. When using, do not eat, smoke or drink. Fire Hydrant with monitor, fire proximity suits, automatic sprinkler system, Safety shower & eye wash unit shall be installed nearby area. Provision of Respiratory protective equipment (airline respirator & SCBA) & personal protective equipment shall be available. For spills involving small volumes of dilute solution of Xylene/Formaldehyde/Methanol, the following cleaning procedure can be used Wear appropriate personal protective equipment (PPE) Remove any ignition source from the spill area; Clean the spill area with a mixture of water and soap Dry the spill area with paper towels Onsite emergency plan prepared and mock drill shall be carried out. Safety sign board displaying Do's and Don'ts in local language. 			
CORROSIVE CHEMICALS	<ul style="list-style-type: none"> Preventing or minimizing contact between corrosive substances and skin, mucous membranes and eyes. Corrosive substances shall not be allowed to come in contact with materials that may react. All the containers, pipes, apparatus, installations and structures used for the manufacture, storage, transport or use of these substances shall be protected by suitable coatings, impervious to and unaffected by corrosives. All containers or receptacles shall be clearly labelled to indicate their contents and shall bear the danger symbol for corrosives. Adequate ventilation and exhaust arrangement whether general or local, shall be provided whenever corrosive toxic gases or dust are present. Personal protective devices shall be used. First aid treatment facilities shall be provided and all concerned shall be instructed to follow safe practices such as (a) Prolonged washing with water (b) Removing contaminated clothing (c) Seeking immediate medical help. Safety showers and eye washers shall be provided. 			
TOXIC CHEMICALS	--			



	REACTIVE CHEMICALS	--
	Others, if any	--

35. **FIRE LOAD CALCULATION**

Total Plot Area:	This is TOR Application Will be incorporated in final EIA.
Area utilized for Hazardous Chemicals Storage:	
Number of Floors:	
Water requirement for firefighting in KLD:	
Water storage tank provided for firefighting in KL:	
Details of Hydrant Pumps:	
Nearest Fire Station:	
Applicability of Off Site Emergency Plan:	

36. **WORKERS SAFETY AND OCCUPATIONAL HEALTH MANAGEMENT**

-Unit has provided helmet, goggles, safety shoes, ear muff, Safety belt, hand gloves to employee and also provided OHC for employees.
- The workers should be trained for proper use of PPEs
- Safety measures in the form of Do and Don't Do should be displayed at strategic locations especially in local language and English.
- First box should be provided at strategic locations within the plant.
- List of important telephone numbers should be displayed in first aid room.

First Aid
Take the following steps to treat a worker with heat stroke:
Move the sick worker to a cool shaded area.
Cool the worker using methods such as.
-Soaking their clothes with water
-Spraying, sponging, or showering them with water
-Fanning their body.

Plans for Periodic medical checkup

- Part time doctor is hired for regular health checkup of each employee.
- Pre-employment health check-up is followed by periodical health check-up with special attention to occupational health.
- Medical records of each employee are maintained in prescribed format as per Factory Act.
- Bronchitis and chest diagnostic of worker working near furnace, EOT crane operator and smoky environment after every six months.
- The health check-up will be conducted as per the pre-designed format which will include chest X-rays, Audiometry, Spirometry, Vision Testing, ECG, Blood and urine test etc.
- The work zone monitoring will be conducted on regular basis.

Number of permanent Employee:	560
Number of Contractual person/Labour:	350
Area provided for OHC:	20.0 Sq. Meter
Number of First Aid Boxes:	20
Nearest General Hospital:	G. K. General Hospital Approx. 12 km
Name of Antidotes to be store in plant:	Not Required

Comments:
Project proponent has provided PPEs, Occupational health center (OHC) with adequate provision of manpower, equipment and operational cost. SEAC finds it as per the provisions of Gujarat Factory Rules 1963.

37. **DETAILS OF MEMBERSHIP OF COMMON FACILITIES:**

Sr. No.	Membership for Common Facility	Membership Certificate issuing agency along with Date of Issue and validity of membership
01	CETP	Not required
02	TSDf site	SEPPL Certificate No. 1200000126 Date of issue: 09.09.2019
03	Common Hazardous Waste Incineration Facility	Not required
04	Common Spray Drying Facility	Not required
05	Common MEE Facility	Not required
06	Common Conveyance System	Not required
07	PESO permission	For HSD Storage Vide Letter No. P/HQ/GJ/15/1947/(P12270) dated 07/10/2020
08	FIRE permission	Will be incorporated in EIA Report
09	Health Certificate	Will be incorporated in EIA Report

38. **EMERGENCY MEASURES PROPOSED AND PREPAREDNESS ACTION PLAN**

-Emergency telephone numbers should be available and display properly strategic locations.
- Do's and Don'ts of Preventive Maintenance

Nearest Fire station: Bhuj Fire Station Approx. 60.0 km

Nearest Hospital: G. K. General Hospital Approx. 13 km

39. **CER ACTIVITIES PROPOSED YEAR WISE/ IN CASE OF EXPANSION ANY ADDITIONALITY SUGGESTED AND ITS COMPLIANCE (AS PER THE MOEF & CC GUIDELINES)**

Details of CER

As per OM no. 22-65/2017 on dated 01/05/2018 regarding "Corporate Environment Responsibility" (CER), Brownfield projects have to contribute 1% of the Additional Capital Investment, the company will contribute funds for CER activities

Activities to be carried out under CER:

- Education,
- Health,
- Environment,
- Agriculture

FUND FOR CER ACTIVITIES	
Description	Amount
Work under Swachh Bharat Abhiyan in Bhujodi & Madhapar village	15.0
Construct wall on periphery of common Sport Complex of Madhapar village	10.0
Provide woolen clothes, shoes and sport equipment in the government school of Ler village	10.0
Fodder for animals of Ler village	5.0
Ambulance facility for the nearby villagers	10.0
TOTAL	50.0 Lakh

Comments:

As per MoEF&CC's OM dated: 01.05.2018 and 30.09.2020, SEAC examined that the proposed cost of CER i.e 1% (Rs 50 Lakhs) which is as per the requirement.

40. **ENVIRONMENT MANAGEMENT PLAN (ESPECIALLY WITH CEPI AND NON CEPI GUIDELINES, AS MAY BE APPLICABLE)**

Sr. No	Unit	Detail	Capital Cost (Rs. Lakhs)	Total Recurring Cost (Rs. In Lakhs per Annum)
1	Wastewater	ETP, RO & MEE	191	14.0
2	Air	Air Pre Heater + Multi-Cyclone Separator + Bag Filter + Water Scrubber, Cyclone Separator+ Bag Filter * 8 Nos. Cyclone Separator+ Water Scrubber * 7 Nos. Cyclone Separator * 1 nos. Bag Filter * 2 Nos.	280	17.0
3	Hazardous Management	Hazardous Waste Storage & Disposal to TSDF and Incineration site. Memberships Ship and Others	6.0	2.0
4.	Fire & Safety	PPEs; Fire Extinguishers; Fire Hydrant Line etc.		
5	Green Belt Development	Cost of 16102.0 Nos. Trees and its plantation Charges	1.0	0.5
6.	Occupational Health	Pre & Post medical Checkup, First Aid Kits etc.	2.25	1.5
7.	Noise Control	Acoustic enclosure; Silencer; Vibration pads; Noise PPEs, etc.	0.75	0.1
8.	VOC Control & LDAR	Not Applicable, this is Bleaching clay Unit.	0.0	0.0
9	Environment Monitoring Program	Risk analysis, safety audit, maintenance expenses details, etc.	7.0	25
10	CER Activity	Work under Swachh Bharat Abhiyan in Bhujodi & Madhapar village Construct wall on periphery of common Sport Complex of Madhapar village Provide woolen clothes, shoes and sport equipment in the government school of Ler village Fodder for animals of Ler village	50.0	0.0

	Ambulance facility for the nearby villagers		
TOTAL		538	60.1
Comments:			
The overall environment management plan (EMP) provided for capital and recurring cost for wastewater treatment, air emission control, noise control, hazardous waste disposal, fire & safety, occupational health, environment monitoring program, green belt and corporate environmental responsibility was deliberated and found satisfactory.			
41.	<p>RECOMMENDATIONS OF SEAC</p> <p>"On the basis of information provided to SEAC on project, its location, technical, physical and environmental infrastructure, waste to be handled, raw material, storage, waste disposal, water treatment, safety measures, green belt development planning, regulatory compliance assured of related statutory provisions, necessary documents of requisite permissions provided from concerned departments and overall environmental management planning for the project, along with financial resources committed for operation and maintenance, and on the basis of presentation made before SEAC, modification suggested by SEAC and incorporated by project proponent, SEAC finds the project as per the requirement and unanimously recommends the same to SEIAA for grant of Terms of Reference"</p> <p><u>Considering the above project details, after detailed discussion, the following additional/ specific terms of reference (ToR) were prescribed in addition to the standard TORs/ model TORs available in the MoEFCC's sector specific EIA Manual for the "Mineral beneficiation" projects shall be considered as generic TORs for EIA study in addition to all the relevant information as per the generic structure of EIA given in Appendix III in the EIA Notification, 2006 to be done covering 10 Km radial distance from the project boundary of the proposed site</u></p> <p><u>Specific Terms of Reference for the project on assessment of ecological damage, remediation plan and natural and community resource augmentation plan.</u></p> <ol style="list-style-type: none"> 1. Proponent shall strictly adhere to final order and judgement that would be passed by the Hon'ble Supreme Court of India in Writ Petition (Civil) No. 1394 of 2023. 2. PP shall submit complete detail of Ecological Damage Assessment with respect to air, water, land and other project & location specific environment attributes. The collection and analysis of data shall be done by an environment laboratory duly notified under Environment (Protection) Act, 1986, or an environment laboratory accredited by NABL, or a laboratory of a council of Scientific and Industrial Research (CSIR) institution working in the field of environment. 3. The Environment Management Plan shall comprise of remediation plan and community & Natural Resource Augmentation plan corresponding to the ecological damage assessed and economic benefits derived due to violation. The remediation plan and the natural & community resource augmentation plan prepared shall be included as an independent chapter in the EIA report. 4. Proponent shall strictly adhere to all condition of SEAC recommendation dated 27.12.2024. 5. As per the SEAC recommendation, Committee observed wrt as per MoEF & CC's OM dated: 12.11.2020 regarding public hearing, there has been no increase in production or in any other parameter. The only reason for violation is the replacement of old line with new line, which was carried out in the plot/ land without prior permission of EC and no production has been taken using this newly laid pipeline. SEAC took note of provision made in the above quoted OM of MOEFCC, which does not make it mandatory to conduct the public hearing. Accordingly, Committee is of the opinion that public hearing is exempted as the unit has already carried out public hearing for manufacturing of bleaching clay and it is case of the replacement of the production line is as per the order of Hon'ble NGT. 6. The project proponent shall be required to submit a Bank guarantee equivalent to the amount of remediation plan and natural and community resource augmentation plan with the GPCB prior to the grant of EC. The quantification of such liability shall be recommended by the SEAC and finalized by the regulatory authority. 7. The bank guarantee shall be deposited prior to grant of EC and shall be released after successful implementation of the remediation plan and Natural and Community Resource Augmentation Plan, and after recommendation by IRO-MoEF&CC followed by recommendations of the SEAC and approval of the regulatory authority as per indicative guideline for calculating the amount of remediation plan and natural and community resource augmentation plan. 8. Project Proponent shall submit point wise compliance of Violation SoP in the final EIA report and during the appraisal of the Project. NABET accredited Consultant shall aptly use the 'Indicative Format for Implementation for Violation SoP dated 07.07.2021 and other related OMs recommended by SEAC to SEIAA for the purpose. 9. By Granting this ToR, it is made clear that no absolute right shall accrue in favour of project proponent and that all activities undertaken by project proponent based on ToR shall be subject to the final outcome of Hon'ble Supreme Court of India in Writ Petition (Civil) No. 1394 of 2023. 10. No equities shall be claimed by project proponent and all expenditures incurred hereto by project proponent based on ToR (violation) case, shall be at its own risk and cost and with full knowledge about pendency of proceedings before the Hon'ble Supreme court of India. 11. Actual period of violation and extent of violation with all supportive documents including actions taken by GPCB. 12. Ecological damage assessment with respect to air, water, land and other project & location specific environment attributes. The collection and analysis of data shall be done by an environment laboratory duly notified under Environment (Protection) Act, 1986, or an environment laboratory accredited by 		

- NABL, or a laboratory of a council of Scientific and Industrial Research (CSIR) institution working in the field of environment.
13. The Environment Management Plan shall comprise of the remediation plan and community & natural resource augmentation plan corresponding to the ecological damage assessed and economic benefits derived due to violation. The remediation plan and the natural & community resource augmentation plan prepared shall be included as an independent chapter in the EIA report.
 14. The project proponent shall be required to submit a bank guarantee equivalent to the amount of remediation plan and natural and community resource augmentation plan with the GPCB prior to the grant of EC. The quantification of such liability shall be recommended by the SEAC and finalized by the regulatory authority. The bank guarantee shall be deposited prior to grant of EC and shall be released after successful implementation of the remediation plan and Natural and Community Resource Augmentation Plan, and after recommendation by IRO-MoEF&CC followed by recommendations of the SEAC and approval of the regulatory authority. (The indicative guideline for calculating the amount of remediation plan and natural and community resource augmentation plan is attached at **Annexure - 1**)
 15. The project proponent shall submit the details of Penalty quantification as per MoEF&CC's OM dated: 07.07.2021.
 16. Assessment of environmental damage as per the prevailing guideline of MOEF&CC, orders of Honorable NGT, Courts regarding cases for violation issued from time to time.
 17. **The Project Proponent to comply in letter and spirit with the Violation SoP issued by MoEF & CC vide Office memorandum F.No.22-21/2020 – IA.III dated 07.07.2021, and subsequent related OMs issued by MoEF & CC on 28.01.2022, 28.07.2022. Further, a point wise compliance of the Violation SoP shall be submitted in the final EIA report and during the appraisal of the Project. NABET accredited Consultant shall aptly use the 'Indicative Format for Implementation for Violation SoP dated 07.07.2021 and other related OMs recommended by SEAC to SEIAA for the purpose.**
 18. **General & project specific Terms of Reference for the project.**
 19. Gujarat Pollution Control Board shall initiate credible legal action against the project proponent under the provisions of the Environment (Protection) Act, 1986, and further no consent to operate to be issued till the project is granted EC.
 20. A notarized undertaking stating that (1) Any such violation shall not be repeated in future, (2) All the statutory requirements shall be fully complied with and (3) A status quo shall be maintained at the project site and remaining activity shall be carried out only after obtaining Environmental Clearance from SEIAA.
 - i. Further Project Proponent may be advised to submit final EIA Report with EC application within 100 days from the date of issuance of this ToR to expedite processing of Environment Clearance application.
 - ii. The project proponent shall have to apply for Environmental clearance through online portal <http://environmentclearance.nic.in/> along with final EIA report.

Validity of ToR:

1. The ToRs prescribed for the project will be valid for a period of four years for submission of EIA & EMP report. ToR will lapse after 4 years from the date of issue.



(Ms. Maulika Shah)
Member Secretary

Encl: As Above

Issued to:

M/s. Ashapura Perfoclay Ltd.
Survey No. 167,166,168, Village: Ler,
Nr. Bhujodi, Anjar Bhuj Highway,
Ta: Bhuj, District: Kutch, Gujarat



Copy to:-

The Secretary, SEAC, C/O. G.P.C.B. Gandhinagar - 382010.





400
GUJARAT POLLUTION CONTROL BOARD

PARYAVARAN BHAVAN, SECTOR 10-A,
GANDHINAGAR - 382010,
(T) 079-23232152

ANNEXURE-R-3

By R.P.A.D

SHOW CAUSE NOTICE

WHEREAS you are having industrial plant located at Survey no. 167, Vill: Ler, Ta: Bhuj, Dist: Kutch for manufacturing of Bleaching Clay.

AND WHEREAS, the Board officials had visited your unit on dated 27/02/2025 wrt complaint. During inspection following non compliances observed.

1. Storage of gypsum on open area at survey no. 163 and shown the gypsum lying near the connection bridge provided on natural SWD.
2. Dust deposition is found on the crops of corn farm and castor farm of the complainant.
3. Also dusting/ fugitive emission are found in plant area and internal road.
4. A new HAG with dryer is found installed other than the mentioned in the CCA.

In view of the above, you are called upon to show cause for contravening the provisions of the Air Pollution (Prevention and Control) Act-1981 directed to submit action taken report wrt above with documentary evidence within 5 days from the date of issue of this notice, failing to which further actions will be initiated against your industrial plant under the Air Pollution (Prevention and Control) Act-1981.

For and on behalf of
Gujarat Pollution Control Board

(T.C. Patel)
Unit Head

NO. PC/CCA-KUTCH- 27(30) /GPCB ID – 17774/

Date: /06/2025

To,
M/s. Ashapura Perfoclay Limited,
Survey no. 167, Vill: Ler,
Ta: Bhuj, Dist: Kutch - 370 020.

Clean Gujarat Green Gujarat

Website : <https://gpcb.gujarat.gov.in>

Outward No: 865865, 26/06/2025 12:02:00 PM

Date: 01/07/2025

To
The Member Secretary
Gujarat Pollution Control Board
Paryavaran Bhavan,
Sector 10-A,
Gandhinagar – 382010

Kind Attention: Shri T.C. Patel (DEE) – Unit Head – Kutch

Subject: Submission of Compliance Status in Response to Show cause Notice dated 26th June, 2025

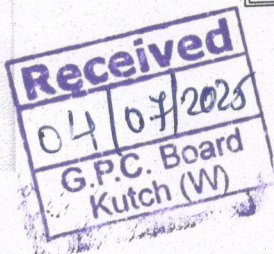
Respected Sir / Madam,

We, M/s. Ashapura Perfoclay Limited, located at Survey Nos. 163, 164 & 167, Village: Ler, Near Bhujodi, Anjar-Bhuj Highway, Bhuj, District Kutch – 370020, having GPCB ID: 17774, hereby submit our compliance report in response to the observations raised in the Show cause Notice dated 26th June, 2025.

It is submitted that the Show cause Notice was issued based on the inspection conducted by the Regional Office, GPCB, on 27th February, 2025. We have also submitted our initial response on 12th March, 2025.

Below is the detailed compliance status against each observation:

Sr. No.	Observation	Response
1	Storage of gypsum was observed in the open area at Survey No. 163, with gypsum lying near the connection bridge provided on the natural SWD.	Gypsum is stored at Survey No. 163 for sun-drying, as per GPCB's stipulated conditions. During shifting operations from the plant to Survey Nos. 163 and 164, minor spillage occasionally occurred near the bridge. The area is regularly cleaned using a JCB on a daily basis (Annexure-1). Further, due to limited demand from the cement industry, gypsum utilization has been constrained, leading to stockpiling. We have already obtained Consent to Establish (CTE) for backfilling in abandoned mines at Modsar village. Upon receipt of the Consent to Operate (CCA), the gypsum will be utilized for backfilling as planned.


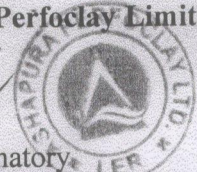


Sr. No.	Observation	Response
2	Dust deposition is found on the crops of corn farm and castor farm of the complainant.	The company is committed to addressing fugitive emissions concerns. To mitigate dust generation and improve air quality, the following corrective and preventive measures are being implemented: <ul style="list-style-type: none"> • Upgradation of dedusting systems by installing additional bag filters across the plant. • Strengthening dust control infrastructure to effectively reduce emissions.
3	Dusting / fugitive emissions are found in the plant area and internal roads.	The following measures have been undertaken for control of dusting: <ul style="list-style-type: none"> • Closed-loop material transfer: All material transfers are now conducted in closed systems to prevent dust escape. • Covered conveyor belts: Protective canopies have been installed on all conveyor belts. • Tarpaulin-covered trucks: All transport vehicles are now covered with tarpaulin to minimize dust release during transit. • Installation of a bag filter with dryer: A bag filter system with an integrated dryer has been installed at critical locations to further reduce fugitive emissions.
4	A new HAG with dryer is found installed other than those mentioned in the CCA.	The new dryer was installed on a trial basis to replace the existing unit. At present, the new dryer is not operational and has been disconnected from the system.

We request you to kindly consider the above submissions and take the same on record.

Thanking you,

Yours sincerely,
For Ashapura Perfoclay Limited

Authorized Signatory,
 Village Ler, Bhuj (Kutch) – 370020.

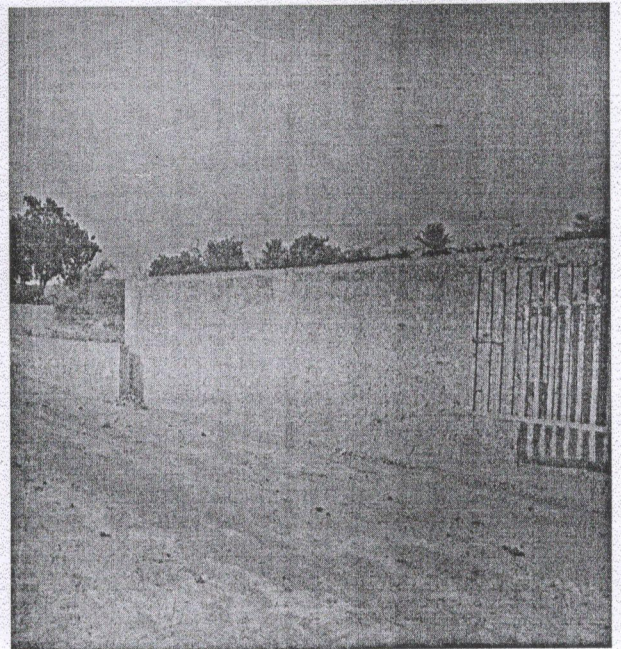
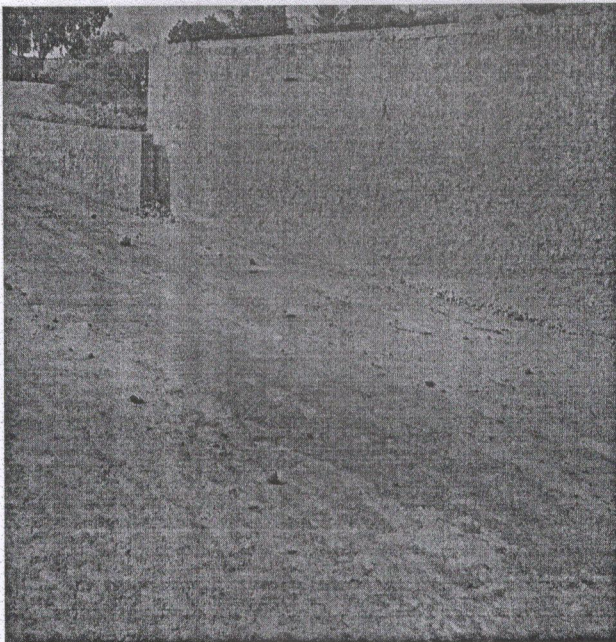
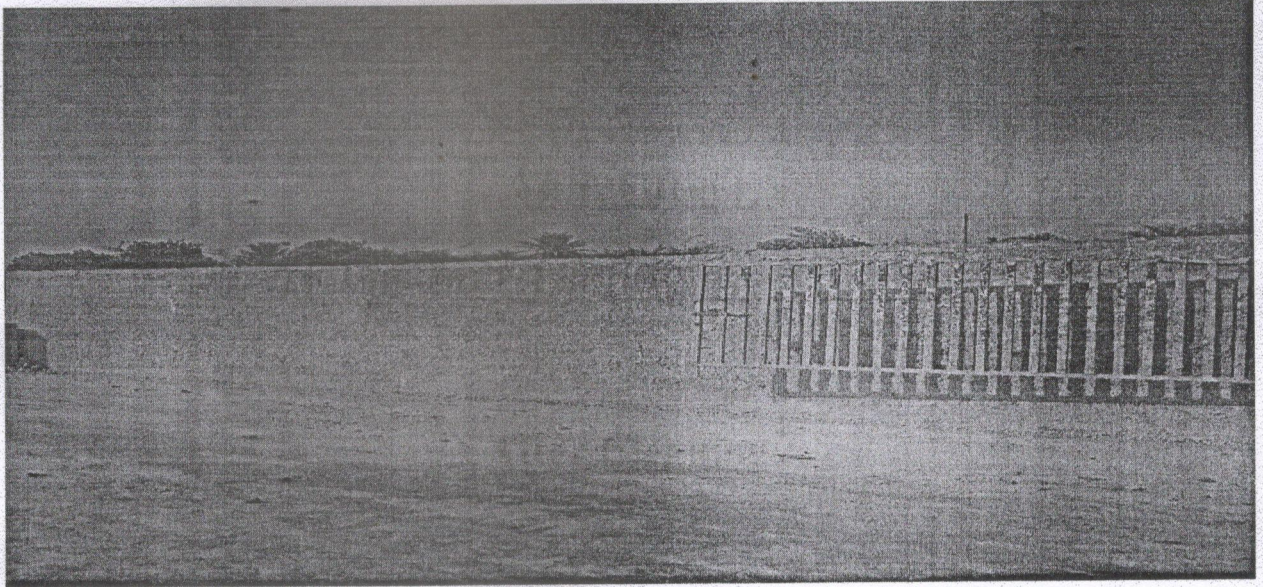
CC: Regional Office, GPCB, Kutch–West

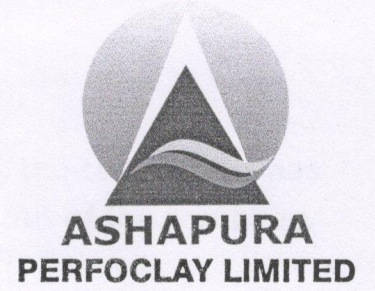
Enclosed:

1. Annexure I

Gypsum Cleaning near Bridge

After Cleaning



**ANNEXURE-R-4**

Date: 25/09/2023

To,
Member Secretary
Gujarat Pollution Control Board
Paryavaran Bhavan,
Sector 10-A, Gandhinagar-382010

Kind Attention: Shri T.C. Patel (DEE)-Unit Head-Kutch.

Subject: Submission of compliance status of points observed during GPCB visit done on 15th September, 2023.

Respected Sir,

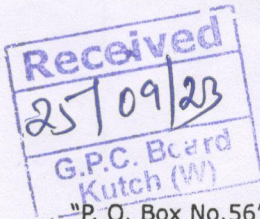
As mentioned to above subject, we are here submitting the reply for the observation given by the Regional Officer visit on 15th September, 2023.

1. Dispose Gypsum waste laid on Survey no. 205 as per rules.

Our gypsum waste stored only on Survey no. 163 and 164, there is no any gypsum waste on survey no. 205.

2. Near Paiya valu vahan gypsum and other waste (non-hazardous) waste observed, kindly dispose as per rules.

During shifting of Gypsum from plant premises to survey no. 163 and 164 gypsum was fall down near Paiya valu vahan and we are regularly cleaning that road through JCB and at present we cleaned that area and in future we take care there is no gypsum fall down near this area.



"P. O. Box No.56" Village Ler, Near Bhujodi, Off Anjar-Bhuj Highway, Bhuj-kutch - 370 020. (Gujarat)
Tel. : +91-02832 240301/240302/242032-33 Fax : +91-02832 240303 E-mail : Avlbhujad@sancharnet.in

Regd. Office :

Jeevan Udyog Building, 3rd Floor, 278, D. N. Road, Fort, Mumbai - 400 001. (India)

Tel. : +91-22 6665 1700 □ Fax : +91-22 2207 9395 / 2207 4452 □ Email : he@ashapura.com

3. **In the farm of the complainer Shri Gulabsinh Rathore, the cotton crop has been slightly damaged due to the rain runoff coming out of the company. No discharge observed at the time of visit.**

Gulabsinh's Farm is located near APL Gate no. 2 and Natural slop of rain runoff is APL Gate no. 2 to APL Gate no. 1, as per natural slop our discharge point of storm water is near gate no. 1, so there is no any possibility to rain runoff is goes to Gulabsinh's farm coming out of the company. Here we attached Ground level of Gate no. 2 and Gate no. 1 with slop comparison for your better information and reference .(As per attached Google earth Image, Annexure I). Also here we attached location of our discharge point and Gulabsinh's Farm for your reference. (As per attached Google earth Image, Annexure II). Also we inform to you that this portion of Gulabsinh farm is on government land and it is portion of Natural rain runoff from Ler hill to downward side.

4. **During visit Fugitive Emission (Dusting) observed in plant premises.**

We are committed to control Fugitive emission in plant premises, so we are continuously upgrading our air pollution control measures in plant. We have already commission 1 no. bag filter, 1 no. bag filter installation are going on and already released 2nos. bag filter order to reduce and control dusting. Also continuously we are spraying water in our roads, maintaining all conveyors in closed loop, operating all APCM installed of stacks to control Air emission.

5. **Facilitating monitoring wells downstream and upstream from Borewell of Gulabsingh to be submitted by the office here.**

Here we are submitting location of Borewell (monitoring well) downstream and upstream from Borewell of Gulabsinh.

Upstream	Downstream
APL Gate No. 2 Latitude: 23.203155° Longitude: 69.742005°	Survey no. 172/p2, Ranubha Rathod Farm Latitude:23.200086° Longitude: 69.748926°
	Survey no. 176, Kishorbhai Farm Latitude: 23.200056° Longitude: 69.75015°

6. Kindly submit the details of Production, Consumption of raw material, fuel, water as well as Hazardous waste generation/ disposal/stock of last three months.

Details of Production, Consumption of raw material, and fuel, water as well as Hazardous waste generation/disposal of last three months are attached as Annexure-III.

Thanking You.

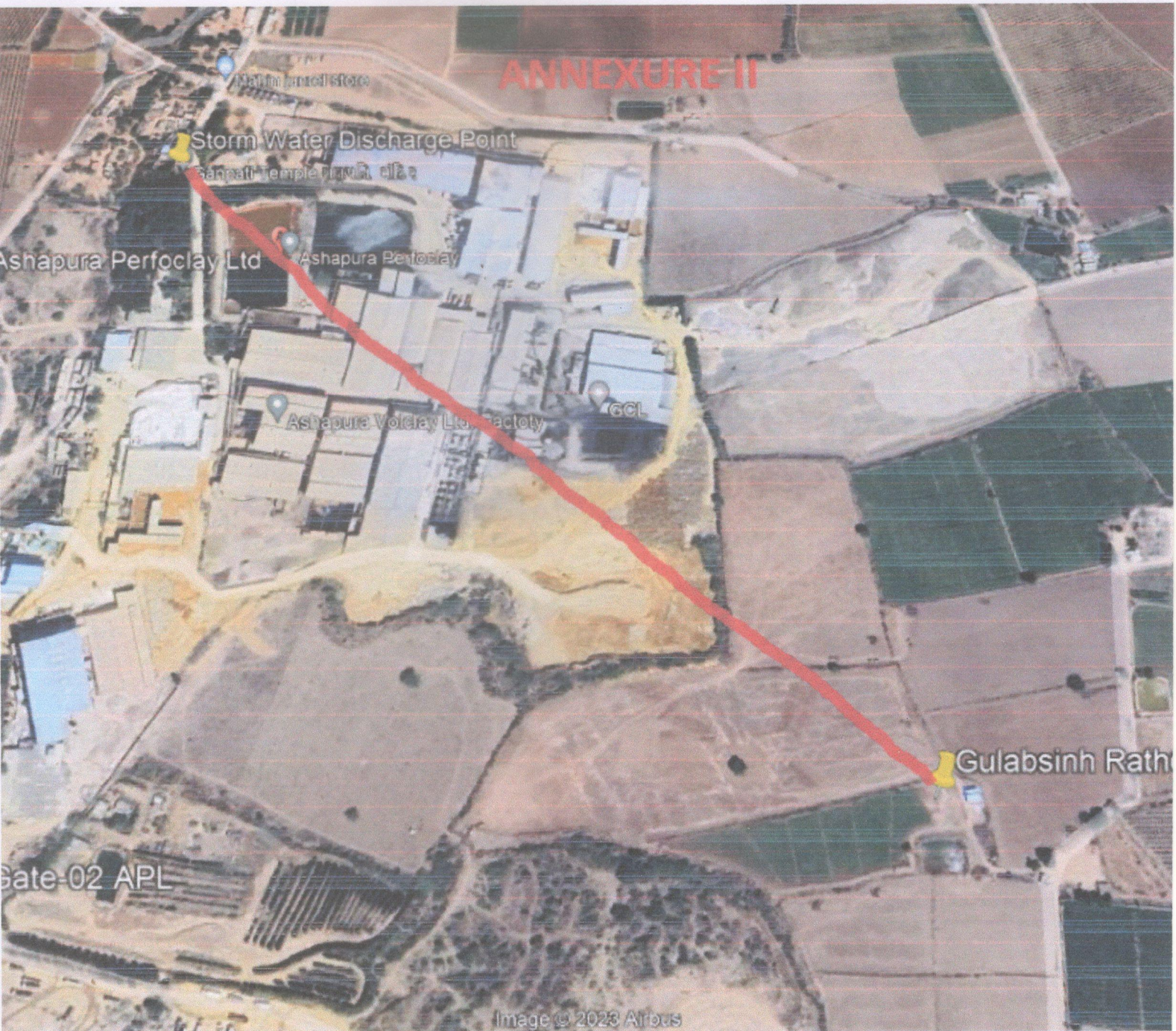
Yours Truly,



For Ashapura Perfoclay Limited
Village Ler | Bhuj (Kutch) -370001

C/c: RO Office Bhuj (Kutch West).





• **Production, Raw Material, Fuel and Water Consumption:**

Month	Production (MT)	Raw Materials		Fuel Consumption		Water Consumption
		Bentonite (MT)	Sulphuric Acid (MT)	Coal (MT)	HSD (Liters)	
June 2023	7054	7618	3739	762	52817	19924
July 2023	7250	7830	3843	890	88996	17690
August 2023	7950	8586	4214	950	88450	20093

• **Gypsum & Spent Acid Details:**

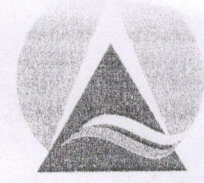
Month	Spent Acid (MT)	Gypsum Generation (MT)
June 2023	1026.39	3185
July 2023	1684.47	3520
August 2023	1274.96	3800

• **Gypsum Dispatch Details:**

Month	Ultratech (MT)	ACC Cement (MT)	JK Cement (MT)	Sanghi (MT)	Saurashtra (MT)	Total Dispatch (MT)
June 2023	750	1977	448	530	---	3705
July 2023	1250	812	166	1750		3978
August 2023	2375			1477		3852

• **Gypsum Stock: @8670 MT**





ASHAPURA
PERFOCLAY LIMITED

Date: 14/02/2024

To,
Member Secretary
Gujarat Pollution Control Board
Paryavaran Bhavan,
Sector 10-A, Gandhinagar-382010

ANNEXURE-R-5

Kind Attention: Shri T.C. Patel (DEE)-Unit Head-Kutch.

Subject: Submission of compliance status of points observed during GPCB visit done at Mata na madh mines for land filling on 31st January, 2024.

Respected Sir & Madam,

As mentioned to above subject, we are here submitting the reply for the observation given by the Regional Officer visit on 31st January, 2024.

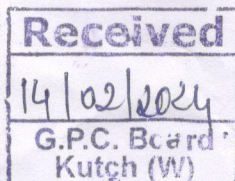
Sr. No.	Point Raised	Reply
1.	Kindly submit the details of Production, Consumption of raw material, fuel, and water of last three months.	Details of Production, Consumption of raw material, fuel and water consumption data of last three months are attached as Annexure-I .
2.	Tree plantation in unit area.	Noted. We are doing plantation on regular basis.
3.	Provide Fencing along with the border of mines.	We have already provided fencing at approved lease area. Photos are attached as Annexure-II .
4.	During visit, Liner and Lechate system was not observed.	We have already provided liner at Mines. Photos are attached as Annexure-III .
5.	Kindly submit the Ground water monitoring Report.	We have already drawn sample from nearest bore well from mines and sent to laboratory and sampling are under process. We will submit report within 15 days.

Thanking You,
Yours Truly

(Signature)



For Ashapura Perfoclay Limited
Village Ler Bhuj (Kutch) -370001



- Production, Raw Material, Fuel and Water Consumption:**

Month	Production (MT)	Raw Materials		Fuel Consumption		Water Consumption
		Bentonite (MT)	Sulphuric Acid (MT)	Coal (MT)	HSD (Liters)	
Oct-23	7434	8029	3940	966	86057	17381
Nov-23	7320	7906	3880	853	83960	17270
Dec-23	7625	8235	4041	995	80674	19105

- Gypsum & Spent Acid Details:**

Month	Spent Acid (MT)	Gypsum Generation (MT)
Oct-23	577.24	3905
Nov-23	---	3845
Dec-23	---	3776

- Gypsum Dispatch Details:**

Month	Ultratech (MT)	JK Cement (MT)	Saurashtra (MT)	Mata na Madh Mines	Total Dispatch (MT)
Oct-23	2005	780	---	1140	3925
Nov-23	---	480	515	2455	3450
Dec-23	---	---	883	2980	3863

- Gypsum Stock: @14000 MT**



Liner provided at Mines





413 GUJARAT POLLUTION CONTROL BOARD

PARYAVARAN BHAVAN, SECTOR 10-A,
GANDHINAGAR - 382010,

ANNEXURE-R-6

(T) 079-23232152
By R.P.A.D

SHOW CAUSE NOTICE

Whereas you are having industrial plant located at Survey No. 167,163 & 164, Vill: Ler, Tal: Bhuj, Dist: Kutch for manufacturing of Bleaching Clay.

AND WHEREAS, the Board officials had visited your unit on dated 15/09/2023 wrt complain. During inspection unit was in operation & following non compliances observed.

1. Fugitive emission was observed from premises.
2. Natural water drain called "Paiyaa Vadu Nalu" is joining the premises to the Survey No. 163 & 164. Gypsum waste and other non-hazardous waste observed in near by the nala.
3. Gypsum was observed laid at Survey no. 205.
4. During visit samples were collected from nearby farms of Nareshbhai Pindoriya & Gulabsingh Rathor, as per Analysis Report, TDS-4582 mg/l & 7854 mg/l, respectively and Chloride-1900 mg/l & 3200 mg/l respectively, which are higher than the prescribed norms.

In view of the above, you are called upon to show cause within 7 days, why legal action should not be initiated against your industry for contravening the provisions of the Water Pollution (Prevention and Control) Act – 1974. You are directed to submit the compliance with respect to above non compliance. Failure to which further action will be initiated as per applicable Acts.

**For and on behalf of
Gujarat Pollution Control Board**

(T.C. Patel)

Unit Head

Date: 2/12/2023

NO: PC/CCA-KUTCH-27(28)/GPCB ID-17774/

ISSUED TO:

M/s. Ashapura Perfoclay Ltd.

Survey No. 167,163 & 164,

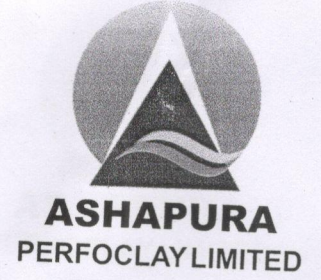
Vill: Ler, Tal: Bhuj

Dist: Kutch- 370 020.

Outward No: 759834, 02/12/2023

Clean Gujarat Green Gujarat

Website : <https://gpcb.gujarat.gov.in>



Date: 13/12/2023

To,
Member Secretary
Gujarat Pollution Control Board
Paryavaran Bhavan,
Sector 10-A, Gandhinagar-382010

Kind Attention: Shri T.C. Patel (DEE)-Unit Head-Kutch.

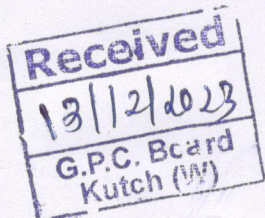
Subject: Submission of compliance Regarding Show Cause notice dated 02/12/2023.

Reference: Show Cause Notice outward no. 759834 dated 02/12/2023.

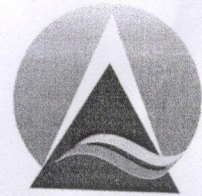
Respected Sir,

As mentioned to above subject, we are here submitting the reply for the Show Cause Notice dated 02/12/2023.

Sr. No.	Point Raised	Reply
1.	Fugitive emissions was observed from premises	We are committed to control Fugitive emission in plant premises, so we are continuously upgrading our air pollution control measures in plant. We have already commission 1 no. bag filter, 2 nos. bag filter installation are going on and already released 1 no. bag filter order to reduce and control dusting. Also continuously we are spraying water in our roads, maintaining all conveyors in closed loop, operating all APCM installed of stacks to control Air emission. Bag filter Photographs are attached as Annexure-1 .
2.	Natural water drain called "Paiyaa Vadu Nalu" is joining the premises to the Survey No. 163 & 164. Gypsum waste and other non-hazardous waste observed in near by the nala.	During shifting of Gypsum from plant premises to survey no. 163 and 164 gypsum was fall down near Paiyaa vadu Nalu and we are regularly cleaning that road through JCB and at present we cleaned that area. Photographs are attached as Annexure-2



M



ASHAPURA
PERFOCLAY LIMITED

3.	Gypsum was observed laid at survey no. 205.	Our gypsum waste stored only on Survey no. 163 and 164, there is no any gypsum waste observed on survey no. 205. Photographs of Survey no. 205 is attached as Annexure-3 .
4.	During visit samples were collected from nearby farms of Nareshbhai Pindoriya & Gulabsingh Rathor, as per Analysis Report. TDS-4582 mg/l & 7854 mg/l, respectively and Chloride -1900 mg/l & 3200 mg/l respectively, which are higher than the prescribed norms.	This is as per the ground water quality pattern of the region.

Thanking You,
Yours Truly



MT
[Handwritten Signature]

For Ashapura Perfoclay Limited
Village Ler | Bhuj (Kutch) -370001

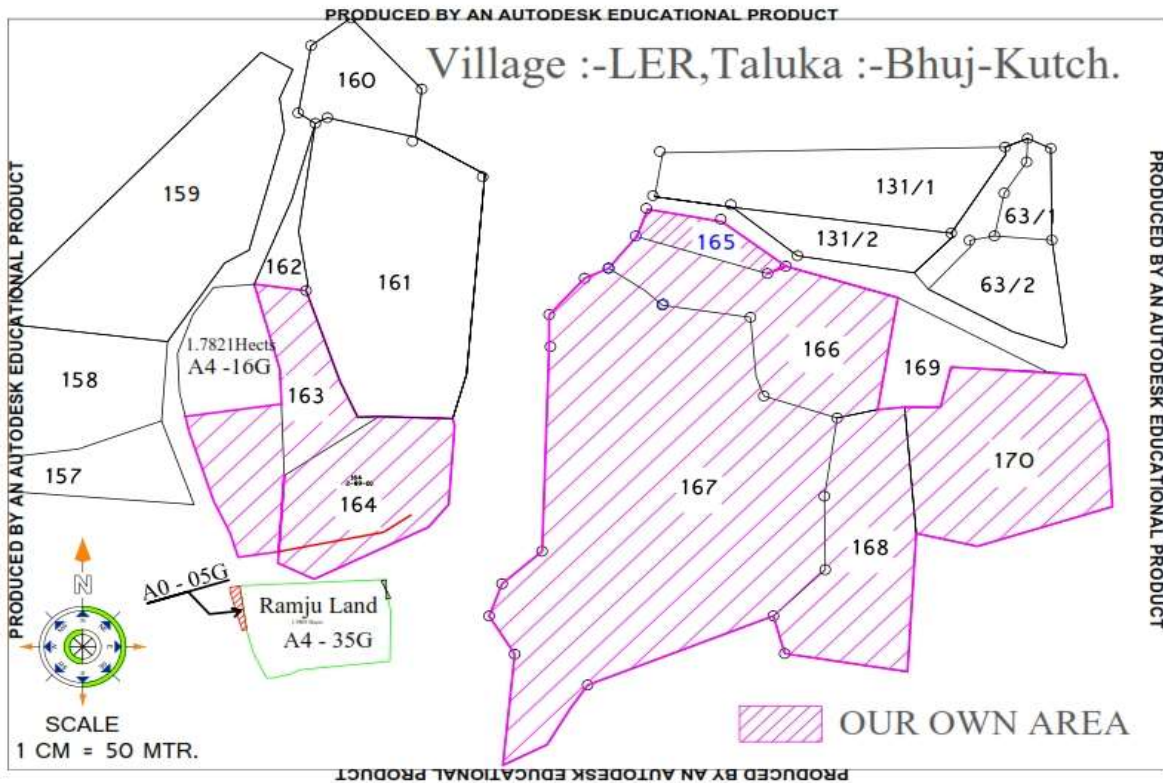
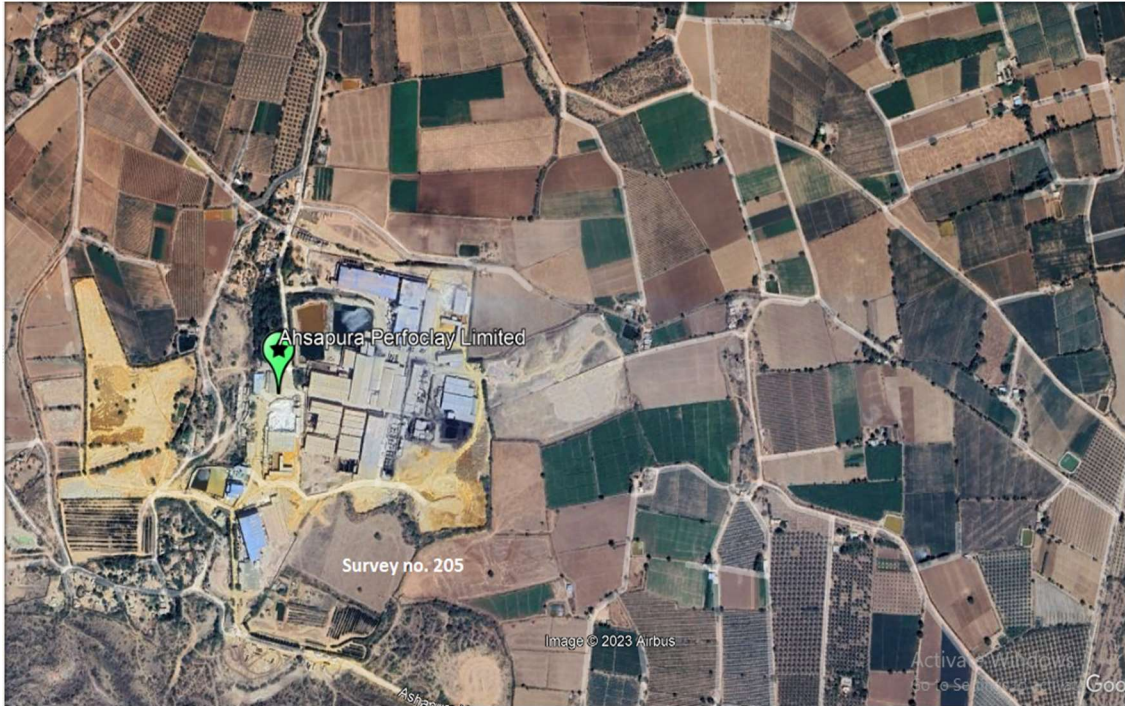
Bag Filter attached to Dryer no. 7



Installation of another Bag filter is in process



Gypsum Waste is dumped at survey no. 163 & 164 only. No gypsum observed at Survey No. 205. Photographs of survey no. 205 is attached below.



Photographs at Survey No. 205



Gypsum observed near Paiya valu nalu

Before Cleaning



After Cleaning





422



423





ANNEXURE-R-8

(भूजल निकासी हेतु अनापत्ति प्रमाण पत्र)

NO OBJECTION CERTIFICATE (NOC) FOR GROUND WATER ABSTRACTION

Project Name:		Ashapura Perfoclay Limited											
Project Address:		Plot No.167,village Ler, Near Bhujodi, Taluka Bhuj											
Village:		Ler		Block:		Bhuj							
District:		Kachchh		State:		Gujarat							
Pin Code:													
Communication Address:		M/s Ashapura Volclay Ltd., Plot No.167, Village Ler, Near Bhujodi, Bhuj, Bhuj, Kachchh, Gujarat - 370020											
Address of CGWB Regional Office :		Central Ground Water Board West Central Region, Opp Chanakyapuri Sector-3 Near Swastik Bunglows,, Part-1, R.c. Technical Road,, Ghatlodiya, Ahmedabad, Ahmedabad, Gujarat - 380061											
1.	NOC No.:	CGWA/NOC/IND/REN/2/2025/11226				2.	Date of Issuance	26/03/2025					
3.	Application No.:	21-4/1528/GJ/IND/2015				4.	Category: (GWRE 2024)	Over Exploited					
5.	Project Status:	Existing Ground Water				6.	NOC Type:	Renewal					
7.	Valid from:	09/06/2024				8.	Valid up to:	08/06/2026					
9.	Ground Water Abstraction Permitted:												
Fresh Water		Saline Water		Dewatering		Total							
m ³ /day	m ³ /year	m ³ /day	m ³ /year	m ³ /day	m ³ /year	m ³ /day	m ³ /year						
		90.00	32850.00			90.00	32850.00						
10.	Details of ground water abstraction /Dewatering structures												
Total Existing No							Total Proposed No						
	DW	DCB	BW	TW	MP	MPu	DW	DCB	BW	TW	MP	MPu	
Abstraction Structure*	0	0	2	0	0	0	0	0	0	0	0	0	
*DW- Dug Well; DCB-Dug-cum-Bore Well; BW-Bore Well; TW-Tube Well; MP-Mine Pit;MPu-Mine Pumps													
11.	Ground Water Abstraction/Restoration Charges paid (Rs.):						197100.00						
12.	Environment Compensation (if applicable) paid (Rs.):						0.00						
13.	Number of Piezometers(Observation wells) to be constructed/ monitored & Monitoring mechanism.					No. of Piezometers		Monitoring Mechanism					
								Manual	DWLR**	DWLR With Telemetry			
	**DWLR - Digital Water Level Recorder					1		0	1	0			

CENTRAL GROUND WATER AUTHORITY

18/11, जामनगर हाउस, मानसिंह रोड, नई दिल्ली - 110011 / 18/11, Jamnagar House, Mansingh Road, New Delhi-110011

Phone: (011) 23383561 Fax: 23382051, 23386743

Website: cgwa-noc.gov.in

पानी बचाये - जीवन बचाये
SAVE WATER - SAVE LIFE

426
(Compliance Conditions given overleaf)

This is an auto generated document & need not to be signed.

CENTRAL GROUND WATER AUTHORITY

18/11, जामनगर हाउस, मानसिंह रोड, नई दिल्ली - 110011 / 18/11, Jamnagar House, Mansingh Road, New Delhi-110011

Phone: (011) 23383561 Fax: 23382051, 23386743

Website: cgwa-noc.gov.in

पानी बचाये – जीवन बचाये
SAVE WATER - SAVE LIFE

Validity of this NOC shall be subject to compliance of the following conditions:

Mandatory conditions:

- 1) Installation of tamper proof digital water flow meter with telemetry on all the abstraction structure(s) shall be mandatory for all users seeking No Objection Certificate and intimation regarding their installation shall be communicated to the CGWA within 30 days of grant of No Objection Certificate.
- 2) Proponents shall mandatorily get water flow meter calibrated from an authorized agency once in a year.
- 3) Construction of purpose-built observation wells (piezometers) for ground water level monitoring shall be mandatory as per Section 14 of Guidelines. Water level data shall be made available to CGWA through web portal. Detailed guidelines for construction of piezometers are given in Annexure-II of the guidelines.
- 4) Proponents shall monitor quality of ground water from the abstraction structure(s) once in a year. Water samples from bore wells/ tube wells / dug wells shall be collected during April/May every year and analysed in NABL accredited laboratories for basic parameters (cations and anions), heavy metals, pesticides/ organic compounds etc. Water quality data shall be made available to CGWA through the web portal.
- 5) In case of mining projects, additional key wells shall be established in consultation with the Regional Director, CGWB for ground water level monitoring four (4) times a year (January, May, August and November) in core as well as buffer zones of the mine.
- 6) In case of mining project the firm shall submit water quality report of mine discharge/ seepage from Govt. approved/ NABL accredited lab.
- 7) The firm shall report compliance of the NOC conditions online in the website (www.cgwa-noc.gov.in) within one year from the date of issue of this NOC.
- 8) Industries abstracting ground water in excess of 100 m³/d shall undertake annual water audit through certified auditors and submit audit reports within three months of completion of the same to CGWA. All such industries shall be required to reduce their ground water use by at least 20% over the next three years through appropriate means.
- 9) Application for renewal can be submitted online from 90 days before the expiry of NOC. Ground water withdrawal, if any, after expiry of NOC shall be illegal & liable for legal action as per provisions of Environment (Protection) Act, 1986.
- 10) This NOC is subject to prevailing Central/State Government rules/laws/norms or Court orders related to construction of tube well/ground water abstraction structure / recharge or conservation structure/discharge of effluents or any such matter as applicable.

General conditions:

- 11) No additional ground water abstraction and/or de-watering structures shall be constructed for this purpose without prior approval of the Central Ground Water Authority (CGWA).
- 12) The proponent shall seek prior permission from CGWA for any increase in quantum of groundwater abstraction (more than that permitted in NOC for specific period).
- 13) Proponents shall install roof top rain water harvesting in the premise as per the existing building bye laws in the premise.
- 14) The project proponent shall take all necessary measures to prevent contamination of ground water in the premises failing which the firm shall be responsible for any consequences arising thereupon.
- 15) In case of industries that are likely to contaminate the ground water, no recharge measures shall be taken up by the firm inside the plant premises. The runoff generated from the rooftop shall be stored and put to beneficial use by the firm.
- 16) Wherever feasible, requirement of water for greenbelt (horticulture) shall be met from recycled / treated waste water.
- 17) Wherever the NOC is for abstraction of saline water and the existing wells (s) is /are yielding fresh water, the same shall be sealed and new tubewell(s) tapping saline water zone shall be constructed within 3 months of the issuance of NOC. The firm shall also ensure safe disposal of saline residue, if any.
- 18) Unexpected variations in inflow of ground water into the mine pit, if any, shall be reported to the concerned Regional Director, Central Ground Water Board.
- 19) In case of violation of any NOC conditions, the applicant shall be liable to pay the penalties as per Section 16 of Guidelines.
- 20) This NOC does not absolve the proponents of their obligation / requirement to obtain other statutory and administrative clearances from appropriate authorities.
- 21) The issue of this NOC does not imply that other statutory / administrative clearances shall be granted to the project by the concerned authorities. Such authorities would consider the project on merits and take decisions independently of the NOC.
- 22) In case of change of ownership, new owner of the industry will have to apply for incorporation of necessary changes in the No Objection Certificate with documentary proof within 60 days of taking over possession of the premises.
- 23) This NOC is being issued without any prejudice to the directions of the Hon'ble NGT/court orders in cases related to ground water or any other related matters.
- 24) Proponents, who have installed/constructed artificial recharge structures in compliance of the NOC granted to them previously and have availed rebate of upto 50% (fifty percent) in the ground water abstraction charges/ground water restoration charges, shall continue to regularly maintain artificial recharge structures.
- 25) Industries which are likely to cause ground water pollution e.g. Tanning, Slaughter Houses, Dye, Chemical/ Petrochemical, Coal washeries, pharmaceutical, other hazardous units etc. (as per CPCB list) need to undertake necessary well head protection measures to ensure prevention of ground water pollution as per Annexure III of the guidelines.
- 26) In case of new infrastructure projects having ground water abstraction of more than 20 m³/day, the firm/entity shall ensure implementation of dual water supply system in the projects.
- 27) In case of infrastructure projects, paved/parking area must be covered with interlocking/perforated tiles or other suitable measures to ensure groundwater infiltration/harvesting.
- 28) In case of coal and other base metal mining projects, the project proponent shall use the advance dewatering technology (by construction of series of dewatering abstraction structures) to avoid contamination of surface water.
- 29) The NOC issued is conditional subject to the conditions mentioned in the Public notice dated 27.01.2021 failing which penalty/EC/cancellation of NOC shall be imposed as the case may be.
- 30) This NOC is issued subject to the clearance of Expert Appraisal Committee (EAC) (if applicable).
- 31) In the self-compliance report, the PP shall submit details of Drilling Agency/ Agencies, which has/ have constructed BW(s)/ TW(s) along with undertaking to the effect that all necessary measures have been taken as per directions of Hon'ble Supreme Court provided in Annexure-VII of guidelines dated 24.09.2020 in respect of abandoned/ failed BW(s)/ TW(s)/Piezometer(s), if any. The PP is advised to engage registered drilling agency/ agencies. In the event of any mishap/ unfortunate incident due to negligence in taking measures for prevention of accident due to falling in Bore Well, both PP and concerned drilling agency shall jointly be held responsible and penal action as per extant Government rules shall be taken.

(Non-compliance of the conditions mentioned above is likely to result in the cancellation of NOC and legal action against the proponent.)

18/11, जामनगर हाउस, मानसिंह रोड, नई दिल्ली - 110011 / 18/11, Jamnagar House, Mansingh Road, New Delhi-110011

Phone: (011) 23383561 Fax: 23382051, 23386743

Website: cgwa-noc.gov.in

पानी बचाये - जीवन बचाये
SAVE WATER - SAVE LIFE

CENTRAL GROUND WATER AUTHORITY

Department of Water Resources, River Development and Ganga Rejuvenation
Ministry of Jal Shakti, Govt. of India

Receipt

(As per the guideline Gazette Notification S.O. 3281(E) regarding the New Guidelines dated 24.09.2020 of CGWA, MoJS, Govt. of India)
<https://cgwa-noc.gov.in>

Application No.:	21-4/1528/GJ/IND/2015	Date of Issuance:	26/03/2025
Name of Firm:	ASHAPURA PERFOCLAY LIMITED		
AppType Category:	Chemical		
Application Type:	Industrial		
PAN/GSTIN No. of Firm/Individual:	/		

S N	Description	Amount (Rs.)
1.	Application Processing Fee	5000.00
2.	Ground Water Abstraction charges	0
3.	Ground Water Restoration charges	197100.00
4.	Environmental Compensation Charges (ECRGW) (Date From to) Days-	
5.	Penalty for non-Compliance of NOC conditions Condition to be mentioned	200000.00
6.	Adjustment Charges	
7.	Rebate	
8.	Charges for correction/modification in the existing issued No Objection Certificate	
S.No.	Description	Rate
(i)	Change in User ID	Rs. 1000
(ii)	Change in firm Name	Rs. 5000
(iii)	Extension of No Objection Certificate	Rs. 5000
(iv)	Issuance of duplicate No Objection Certificate	Rs. 5000
(v)	Issuance of corrigendum to No Objection Certificate	Rs. 5000
(vi)	Any other items/correction etc.	Rs. 500
Rs. Rupees Four Lakh Two Thousand One Hundred Only		402100.00

This is an system generated invoice, hence, does not require ink signed.

18/11, जामनगर हाउस, मानसिंह रोड, नई दिल्ली - 110011 / 18/11, Jamnagar House, Mansingh Road, New Delhi-110011
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पानी बचाये - जीवन बचाये
SAVE WATER - SAVE LIFE

Term and conditions:

- i. All disputes are subject to Delhi Jurisdiction.
- ii. Any complaint in regard to the rates will not be entertained.

Member-Secretary
CGWA, New Delhi

CENTRAL GROUND WATER AUTHORITY





Application for Issue of NOC to Abstract Ground Water (NOCAP)

Welcome : kmmakwana

Previous Login Date Time: 13/08/2025 18:12:29 PM , IP Address: 103.90.46.224

[Logout](#)

Applicant Home	Apply	Feedback	Change Password	Update PAN	Profile	Grievance	Submitted Application Payment
User Request	Application Pass Book	Upload IAR	Upload Attachment	Payment for Associate			

Self Compliance

1	Name of Applicant / Project	ASHAPURA PERFOCLAY LIMITED	<u>ANNEXURE-R-9</u>	2	Application Code	96210																					
3	Application Number	21-4/1528/GJ/IND/2015		4	Applied For	Renew (2nd)																					
5	Type Of Project	Industrial																									
6	(i) NOC Details	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">(a)</td> <td style="width: 50%;">NOC No</td> <td>CGWA/NOC/IND/REN/2/202</td> </tr> <tr> <td>(b)</td> <td>Validity</td> <td></td> </tr> <tr> <td></td> <td>From: 09/06/2024</td> <td>To: 08/06/2026</td> </tr> <tr> <td>(c)</td> <td>Groundwater quantum (m3/d):</td> <td></td> </tr> <tr> <td></td> <td>(i) Abstraction: 90.00</td> <td>(ii) Dewatering: </td> </tr> <tr> <td>(d)</td> <td>Groundwater quantum (m3/y):</td> <td></td> </tr> <tr> <td></td> <td>(i) Abstraction: 32850.00</td> <td>(ii) Dewatering: </td> </tr> </table>					(a)	NOC No	CGWA/NOC/IND/REN/2/202	(b)	Validity			From: 09/06/2024	To: 08/06/2026	(c)	Groundwater quantum (m3/d):			(i) Abstraction: 90.00	(ii) Dewatering:	(d)	Groundwater quantum (m3/y):			(i) Abstraction: 32850.00	(ii) Dewatering:
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	(ii) Copy of NOC attached:	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Sr.No.</th> <th style="width: 60%;">File Name</th> <th style="width: 30%;">View File</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>NOCAPInstructions (2).PDF</td> <td style="text-align: center;">View</td> </tr> </tbody> </table>					Sr.No.	File Name	View File	1	NOCAPInstructions (2).PDF	View															
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7	Inspection details (Earlier)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">(a). Name of agency:</td> <td style="width: 30%;">--Select--</td> <td style="width: 30%;">(b). Date of Inspection:</td> <td></td> </tr> <tr> <td>(c). Copy of site inspection report</td> <td>----Select----</td> <td colspan="2"> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Sr.No.</th> <th style="width: 60%;">File Name</th> <th style="width: 30%;">View File</th> </tr> </thead> <tbody> <tr> <td colspan="3" style="text-align: center;">No Records exist.</td> </tr> </tbody> </table> </td> </tr> </table>					(a). Name of agency:	--Select--	(b). Date of Inspection:		(c). Copy of site inspection report	----Select----	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Sr.No.</th> <th style="width: 60%;">File Name</th> <th style="width: 30%;">View File</th> </tr> </thead> <tbody> <tr> <td colspan="3" style="text-align: center;">No Records exist.</td> </tr> </tbody> </table>		Sr.No.	File Name	View File	No Records exist.									
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	Self-Compliance of NOC Conditions:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">(i) Present withdrawal of Ground Water</td> <td style="width: 70%;">Yes</td> </tr> </table>					(i) Present withdrawal of Ground Water	Yes																			
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		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 40%;">As per NOC</th> <th style="width: 45%;">Self Compliance</th> </tr> </thead> <tbody> <tr> <td rowspan="2">(a). Abstraction</td> <td>90.00 (m³/day)</td> <td>90.00 (m³/day)</td> </tr> <tr> <td>32850.00 (m³/year)</td> <td>32850.00 (m³/year)</td> </tr> <tr> <td rowspan="2">(b). Dewatering</td> <td>0.00 (m³/day)</td> <td>0.00 (m³/day)</td> </tr> <tr> <td>0.00 (m³/year)</td> <td>0.00 (m³/year)</td> </tr> </tbody> </table>						As per NOC	Self Compliance	(a). Abstraction	90.00 (m ³ /day)	90.00 (m ³ /day)	32850.00 (m ³ /year)	32850.00 (m ³ /year)	(b). Dewatering	0.00 (m ³ /day)	0.00 (m ³ /day)	0.00 (m ³ /year)	0.00 (m ³ /year)								
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	0.00 (m ³ /year)	0.00 (m ³ /year)																									
	(c). Any variation in withdrawal (to be reported):	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">No</td> <td style="width: 15%;">(m³/day)</td> <td style="width: 15%;">(m³/year)</td> <td style="width: 55%;">(d). Abstraction Data submitted for all the TUBEWELL as per NOC:</td> <td style="width: 10%;">Yes</td> </tr> </table>				No	(m ³ /day)	(m ³ /year)	(d). Abstraction Data submitted for all the TUBEWELL as per NOC:	Yes																	
No	(m ³ /day)	(m ³ /year)	(d). Abstraction Data submitted for all the TUBEWELL as per NOC:	Yes																							
(ii)	Number of abstraction/dewatering structures	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 30%;">(As per NOC)</th> <th style="width: 55%;">(Self Compliance)</th> </tr> </thead> <tbody> <tr> <td>Existing</td> <td>2</td> <td>Existing 2</td> </tr> <tr> <td>Proposed</td> <td>0</td> <td>Proposed 0</td> </tr> </tbody> </table>						(As per NOC)	(Self Compliance)	Existing	2	Existing 2	Proposed	0	Proposed 0												
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Existing	2	Existing 2																									
Proposed	0	Proposed 0																									
	Number of functional abstraction structures	2	Geotagged photograogh of withdrawal structures	Yes	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Sr.No.</th> <th style="width: 60%;">File Name</th> <th style="width: 30%;">View File</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Number of Tubewells Borewales as per NOC.pdf</td> <td style="text-align: center;">View</td> </tr> </tbody> </table>		Sr.No.	File Name	View File	1	Number of Tubewells Borewales as per NOC.pdf	View															
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(iii)	Water meter details: (no content)	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">All the abstraction structure fitted with water meter</td> <td style="width: 30%;">Yes</td> <td style="width: 10%;">Type of meter</td> <td style="width: 30%;">Digital</td> </tr> </table>					All the abstraction structure fitted with water meter	Yes	Type of meter	Digital																	
All the abstraction structure fitted with water meter	Yes	Type of meter	Digital																								

Number of functional meter	<input type="text" value="2"/>			
Annual calibration of water meter by Govt agencies	<input type="text" value="Yes"/>	Attach Certificate		
		Sr.No.	File Name	View File
		1	Calibration Certificate.pdf	View
Geotagged Photograph of well fitted with water meter attached	<input type="text" value="Yes"/>	Sr.No.	File Name	View File
		1	gate no 2.jpg	View

(iv) Ground Water Quality

Water samples have been analyzed in Govt. approved lab	<input type="text" value="Yes"/>	Report submitted within stipulated time frame	<input type="text" value="Yes"/>	
Ground water Quality report attached	<input type="text" value="Yes"/>			
		Sr.No.	File Name	View File
		1	APL_MAY-25_WR.pdf	View
		Mine seepage quality report attached (in case of mining projects):		
		<input type="text" value="No"/>		
		No Records exist.		

(v) Details of Artificial recharge measures /Rain water harvesting implemented (For NOC issued before 24/09/2020)

		<input type="text" value="Yes"/>		
Type of structures	<input checked="" type="checkbox"/> Pond with recharge shaft <input checked="" type="checkbox"/> Recharge pond <input checked="" type="checkbox"/> Roof top rain water harvesting structure	No of structures	<input type="text" value="4"/>	
Within premises/outside premises	<input type="text" value="Yes"/>	Quantum of recharge measures implemented by the applicant(cum/annum):	<input type="text" value="152478.00"/>	
Geotagged photograph of recharge structures	<input type="text" value="Yes"/>	Sr.No.	File Name	View File
		1	RWH and AR structures implemented.pdf	View

(vi) Groundwater monitoring details:

	As Per NOC	Self Compliance
No. of piezometer (observation well) installed:	<input type="text" value="0"/>	<input type="text" value="0"/>
No. of piezometer with DIGITAL WATER LEVEL RECORDER:	<input type="text" value="1"/>	<input type="text" value="2"/>
Piezometer with DIGITAL WATER LEVEL RECORDER & Telemetry	<input type="text" value="0"/>	<input type="text" value="0"/>

Number of functional Piezometer/Observational well:	<input type="text" value="2"/>			
Geotagged photograph of Piezometers/observation well/key well fitted with DIGITAL WATER LEVEL RECORDER/Telemetry	<input type="text" value="Yes"/>	Sr.No.	File Name	View File
		1	Number of Pizometers as per NOC.pdf	View
Ground Water Monitoring data	<input type="text" value="No"/>	No Records exist.		

(vii) Details of treated wastewater (Recycle/Reuse):

SEWAGE TREATMENT PLANT/EFFLUENT TREATMENT PLANT installed:	<input type="text" value="Yes"/>	No. of SEWAGE TREATMENT PLANT/EFFLUENT TREATMENT PLANT installed:	<input type="text" value="1"/>	
Capacity of SEWAGE TREATMENT PLANT/EFFLUENT TREATMENT PLANT:	<input type="text" value="10"/>	Quantum of treated waste water generated (cum/y):	<input type="text" value="170011"/>	
Geotagged photograph of EFFLUENT TREATMENT PLANT/SEWAGE TREATMENT PLANT:	<input type="text" value="Yes"/>	Sr.No.	File Name	View File
		1	STP.jpg	View

Quantum of treated water used (cum/y):		432		Greenbelt:	27850.00						
Industrial process:	60528.00										
Other uses:	3524.00										
(viii) Submission of Self Compliance report online within stipulated time frame:	Yes										
(ix) Details of Water Audit Inspection (if applicable):	Yes										
Water Audit inspection	Yes	Water Audit inspection carried out as per NOC		Yes							
Name of agency by which water audit carried out	NATIONAL PRODUCTIVITY COUNCIL		Date of inspection	21/06/2024							
Water audit report attached	Yes	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Sr.No.</th> <th style="width: 70%;">File Name</th> <th style="width: 20%;">View File</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>WATER AUDIT REPORT.pdf</td> <td>View</td> </tr> </tbody> </table>		Sr.No.	File Name	View File	1	WATER AUDIT REPORT.pdf	View		
Sr.No.	File Name	View File									
1	WATER AUDIT REPORT.pdf	View									
(x) Impact assessment report/Comprehensive Hydro geological Report /Modeling report (if applicable):	No										
Requirement	-----Select----	Submitted as per NOC requirement		-----Select----							
Copy of IMPACT ASSESSMENT REPORT/modeling report/Hydrogeological report attached:	-----Select----	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Sr.No.</th> <th style="width: 70%;">File Name</th> <th style="width: 20%;">View File</th> </tr> </thead> <tbody> <tr> <td colspan="3" style="text-align: center;">No Records exist.</td> </tr> </tbody> </table>		Sr.No.	File Name	View File	No Records exist.				
Sr.No.	File Name	View File									
No Records exist.											
(xi) Any Violation of NOC conditions to be reported (If any):	No										
(xii) Any other compliances as per NOC condition (If any):	-----Select----										
(xiii) Extra Attachment	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Sr.No.</th> <th style="width: 70%;">File Name</th> <th style="width: 20%;">View File</th> </tr> </thead> <tbody> <tr> <td colspan="3" style="text-align: center;">No Records exist.</td> </tr> </tbody> </table>		Sr.No.	File Name	View File	No Records exist.			(xiiiiv)	Remarks	
Sr.No.	File Name	View File									
No Records exist.											





ANNEXURE-R-11**IN THE HIGH COURT OF GUJARAT AT AHMEDABAD****R/SPECIAL CIVIL APPLICATION NO. 13137 of 2025**

=====

ASHAPURA PERFOCLAY LIMITED

Versus

STATE OF GUJARAT & ORS.

=====

Appearance:

MR ARJUN M JOSHI(11247) for the Petitioner(s) No. 1

MR AS VAKIL(962) for the Petitioner(s) No. 1

GOVERNMENT PLEADER for the Respondent(s) No. 1,2,3

=====

CORAM:HONOURABLE MS. JUSTICE VAIBHAVI D. NANAVATI**Date : 16/09/2025****ORAL ORDER**

Heard Mr. A. S. Vakil, the learned advocate appearing with Mr. A. M. Joshi, the learned advocate appearing for the petitioner and Mr. J. K. Shah, the learned AGP appearing for the respondent – State.

Considered the submissions advanced by the learned advocates appearing for the respective parties.

I have also considered the documents produced on record by Mr. Vakil, the learned advocate appearing for the petitioner which are dated 16.9.2025, wherein the petitioner herein is asked to remove the encroachment on or before 17.9.2025. The petitioner herein asked the respondent authority for time till

20.9.2025 which is declined by whats-app communication.

Issue notice making it returnable on 22.9.2025.

In the interest of justice, no coercive steps be taken against the petitioner herein till 25.9.2025.

(VAIBHAVI D. NANAVATI,J)

K.K. SAIYED

Original copy of this order has been signed by the Hon'ble Judge.
Digitally signed by: SAIYED KAZIMALI(HC00169), PRINCIPAL PRIVATE SECRETARY, at High Court of Gujarat on 16/09/2025 17:59:41



Date: 12/03/2025

ANNEXURE-R-12

To,
Member Secretary,
Gujarat Pollution Control Board
Paryavaran Bhavan,
Sector 10-A,
Gandhinagar-382010

Kind Attention: Shri T.C. Patel (DEE)-Unit Head-Kutch.

Subject: Submission of compliance status of points observed during GPCB visit done on 27th February, 2025.

Respected Sir & Madam,

As mentioned, to above subject, we are here submitting the reply for the observation given by the Regional Officer visit on 27th February, 2025.

Sr. No.	OBSERVATION	RESPONSE
1.	During visit, gypsum was found stored in open area at Sr. no. 163 and near the connecting bridge provided on natural SWD. Take necessary corrective measures and store the same in environment sound manner.	<p>The gypsum is stored at Survey No. 163 for sun-drying, following conditions set by the Gujarat Pollution Control Board (GPCB). However, during the shifting of gypsum from the plant to Survey Nos. 163 and 164, some gypsum waste occasionally falls near the bridge. The area has been cleaned daily with a JCB. Annexure-2.</p> <p>We are facing challenges with gypsum handling due to the cement industry's lack of interest in utilizing our gypsum, which has led to stockpiling. To mitigate this, we have applied for permission for gypsum backfilling, as per the Environmental Clearance (EC) condition. Once the permission is granted, we plan to dispose of the gypsum currently stored at Survey Nos. 163 and 164 in a more environmentally sustainable manner.</p>



Registered & Corporate office: -

Jeevan Udyog Building, 3rd Floor, 278, D N Road, Fort, Mumbai - 400 001 (India)

Tel. : +91 22 6665 1700 / www.ashapura.com / Email: be@ashapura.com

CIN No. U14108MH1997PLC107300

2.	Provide fencing/boundary wall to your plant premises.	A boundary wall has already been constructed around the majority of the plant area. However, some sections of the boundary wall have been damaged over time due to wear and tear. We are actively working on repairing these damaged sections to ensure the boundary wall is intact and provides full protection around the plant premises.
3.	During visit, dust deposition is found on the crops of corn farm and castor farm of the complainant. Also dusting/fugitive emission are found in plant area and internal road. Take corrective/preventive measures in this regard in the plant area. Also improve housekeeping and carry out water sprinkling on internal roads to avoid fugitive emission from the unit.	<p>The company is committed to addressing the concerns regarding fugitive emissions within the plant area. To minimize dusting and improve air quality, the following corrective and preventive measures are being implemented:</p> <ul style="list-style-type: none"> • Upgrading Dedusting Systems: <ul style="list-style-type: none"> ○ The company is planning to enhance the existing dedusting systems by installing additional bag filters throughout the plant area. This will significantly reduce the dust emissions and improve air quality. • Control of Dusting: <ul style="list-style-type: none"> ○ Closed-Loop Material Transfer: All material transfers are now carried out in a closed-loop system to prevent dust from escaping into the environment. ○ Covered Conveyor Belts: Conveyor belts used for material handling are now covered with protective canopies, which helps reduce dust emissions. ○ Tarpaulin-Covered Trucks: Raw materials and products are transported using trucks that are covered with tarpaulins, preventing dust from being released during transit. ○ Installation of a Bag Filter with Dryer: A bag filter system with an integrated dryer has been installed in key areas to further

		<p>reduce fugitive emissions from the plant.</p> <ul style="list-style-type: none"> • Improved Housekeeping and Water Sprinkling: <ul style="list-style-type: none"> ○ Water sprinkling on internal roads is carried out regularly to suppress dust and reduce fugitive emissions. ○ Housekeeping practices within the plant area are also being improved, ensuring that the surroundings are kept clean and free from dust accumulation. <p>Annexure-3.</p>
4.	Develop greenbelt in the periphery of the plant premises.	In the last three months, we have successfully planted 1,500 plants within the plant premises. Additionally, we are continuously working on planting in the periphery areas as well as throughout the plant premises. We are committed to further expanding the greenbelt to enhance the environmental quality around the plant. Annexure-4.
5.	Remove stack with Pulverizer 1 & 2, Classifier, Dryer-2 as mentioned in the CCA.	Pulverizer 1 & 2, Classifier, and Dryer-2 systems have already been dismantled, and their stacks have been removed. Annexure-5.
6.	During Visit, a new HAG with dryer is found installed. Clarify regarding its CTE/CCA.	The new dryer is for trial purposes to replace the existing dryer. The trials are ongoing, and necessary permissions will be sought if the trials are successful.
7.	Provide nomenclature to each stack provided and its APCM as per CCA.	The nomenclature for each stack has already been provided, and photos have been attached for reference. Annexure-6.
8.	Submit the details of Production, Water consumption, Wastewater generation, fuel consumption, HW generation and disposal for the last 3 months with supporting documents.	Details of Production, Consumption of raw material, and fuel, water as well as Hazardous waste generation/disposal of last three months are attached as Annexure-1.

9.	Comply with the EC/CTE/CCA conditions.	We acknowledge the importance of complying with all the conditions outlined in the Environmental Clearance (EC), Consent to Establish (CTE), and Consent to Operate (CCA). We are committed to adhering to all the prescribed conditions and have already taken several steps to ensure compliance. We are continuously monitoring our operations to ensure full compliance and will promptly address any issues that may arise.
----	--	--

Thanking You,
Yours Truly



For Ashapura Perfoclay Limited
Village Ler | Bhuj (Kutch) -370001

CC: GPCB RO Kutch-West

- **Production, Raw Material, Fuel and Water Consumption:**

Month	Production (MT)	Raw Materials		Fuel Consumption		Water Consumption (KL)
		Bentonite (MT)	Sulphuric Acid (MT)	Coal (MT)	HSD (Liters)	
Nov.24	7324	7910	3882	961	68255	19412
Dec.24	7791	8414	4129	1076	87294	19564
Jan.25	7648	8260	4053	1025	86585	19227

- **Gypsum & Spent Acid Details:**

Month	Spent Acid (MT)	Gypsum Generation (MT)
Nov.24	0	3590
Dec.24	0	3787
Jan.25	0	3614

- **Gypsum Dispatch Details:**

Month	Ultratech (MT)	JK Cement (MT)	Mata na Madh Mines (MT)	Pundi Mines (MT)	Total Dispatch (MT)
Nov.24	750	438	1778	568	3534
Dec.24	816	390	1820	674	3700
Jan.25	792	433	1796	594	3615

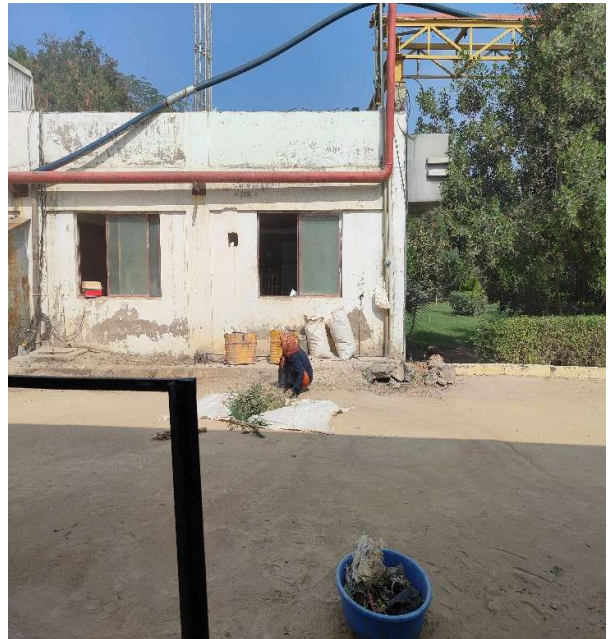
- **Gypsum Stock: @15590 MT**

Gypsum Cleaning near Bridge

After Cleaning



Housekeeping Photographs



443
Greenbelt Development



Stack Removed

Before



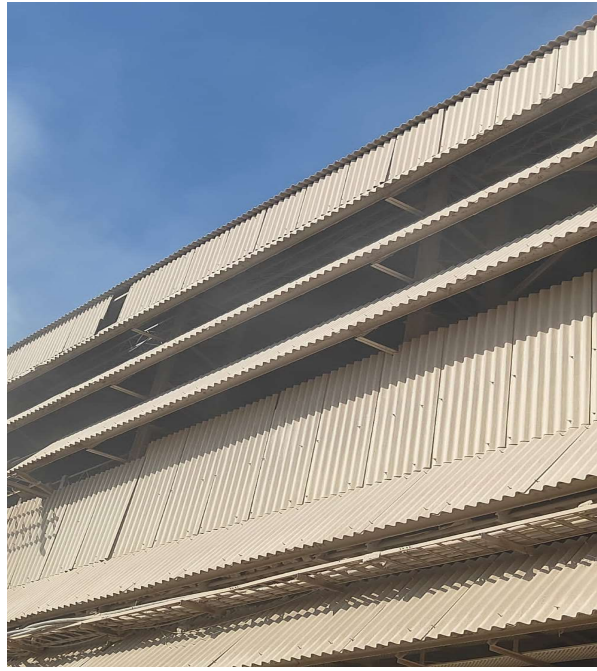
After



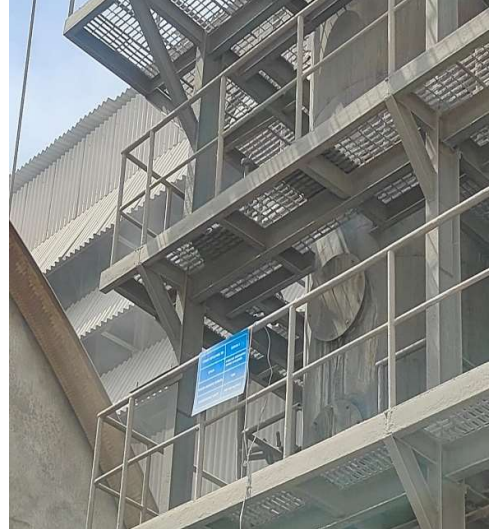
Before

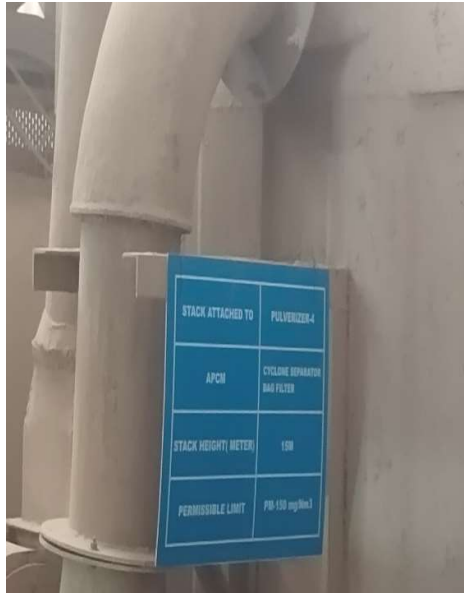


After



Photographs of Nomenclature of Stack







Gujarat Pollution Control Board

Regional Office – Kutch(West)

Katira Complex – 1, Mangalam Char Rasta, Sanskar Nagar,
Bhuj - Kutch – 370001. Phone:(02832) 250620;
E-mail: ro-gpcb-kutw@gujarat.gov.in;

SHOW CAUSE NOTICE

WHEREAS, the officials of Gujarat Pollution Control Board conducted inspection on 25/07/2024 with respect to CTE-Amendment application and complaints under the Water Act, 1974, the Air Act, 1981 and the Hazardous waste rules, 2016 to ascertain the conditions specified in consent order.

AND WHEREAS, you have obtained Environmental Clearance from SEIAA vide letter no: SEIAA/GUJ/EC/2(b)/497/2016 dated: 30/07/2016 and has obtain CCA no: AWH-126060 valid up to 24/06/2028 for manufacturing of Bleaching Earth: 12000 MT/Month.

AND WHEREAS, during inspection following non-compliances are observed.

1. 15-20 bentonite waste jumbo bags were observed in the nala
2. Gypsum waste is observed on both the sides of the bridge.
3. You are not complying with SCN issued dated: 02/12/2023.
4. Earlier disposed gypsum waste at road to village ler was observed and at near ler dam.

NOW THEREFORE, in exercise of the powers vested with this Board, notice is hereby served on you, to show cause within 07 days from the date of receipt of this notice in view of the non-compliance observed above and why legal action should not be initiated as per the provisions of the Acts which may include suspension/closure of your facility.

For and On Behalf of Gujarat
Pollution Control Board,

N.P. Chaudhari
Regional Officer

NO. GPCB/RO/Kutch-West/SCN/ID:17774/612

Date: 10 SEP 2024

Issued to:

M/s. Ashapura Perfoclay Ltd,
Survey no: 163,164 & 167,
Village: Ler,
Taluka: Bhuj, Dist: Kutch

Copy to:

Unit Head, Kutch (West)

GPCB, Head Office-Gandhinagar..... For information please.

Outward No. 821051-119/2024

Date: 13/9/2024

To,
Member Secretary
Gujarat Pollution Control Board
Paryavaran Bhavan,
Sector 10-A, Gandhinagar-382010

Kind Attention: Shri T.C. Patel (DEE)-Unit Head-Kutch.

Subject: Submission of compliance Regarding Show Cause notice dated 10/09/2024.

Reference: Show Cause Notice outward no. 821451 dated 10/09/2024.

Respected Sir,

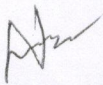
As mentioned to above subject, we are here submitting the reply for the Show Cause Notice dated 10/09/2024.

Sr. No.	Point Raised	Reply
1.	Gypsum waste was observed on both the sides of the bridge	During shifting of Gypsum from plant premises to survey no.163 & 164, sometimes gypsum waste fall down near on both sides of the bridge. We are daily cleaning that road through JCB and at present we have cleaned that area and in future we will take care that there is no gypsum fall down near this area.
2.	15-20 bentonite jumbo bags were observed in the nala.	Due to heavy rain and wind some of the jumbo bags fell down with the flow of water from the jumbo bags that we kept on top and the next day we came to our attention and we have picked up from there and cleaned the area. In future we will take care that there is no any material fall in that area. Photos attached for your reference. Annexure I.
3.	You are not complying with SCN issued dated: 02/12/2023.	We have complied the conditions mentioned in SCN dated 02/12/2023. Kindly refer Annexure-II



4.	<p>Earlier disposed gypsum waste at road to village ler was observed and at near ler dam.</p>	<p>Complainer has made complain, but actually we have not disposed any kind of gypsum waste outside company premises.</p> <p>As you are well aware that, whatever old waste was found by committee constituted by Hon'ble NGT, gypsum waste has been lifted and remediation has been completed scientifically. All such sites have been visited by GPCB and Committee regularly remediation. Complete action taken report also submitted by committee to Hon'ble NGT in matter OA No 669 of 2018 and same has been disposed of vide order dated 29-01-2021.</p> <p>Complainer may have some other motto. We strongly denied that waste is not from our site and side.</p>
----	---	---

Thanking You,
Yours Truly




For Ashapura Perfoclay Limited
Village Ler | Bhuj (Kutch) -370001



SCN dated 02/12/2023 Reply

Sr. No.	Point Raised	Reply
1.	Fugitive emissions was observed from premises	We are committed to control Fugitive emission in plant premises, so we are continuously upgrading our air pollution control measures in plant. We have already installed and commissioned 3 nos. of Bag filter in order to reduce and control dusting. Also continuously we are spraying water in our roads, maintaining all conveyors in closed loop, operating all APCM installed of stacks to control Air emission.
2.	Natural water drain called “Paiyaa Vadu Nalu” is joining the premises to the Survey No. 163 & 164. Gypsum waste and other non-hazardous waste observed in near by the nala.	During shifting of Gypsum from plant premises to survey no. 163 and 164 gypsum was fall down near Paiyaa vadu Nalu and we are regularly cleaning that road through JCB and at present we cleaned that area. Photographs are attached as Annexure-1
3.	Gypsum was observed laid at survey no. 205.	Our gypsum waste stored only on Survey no. 163 and 164, there is no any gypsum waste observed on survey no. 205. Photographs of Survey no. 205 is attached as Annexure-2 .
4.	During visit samples were collected from nearby farms of Nareshbhai Pindoriya & Gulabsingh Rathor, as per Analysis Report. TDS-4582 mg/l & 7854 mg/l, respectively and Chloride -1900 mg/l & 3200 mg/l respectively, which are higher than the prescribed norms.	This is as per the ground water quality pattern of the region.

Gypsum observed near Paiya valu nalu

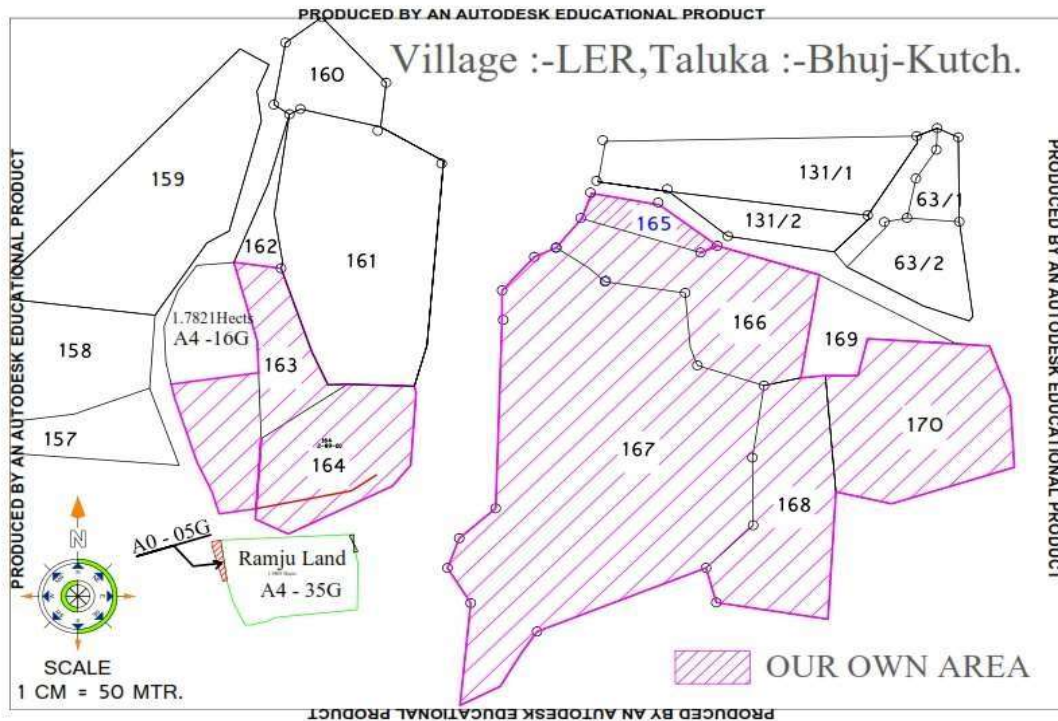
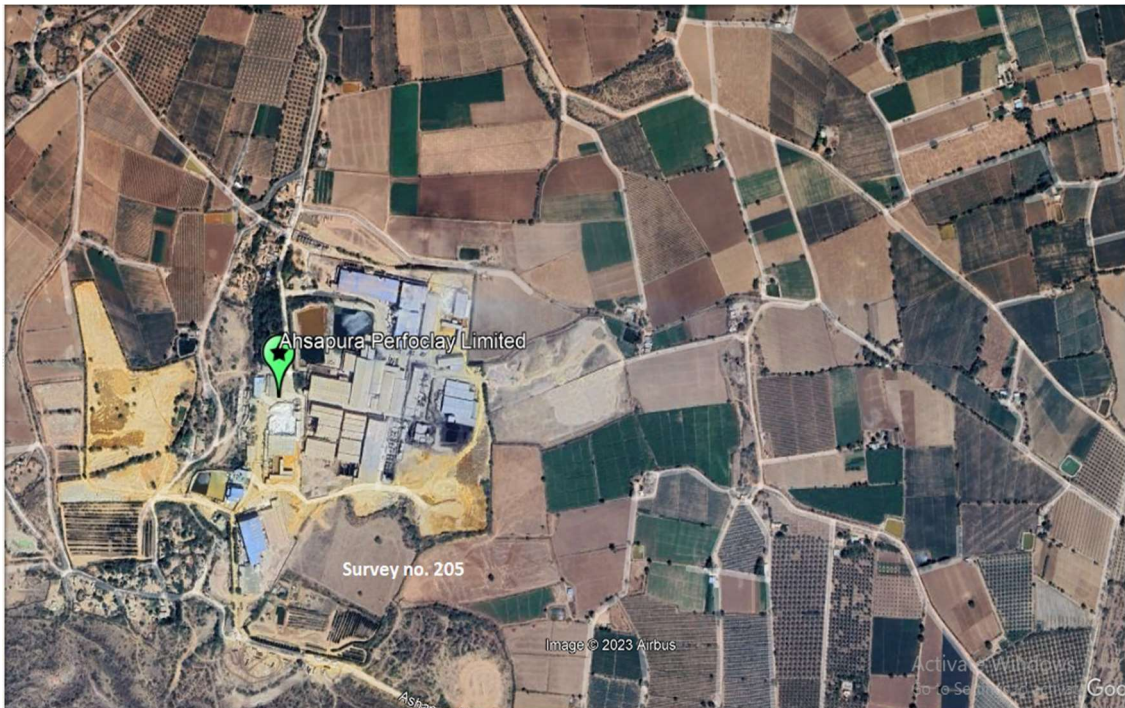
Before Cleaning



After Cleaning



Gypsum Waste is dumped at survey no. 163 & 164 only. No gypsum observed at Survey No. 205. Photographs of survey no. 205 is attached below.



Photographs at Survey No. 205



Environment Audit Report 2023-24 Of M/s. Ashapura Perfoclay Ltd. (PCB ID: 17774)

Adequacy Certificate of Environmental Management System

M/s. Mitra S. K. Pvt Ltd. located at Office No, 303, 2nd floor, Plot No.- 95, Sundar Park, Sector-08, Gandhidham, Kutch, Gujarat 370201. is recognized by the GPCB, Gandhinagar under the Environmental Audit Scheme Introduced by the Honorable High Court Gujarat, vide its orders dated 20/12/1996 and 13/03/1997, modified order dated 16/09/1999, modified order dated 22/04/2010 and modified order dated 23/01/2015, as an environmental auditor for the purpose of the auditing, having carried out audit of, Environment audit of,

- a) M/s. Ashapura Perfoclay Ltd. (ID : 17774)
- b) Survey No. 167, Vill. Ler, Nr. Bhujodi, Anjar Bhuj Highway, Tal. Bhuj, Dist. Kutch-370 020.
- c) Manufacturing products as under :

SR. NO	PRODUCTS	CAPACITY	ACTUAL PRODUCTION
1.	Bleaching Clay	12,000 MT/Month	7,594.92 MT/Month

Having completed the environmental audit period on personal monitoring, and audit report, prepared as per the direction of the Honorable High Court in Environmental Audit Scheme, it is certified that the Environmental Management System (EMS) provided by this industry for the products manufactured and capacity as stated above is adequate and efficient to achieve the quality of effluents (Air + Waste Water + Solid Waste) as specified in consent/Notifications by GPCB, Gandhinagar for the following quantity of waste generation:

a) Liquid Effluent

LIQUID EFFLUENT	GENERATION AS PER CCA	ACTUAL QUANTITY
Domestic	10 KL/Day	5.9 KL/Day
Industrial	995 KL/Day	638.6 KL/Day

b) Solid Waste

NAME OF SOLID / HAZARDOUS WASTE	GENERATION AS PER CCA	ACTUAL QUANTITY
ETP Sludge	700 MT	20 MT
Sludge from Wet Scrubber	Nil	Nil
Used Oil	1 MT	0.200 MT
Spent Acid	66000 MT	9836.44 MT
Evaporation Residue	Nil	Nil

c) Air emission

Air Emissions (Flue gas Stacks as well as process stacks)	:	Adequate/Not Adequate Efficacious/Not Efficacious
--	---	--

This certificate is valid for the audit period 2023-2024 only. However, it is subject to automatic cancellation in case of any change in product profile/ capacity, quality and quantity of effluent emission (Air + Waste Water + Solid/Hazardous) and efficiency of EMS equipment.

This Certificate forms part of environmental audit report.

Name & Address of the Environmental Auditor

M/s. Mitra S. K. Pvt. Ltd.

Located at Office No. 303, 2nd floor, Plot No.-95,

Sundar Park, Sector-08, Gandhidham, Kutch, Gujarat - 370201.



Date: 22.06.2024.

Place: Gandhidham

Signature of Environmental Auditor

Environmental Audit Report (2024-25)
M/s. Ashapura Perfoclay Ltd. (PCB ID: 17774)

ADEQUACY CERTIFICATE OF ENVIRONMENTAL MANAGEMENT SYSTEM

For the Period of April - 2024 to March - 2025

M/s. **Envirochem Consultancy Services**, is recognized by the GPCB Gandhinagar under the Environmental Audit Scheme introduced by the Hon'ble High Court of Gujarat vide its order Dt. 20/12/1996 and 13/03/1997 and modified order dated 16/09/1999, as an environmental auditor for the purpose of the auditing, having carried out Environmental Audit of,

Name of Company:	M/s. Ashapura Perfoclay Ltd. (PCB ID: 17774)		
Located At (Address):	Survey No. 167, Vill: Ler, Nr. Bhujodi, Tal: Bhuj, Dist: Kutch-370 020.		
Manufacturing Products as per Consent:	Product Name	Capacity	Actual Average Per Month
	Bleaching Clay	12,000.00 MT/Month	7509.00 MT/Month

Having completed the environmental audit period on Personal monitoring, the audit report, prepared as per the direction of the Hon'ble High Court in Environmental Audit Scheme, it is certified that the Environmental Management system (EMS) provided by the industry for the products manufactured and capacity as stated above is adequate and efficient to achieve the quality of effluents (Air + Waste Water + Solid Waste) as specified in consent / Notifications by GPCB Gandhinagar for the following quantity of waste Generation:

As per the direction of the Hon. High Court in Environmental Audit Scheme and based on personal monitoring (collection of samples and analysis etc.), we certify that the Environmental Management System provided by this Industry for the products and installed capacity as stated above is adequate and efficacious to achieve the quality of effluents (Air + Waste Water + Solid Waste) as specified / required consent / notification GPCB, Gandhinagar for the following quantity of the effluents:

Environmental Audit Report (2024-25)
M/s. Ashapura Perfoclay Ltd. (PCB ID: 17774)

Description	As per consent condition	Actual Generation
Liquid Effluent		
Industrial Effluent	545.00 KL/Day	465.66 KL/Day
Domestic Waste Water	8.00 KL/Day	5.50 KL/Day
Solid/Hazardous Waste		
ETP Sludge (I-35.3)	700 MT/Year	54.70 MT/Year
Sludge From Wet Scrubber (I-37.1)	Nil	Nil
Used/Spent Oil (I-5.1)	1 MT/Year	0.96 MT/Year
Spent Acid (B15-II)	66000 MT/Year	7616.12 MT/Year
Evaporation Residue (I-37.3)	Nil	Nil
Air Emission (Flue gas stacks as well as process stack)	Adequate and Efficacious	

This certificate is valid for the audit report only. However, it is subject to automatic cancellation in case of any change in product profile/capacity, quality and quantity of effluent emission (Air + Waste Water + Solid/Hazardous) and efficiency of EMS equipment. This Certificate forms part of environmental audit report.

Date: 18/06/2025

Place: Rajkot.

Signature of **ENVIRONMENTAL AUDITOR**



[Handwritten Signature]

ENVIROCHEM CONSULTANCY SERVICES,
Office No. 201, Radhika, Radhakrushna Nagar - 1,
Opp. Vivek & Lathiya Motors, B/h, Umiya Mobile,
Gondal Road, Rajkot - 360 004.



ANNEXURE-R-15

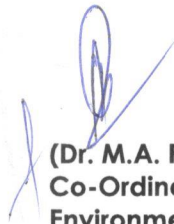
Finally, our team has few recommendation:

- Industry shall enhance their efforts in increasing awareness for its employees through appropriate training program for sustainable environment development, safety, and hygiene.
- It is necessary to make industrial operations sustainable with minimum impact on environment. This need to be conveyed and well understood by all employees, as this is everyone's responsibility.
- Industry shall optimize the use is lime by upgradation of neutralization method in long term plan.
- Industry shall prepare an action plan to prevent any such leakages, spillages and contamination in plant or around the factory.

Finally, in view of all above investigations and observations the University hereby strongly conclude that, **the soil samples collected from Mata na madh & Pundi mines has not been contaminated or altered due to backfilling of gypsum & the gypsum generated at APL is Non-hazardous in nature.** However, as a preventive action plan a periodic assessment (every 3-5 years) can be scheduled for monitory purpose.



(Dr. A. P. Deshmukh)
Chemical Engineer
Environmental Consultancy Cell
Date: 23/06/2025



(Dr. M.A. Patel)
Co-Ordinator
Environmental Consultancy Cell



(Dr. H. M. Desai)
Vice Chancellor





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Reg.office : Ashapura Perfoclay Ltd

Jeevan Udyog Building, 3rd Floor, 278, D. N. Road, Fort Mumbai 400001
CIN No. U14108MH1997PLC107300

ANNEXURE-R-16-Colly

SERVICE ORDER

Contract/Order : 4600113349 Revision : --

Date : 04.05.2023 Revision Date: --

Vendor Name and Address : 6200006439 : JAY LERDADA LOADERS AT LER, POST - KUKMA, BHUIJ 370001 Gujarat-India Tel. : 8758126646 GSTIN No. 24BCBPJ9891G1ZD PAN No. BCBPJ9891G	Billing Address : Ashapura Perfoclay Ltd PP01 : BLEACHING CLAY Survey No.167,Off.Anjar-Bhuj Highway Ler, Nr.Bhujodi,370105 Gujarat,India GSTIN No. 24AAACA9472H1ZO PAN No. AAACA9472H	Contract Details : RFQ no: Date: Rate Contract Ref: PO Start Date: PO End Date:
--	--	--

Currency : INR Incoterms : ,

Payment Terms : Pay immediately w/o deduction Shipping Type :

#	Item Code	HSN Code/ SAC Code	Material Description	Quantity	UOM	Rate/UOM INR	Material Cost	Tax Type	Tax %	Tax Value
010		998717	Road Repairing & Maintenance work (AMC)	1.000	LE			CGS T	9.0 %	45000.00
	Road Repairing <(>&<)> Maintanace work			BASIC PRICE		500,000.00	500,000.00	SGS T	9.0 %	45000.00
	#From LER Village to APL gate No.2 through JCB, Loader,Tractor and Del.Date:04-MAY-23							IGST		
Sub Total							500,000.00	Total Tax		90,000.00
	dumper with diesel and labour.							CGS T		45,000.00
	Terms <(>&<)> Condition:							SGS T		45,000.00
	1. Payment to be made in 3 phases							IGST		0.00
Gross Total							500,000.00	Total Tax		90,000.00
PO Total										590,000.00

Amount in Words : FIVE LAKH NINETY THOUSAND Rupees

Important Notes:

- 1.Kindly acknowledge the receipt of this purchase order.
- 2.All annexures enclosed are forming part of the PO / WO.
- 3.PO/WO reference shall be mentioned on invoices and all documents.
- 4.All the Terms and Conditions are as per Appendix - I attached.
- 5.All the invoices shall carry tax registration details else taxes will not be reimbursed.
- 6.Documents supporting the delivery of material / services shall accompany all the invoices.
- 7.Please refer overleaf for general terms and conditions governing this sale.



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Reg.office : Ashapura Perfoclay Ltd

Jeevan Udyog Building, 3rd Floor, 278, D. N. Road, Fort Mumbai 400001
CIN No. U14108MH1997PLC107300

SERVICE ORDER

Contract/Order : 4600113349

Revision : --

Date : 04.05.2023

Revision Date: --

Alert:

If any loss of input tax credit of GST arises due to non adherence to GST rules and regulations with regards to payment of TAX and or uploading of returns on the GST NETWORK within prescribed time limits by the supplier then such loss of credit would be payable by the supplier and the company reserves right to recover such losses from the outstanding payable from the account of the supplier.

Computer Generated order, does not require signature

For Ashapura Perfoclay Ltd

Accepted For JAY LERDADA LOADERS

**Chetan Mehra
Authorised Signatory**

Authorised Signatory

E & O.E.

Please return the accepted PO / WO within 7(Seven) days. Non-Receipt of acceptance / comments will mean that the PO / WO along with the all terms and conditions would be deemed to have been accepted.

Terms of Delivery :

Terms & Conditions:

1. Acceptance of Order:

1.1 Buyer shall not be bound by this order until Service Provider executes and returns to Buyer the acknowledgment copy of this order. Service Provider shall be bound by this order and its terms and conditions when it executes and returns the acknowledgment copy, when it otherwise indicates its acceptance of this order or when it renders for Buyer any of the services ordered herein.

1.2 This order expressly limits acceptance to the terms and conditions stated herein, and any additional or different terms or conditions proposed by Service Provider are rejected unless expressly assented to in writing by Buyer. No contract shall exist except as hereinabove provided, unless otherwise mutually agreed by the parties hereto in writing.

2. Amendments:

2.1 The parties agree that this order, including the terms and conditions on the face and reverse side hereof, together with any documents attached hereto or incorporated herein by reference, contains the complete and final contract between Buyer and Service Provider; that no agreement or understanding to modify this order shall be binding upon Buyer unless in writing by Buyer's authorized representative.

3. Changes:

3.1 Buyer reserves the right at any time to make written changes in any one or more of the following: (a) place of delivery; (b) time or frequency of delivery; (c) manner of delivery.

3.2.. Any claim by Service Provider for adjustment under this Article must be approved by Buyer in writing before Service Provider proceeds with such change.

4. Delivery:

4.1 Time is of the essence in the performance of this order, and if the rendering of services is not completed at the times specified, Buyer reserves the right, without liability, and in addition to its other rights and remedies, to take either or both of the following actions: (a) terminate this order by notice effective when received by the Service Provider as to services not yet rendered and to purchase substitute services elsewhere and charge Service Provider with any loss incurred.

5. Prices and payment terms:

5.1 The prices accepted by Buyer and confirmed in the Purchase Order are fixed for the duration of the Purchase Order and may not be modified without the written agreement of the Buyer and Service Provider. Price increases shall not be binding on Buyer unless evidenced by a purchase order change notice or revision issued and confirmed by Buyer's authorized representative.

5.2 Invoices shall be issued by the Service Provider on a weekly or monthly basis, as required by Buyer. Payment for Services rendered by the Service Provider shall be made by Buyer within thirty (30) days after the date of receipt of a corresponding correct invoice from the supplier or as per agreed payment terms and conditions..

6. Employer's Obligations:

6.1 As an independent company, Service Provider agrees that it has and will have sole responsibility for the health, safety, and welfare of its employees, subcontractors, and agents providing the Services. At all times while performing any obligations at a Buyer's location, Service Provider, its employees, subcontractors and agents will also comply with all applicable Buyer's safety, security and environmental procedures, policies, and guidelines.



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Reg.office : Ashapura Perfoclay Ltd

Jeevan Udyog Building, 3rd Floor, 278, D. N. Road, Fort Mumbai 400001
CIN No. U14108MH1997PLC107300

SERVICE ORDER

Contract/Order : 4600113349

Revision : --

Date : 04.05.2023

Revision Date: --

6.2 the Supplier will provide the Services and perform any other obligations in strict compliance with all applicable laws. The buyer will not be responsible for monitoring Service Provider's compliance with any applicable laws.

6.3 the Supplier will comply with all equal employment opportunity and non-discrimination requirements.

6.4 Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of the Services, or any of Service Provider's other obligations, Service Provider will immediately give written notice to Buyer and take all reasonable steps to prevent or resolve the dispute.

6.5 Service Provider will not subcontract any of the Services to other persons or entities without the prior written approval of Buyer. The buyer reserves the right to interview such subcontractors prior to performing any work. All obligations imposed upon Service Provider will be similarly imposed by Service Provider upon any authorized subcontractors. Service Provider's execution of any subcontracts, including subcontracts approved by Buyer, will not relieve, waive or diminish any obligation Service Provider may have to Buyer. Fees for subcontracted Services will be included in the fees and costs billed by the Service Provider.

7. Service Provider's Warranties:

7.1 Service Provider warrants that all services performed for or on behalf of Buyer will be performed in a competent, workmanlike manner and shall be free from faults and defects. Said warranties shall be in addition to any warranties of additional scope given by Service Provider to Buyer. None of said warranties and no other implied or express warranties shall be deemed is claimed or excluded unless evidenced by a purchase order change notice or revision issued and signed by Buyer's authorized representative.

8. Relationship:

8.1 The relationship of Buyer and service Provider is that of independent parties, and neither party is an employee, agent, partner or joint venture of the other. Service Provider shall be solely responsible and liable for any employment-related taxes, insurance premiums or other Employment benefits respecting Service Provider's activity. Buyer shall not be responsible for the payment of any duties or taxes imposed on the income or profits of the Service Provider.

8.2 Nothing in this order shall be construed to preclude Buyer from independently developing, or acquiring from other third parties, any service identical or similar to the Services contemplate herein.

9. Property of Buyer:

9.1 Unless otherwise provided in this order or agreed to in writing, property of every description, including but not limited to, all tooling, tools, equipment and material furnished or made available to Service Provider, title to which is in Buyer, and any replacement thereof shall be and remain the property of Buyer. Such property other than material shall not be modified without the written consent of Buyer. Such property shall be plainly marked or otherwise adequately identified by the Service Provider as being owned by Buyer and shall be safely stored separately and apart from Service Provider's property.

9.2 Service Provider shall not use such property except for the performance of work hereunder or as authorized in writing by Buyer. Such property while in Service Provider's possession or control shall be listed in writing and kept in good condition, shall be held at Service Provider's risk, and shall be kept insured by Service Provider, at its expense, in an amount equal to the replacement cost with loss payable to Buyer. To the extent such property is not material consumed in the performance of this order, it shall be subject to inspection and removal by Buyer and Buyer shall have the right of entry for such purposes without any additional liability whatsoever to the Service Provider. As and when directed by Buyer, Service Provider shall disclose the location of such property, prepare it for shipment and ship it to the Buyer in as good condition as originally received by Service Provider, reasonable wear and tear excepted.

10. Special Tooling:

10.1 The term "special tooling" as used in this Article shall be deemed to include all jigs, dies, fixtures, molds, patterns, special cutting tools, special gauges, special test equipment, other special equipment and manufacturing aids, and drawings and any replacements of the foregoing, acquired or manufactured or used in the performance of this order, which are of such a specialized nature that, without substantial modification or alteration, their use is limited to the performance of the services of the type required by this order. The term does not include (a) items of tooling or equipment heretofore acquired by Service Provider, or replacement thereof, whether or not altered or adapted for use in the performance of this order, (b) consumable small tools, (c) general or special machine tools or similar capital items, or (d) tooling, title to which is in Buyer.

10.2 Service Provider agrees that special tooling shall be retained and not used or reworked except for the performance of work hereunder or as authorized in writing by Buyer. While in Service Provider's possession or control, Service Provider warrants that it will keep the special tooling in good condition fully covered by insurance, and will replace it when lost, destroyed, or necessary for performance of work hereunder.

10.3 Upon cessation or termination of the work under this order for which the special tooling is required, Service Provider shall furnish Buyer a list of the services for the manufacture or performance of which such special tooling was used or designed and shall transfer title to and Possession of the special tooling to Buyer for an amount equal to the unamortized cost thereof, or dispose thereof as Buyer may direct in writing. In addition, Buyer shall have the right to take possession of, including the right of entry for such purpose, any special tooling, title to which Buyer acquires hereunder, without any additional liability whatsoever to the Service Provider.

11. Confidentiality, Inventions:

11.1 All information furnished or made available by Buyer to Service Provider or to Service Provider's employees or subcontractors in connection with the services covered by this order shall be treated as confidential and shall not be disclosed by Service Provider, its employees and subcontractors to any third party either in whole or in part, without Buyer's prior written consent. Service Provider agrees not to assert any claim against Buyer with respect to any information which Service Provider shall have disclosed or may hereafter disclose to Buyer in connection with the services covered by this order.

11.2 Service Provider agrees that all designs, drawings, processes, compositions of material, specifications, software, mask works or other technical information made or furnished by the Service Provider in connection with the services covered by this order, including all rights thereto, shall be the sole and exclusive property of Buyer, free from any restriction, and Service Provider shall protect same against unauthorized disclosure to or use by any third party. Service Provider agrees that, as to all inventions and improvements in such designs, drawings, processes, compositions of material, specifications, software, mask works or other technical information made or furnished by the Service Provider in connection with the services covered by this order.

11.3 Service Provider will promptly identify and disclose such inventions or improvements to Buyer and execute or obtain the execution of any papers as may be necessary to perfect ownership of the inventions or improvements in Buyer or as may be necessary in the obtainment, Maintenance, or enforcement by Buyer of any patent, trademark, copyright, trade secret, mask work right or other proprietary right pertaining to the inventions or improvements.

11.4 The confidentiality provisions and the obligations of this paragraph shall survive termination or completion of this order.



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Reg.office : Ashapura Perfoclay Ltd

Jeevan Udyog Building, 3rd Floor, 278, D. N. Road, Fort Mumbai 400001
CIN No. U14108MH1997PLC107300

SERVICE ORDER

Contract/Order : 4600113349

Revision : --

Date : 04.05.2023

Revision Date: --

12. Intellectual Property Indemnification:

12.1 Service Provider agrees (a) to defend, indemnify and hold harmless Buyer, its successors and customers against all claims, demands, losses, suits, damages, liability and expenses (including reasonable attorneys' fees) arising out of any suit, claim or action for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, copyright, mask work or other proprietary right by reason of the services covered by this order, including infringement arising out of compliance with specifications furnished by Buyer, or for actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from Service Provider's actions, (b) to waive any claim against Buyer under the Uniform Commercial Code as adopted by the State of Ohio, U.S.A. or otherwise, including any hold harmless or similar claim, in any way related to a claim asserted against Service Provider or Buyer for patent, trademark, copyright or mask work right infringement or the like, including claims arising out of compliance with specifications furnished by Buyer.

12.2 Service Provider assigns to Buyer all right, title and interest in and to all trademarks, copyrights, and mask work rights in any material created for Buyer in connection with this order. The obligations of this paragraph shall survive termination or completion of this order.

13. Indemnification:

13.1 Service Provider further agrees to indemnify and save Buyer harmless from any and all losses, liabilities, damages, claims, demands, suits, actions, proceedings, subrogations and expenses, including court costs and reasonable attorneys' fees, related in any way to this order, or the services performed under this order, which are claimed or made by any person, firm, association or corporation, including employees, workers, servants or agents of Service Provider and his subcontractors arising from any cause or for any reason whatsoever.

13.2 Service Provider further agrees, upon receipt of notification, to promptly assume full responsibility for the defense of any and all such suits, actions, or proceedings which may be brought against Service Provider or against Buyer. In the event Buyer's machinery or equipment is used by Service Provider in the performance of any work that might be required under this order, such machinery or equipment shall be considered as being under the sole custody and control of Service Provider during the period of such use by the Service Provider.

13.3 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES ARISING FROM ANY CLAIM OR ACTION HEREUNDER, BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY.

14. Insurance:

14.1 Service Provider agrees to indemnify and protect Buyer against all liability, claims or demands for injuries or damages to any person or property growing out of the performance of this order.

14.2 Service Provider further agrees to furnish evidence of insurance showing that Service Provider has and will maintain adequate insurance coverage during the life of this order in the opinion of Buyer, including but not limited to comprehensive general liability insurance. Such evidence of insurance must set forth the name of the insurer, policy number, expiration date, and limits of liability. Compliance by Service Provider with insurance requirements does not in any way affect Service Provider's indemnification of Buyer under Article 13 above.

15. Order Cancellation:

15.1 Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Service Provider fails to make reasonable progress towards completion of the order at the times specified, if Service Provider does not make deliveries as specified in the delivery schedule, if Service Provider breaches any of the terms hereof including warranties of Service Provider, if Service Provider makes an arrangement, extension or assignment for the benefit of creditors, if Service Provider dissolves or otherwise ceases to exist or liquidates all or substantially all of its assets, if Service Provider becomes insolvent or if Service Provider generally does not pay its debts as they become due.

15.2 Upon direction of Buyer, Service Provider shall also protect and preserve property in its possession in which Buyer has an interest. The rights and remedies of Buyer set forth in this Article are in addition to, and not in lieu of, any other remedies which Buyer may have in law or equity or pursuant to other Articles of this order.

15.3 If, after cancellation pursuant to this Article, it is determined by a court of competent jurisdiction, or otherwise, that the Service Provider was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued pursuant to Article 16 hereof.

16. Termination:

16.1 Buyer may terminate performance of work under this order in whole or from time to time in part by written notice of termination, whereupon Service Provider will stop work on the date and to the extent specified in the notice and terminate all orders and subcontracts to the extent they relate to the terminated work.

16.2 Within 60 days after receipt of such notice of termination, Service Provider will submit all its claims resulting from such termination. The buyer will have the right to check such claims at any reasonable time or times by inspecting and auditing the records, facilities, work or materials of Service Provider relating to this order.

16.3 Buyer will pay the Service Provider without duplication, the order price for finished work accepted by Buyer, based on any audit Buyer may conduct and United States generally accepted accounting principles. The buyer will make no payments for finished work in excess of any order or release. Notwithstanding the above, payments made under this Article shall not exceed the aggregate price specified in this order less payments otherwise made or to be made. Payment made under this Article constitutes Buyer's only liability in the event this order is terminated hereunder.

16.4 Except as otherwise provided in this order, the provisions of this Article will not apply to any cancellation by Buyer for default by Service Provider or for any other cause allowed by law or under this order.

16.5 Except as otherwise provided in Article 15, the provisions of this Article will not apply to any cancellation by Buyer for default by the Service Provider.

16.6 In no event shall Service Provider be entitled to anticipatory profits or to, special or consequential damages under this order.

17. Compliance with Applicable Laws, Personal Data Processing:

17.1 Service Provider agrees that, in the performance of this order, it will comply with all applicable laws, statutes, rules, regulations or orders of the jurisdiction where the work performed under this order is carried out, as well as all applicable laws of the India

17.2 In providing the Services, Service Provider may have access to one or more Buyer's database, applications, reports, documents and/or other information in hard copy or electronic form that contain or process data



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relating to identified or identifiable individuals ("Personal Data"). Such individuals may include Buyer's employees, temporary workers, contractors, consultants, students, customers, end-users or other business partners. Service Provider acknowledges that Personal Data, in whichever form, is of a very sensitive nature, and hereby undertakes to treat Personal Data strictly confidential and to use them only within the limits authorized by the Buyer and the applicable law. If necessary and upon request of Buyer, Service Provider shall procure for its employees, agents or sub-contractor that they sign Buyer's standard forms regarding the protection of personal data.

17.3 The Parties consent to the processing of their respective personal data and commit to the process said personal data received from the other Party and/or its affiliates in order to perform under this order and comply with any legal, accounting and fiscal requirement, in line with the applicable personal data processing law, including the adoption of the required minimum security measures. In particular, each party agrees expressly that the other party communicates the received personal data to any service provider in- and outside the EU for accounting, financial, contract management purposes.

18. Waiver:

18.1 The failure of Buyer to insist, in any one or more instances upon the performance of any of the terms, covenants or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants or conditions or the future exercise of such right, but the obligation of the Service Provider with respect to such future performance shall continue in full force and effect.

19. Assignment:

19.1 None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Service Provider subcontract for completed or substantially completed material called for by this order without Buyer's prior written consent.

20. Remedies:

20.1 The remedies provided for herein shall be cumulative and in addition to any other or further remedies provided by law or equity. Buyer shall have the right to set off against any amounts payable by Buyer to Service Provider under this order or any other agreements between Buyer and Service Provider any amounts which Service Provider owes to Buyer under this order or otherwise.

20.2 In the event of any disputes arising under this order, Buyer and Service Provider shall proceed diligently with the performance required hereunder pending resolution of any such dispute. If any portion of this order is invalid or unenforceable, the remaining portions of this order shall remain valid and enforceable.

21. Dispute Resolution:

21.1 In the event of a dispute between the parties arising out of or related to this order which solely concerns monetary damages or money due, the parties agree that a meeting shall be held promptly attended by representatives of each party having decision-making authority regarding the dispute to attempt in good faith to negotiate a resolution of the dispute.

21.2 If the parties do not succeed in negotiating a resolution of the dispute, the parties shall use their best efforts to select an alternative dispute resolution procedure ("ADR"), such as a "mini trial" or mediation, to resolve the dispute. If the parties are unable to agree upon a form of ADR within an additional fifteen (15) days, then either party may pursue other available remedies upon written notice to the other party.

21.3 If the parties are able to agree upon a form of ADR, they shall pursue its implementation in good faith and in a timely manner. In the event the ADR does not result in a resolution of the dispute, then either party may pursue other available remedies upon written notice to the other Party.

21.4 All disputes hereunder shall be resolved in the English language. Notwithstanding anything to the contrary herein, any dispute arising hereunder that is not subject to or resolved using an ADR procedure, shall be finally resolved by the Courts in Bhavnagar or Bhuj, India, and such Courts shall have exclusive jurisdiction and venue for resolution of all such disputes, and the parties do hereby irrevocably submit to such jurisdiction and venue, waiving any objection to the contrary hereafter.

22. Governing Law:

22.1 This agreement shall be governed, interpreted and construed by, and in accordance with, the laws of the union of India, without regard to the conflict of laws provisions thereof.

23. Prevailing Language:

This agreement shall be governed, interpreted and construed in the English language hereof, regardless of any translations that may be made into any other language.

24. Force Majeure:

For the purposes of this Purchase Order, an event of "force majeure" shall mean any or all of the following events or occurrences: strikes, work stoppages or other labor difficulties; fires, floods or other acts of God; transportation delays; acts of government or any subdivision or agency thereof; or any other cause, whether or not similar to the causes or occurrence enumerated above which are beyond the control of the party claiming the occurrence of a force majeure event and which delays, interrupts or prevents such party from performing its obligations under this Purchase Order.

Notwithstanding any provision hereof to the contrary, the reduction, depletion, shortage, curtailment or cessation of Supplier's raw materials or any other supplies or materials of the Supplier shall not be regarded as an event of force majeure. The party affected by a force majeure event shall give notice thereof to the other party within ten days following the occurrence thereof, and shall advise the other party of the probable extent to which the affected party will be unable to perform or will be unable to perform or will be delayed in performing its obligations hereunder. The affected party shall exercise due diligence to eliminate or remedy the force majeure cause and shall give the other party prompt notice when that has been accomplished. Except as provided herein, if the performance of this Purchase Order by either party is delayed, interrupted or prevented by reason of any event of force majeure, both parties shall be excused from performing hereunder while and to the extent that the force majeure condition exists after which the parties' performance shall be resumed. Notwithstanding the foregoing, within five days following a Supplier's declaration of a force majeure event which prevents its full and/or timely delivery of the goods hereunder, Buyer may, at its option and without liability.

25.1 Require Supplier to apportion among its customers the goods available for delivery during the force majeure period:

25.2 Cancel any or all delayed or reduced deliveries:

25.3 Cancel any outstanding deliveries hereunder and terminate this Purchase Order. If Buyer accepts reduced deliveries or cancels the same, Buyer may procure substitute goods from other sources, in which event this contract shall be deemed modified to eliminate the Supplier's obligation to sell and Buyer's obligation to purchase such substituted goods. After cessation of a force majeure event declared by Supplier, Supplier shall, at Buyer's option but not otherwise, be obligated to deliver goods not delivered during the force majeure period. After cessation of a force majeure event declared by the Buyer, neither party shall be obligated to deliver or



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purchase goods not so delivered and purchased during the force majeure period.

26. Warranty:

The seller warrants that all goods delivered hereunder shall be merchantable, fit for their particular purpose and free from defects, whether latent or apparent. The seller warrants that all services performed hereunder shall be performed in a workmanlike manner, free from errors. Seller's warranties shall be enforceable by Buyer and shall run to Buyer's customer(s). The seller warrants that all services shall be performed in a good and workmanlike manner by qualified, trained personnel consistent with the industry.

27. GST:

27.1 If you are liable to prepare e invoice as per the provisions of Goods and Service Tax Act and if you fail to do so, you will be liable to compensate us with the amount equivalent to tax along with interest, if any, that may arise due to non-compliance on your part.

27.2 If you fail to upload invoice under the GST rules in respect of supplies made by you and consequently if we are unable to claim Input Tax Credit (ITC) on such supplies, you will be liable to compensate us with the amount equivalent to tax along with interest if any, that may arise due to non-compliance on your part.

27.3 If you are liable to send a tax invoice along with QR code as per provision of goods and service tax and if you fail to do so, you will be liable to compensate us with the amount equivalent to tax along with interest if any, that may arise due to non-compliance on your part. 28. TDS / 194Q: 28.1 Provisions of section 194Q are applicable to the company w.e.f. 01.07.2021 and accordingly company will be deducting TDS at applicable rate from payment due to you. Accordingly, we will not be accepting any invoice where TCS is levied by you post 30th June 2021.

28. TDS / 194Q:

28.1 Provisions of section 194Q are applicable to the company w.e.f. 01.07.2021 and accordingly company will be deducting TDS at applicable rate from payment due to you. Accordingly, we will not be accepting any invoice where TCS is levied by you post 30th June 2021.

General EHS Requirement

1. The Contractor is responsible for ensuring that Contractor personnel are fully aware of and comply with the EHS Requirements at all times during performance of the Contract work or whilst on site, including the procedures to be followed in cases of emergency.

2. You will be fully responsible for all the administrative matters and legal compliances related to your manpower, you have to complies, maintain & save all statutory & legal record as per various Acts.

3. Work towards reduction in environment impact, prevention of pollution, reduction in risk related to human being, preventing incidents and injury to human being, improvement in QMS-EMS-OHSAS-FSMS performance by achieving management system.

4. You will be fully responsible for the maintaining of all the safety norms & safe working conditions for your workers.

5. You have to provide required(PPE) personal protective equipment to your workers and enforcement to use PPEs during work.

6. You will be strictly follow safety rules & work permit system in company premises.

7. If found any unsafe act during working time, safety department can stopped the work and deduct penalty up to 20% of bill amount, which is direct debited from bill.

8. Your supervisor must be present at site during any type of high risk work.



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APPENDIX - III Service Details

Contract/Order : 4600113349		Revision : --			
Date : 04.05.2023		Revision Date: --			
Sr.No.	Service Description	Qty	UoM	Rate (INR)	Amount (INR)
1.1	7100371 REPAIR AND MAINTENANCE WORK Road Repairing & Maintanace work #From LER Village to APL gate No.2 through JCB, Loader,Tractor and dumper with diesel and labour. Terms & Condition: 1. Payment to be made in 3 phases 2. First payment of 2 lakhs to be made when work starts. 3. Rs. 1.5 lakhs payment to be made after 6 months. 4. Remaining amount of Rs. 1.5 lakhs to be made after completion of one year.	1	AU	200,000.00	200,000.00
1.2	7100371 REPAIR AND MAINTENANCE WORK Road Repairing & Maintanace work #From LER Village to APL gate No.2 through JCB, Loader,Tractor and dumper with diesel and labour. Terms & Condition: 1. Payment to be made in 3 phases 2. First payment of 2 lakhs to be made when work starts. 3. Rs. 1.5 lakhs payment to be made after 6 months. 4. Remaining amount of Rs. 1.5 lakhs to be made after completion of one year.	1	AU	150,000.00	150,000.00
1.3	7100371 REPAIR AND MAINTENANCE WORK Road Repairing & Maintanace work #From LER Village to APL gate No.2 through JCB, Loader,Tractor and dumper with diesel and labour. Terms & Condition: 1. Payment to be made in 3 phases 2. First payment of 2 lakhs to be made when work starts. 3. Rs. 1.5 lakhs payment to be made after 6 months. 4. Remaining amount of Rs. 1.5 lakhs to be made after completion of one year.	1	AU	150,000.00	150,000.00
SubTotal					500,000.00

Signature



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SERVICE ORDER

Contract/Order : 4600130351 **Revision : --**

Date : 06.07.2024 **Revision Date: --**

Vendor Name and Address : 6200006439 : JAY LERDADA LOADERS AT LER, POST - KUKMA, BHUJ 370001 Gujarat-India Tel. : 8758126646 GSTIN No. 24BCBPJ9891G1ZD PAN No. BCBPJ9891G	Billing Address : Ashapura Perfoclay Ltd PP01 : BLEACHING CLAY Survey No.167,Off.Anjar-Bhuj Highway Ler, Nr.Bhujodi,370105 Gujarat,India GSTIN No. 24AAACA9472H1ZO PAN No. AAACA9472H	Contract Details : RFQ no: Date: Rate Contract Ref: PO Start Date: PO End Date:
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Currency : INR **Incoterms : ,**

Payment Terms : Pay immediately w/o deduction **Shipping Type :**

Road Repairing & Maintenance work.

#	Item Code	HSN Code/ SAC Code	Material Description	Quantity	UOM	Rate/UOM INR	Material Cost	Tax Type	Tax %	Tax Value	
010		998717	Road Repairing & Maintenance work (AMC)	1.000	LE			CGS T	9.0 %	45000.00	
						BASIC PRICE	500,000.00 0	500,000.00	SGS T	9.0 %	45000.00
								IGST			
			Del.Date:07-JUL-24			Sub Total	500,000.00	Total Tax		90,000.00	
								CGS T		45,000.00	
								SGS T		45,000.00	
								IGST		0.00	
						Gross Total	500,000.00	Total Tax		90,000.00	
									PO Total	590,000.00	

Amount in Words : FIVE LAKH NINETY THOUSAND Rupees**Important Notes:**

1. Kindly acknowledge the receipt of this purchase order.
2. All annexures enclosed are forming part of the PO / WO.
3. PO/WO reference shall be mentioned on invoices and all documents.
4. All the Terms and Conditions are as per Appendix - I attached.
5. All the invoices shall carry tax registration details else taxes will not be reimbursed.
6. Documents supporting the delivery of material / services shall accompany all the invoices.
7. Please refer overleaf for general terms and conditions governing this sale.



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Alert:

If any loss of input tax credit of GST arises due to non adherence to GST rules and regulations with regards to payment of TAX and or uploading of returns on the GST NETWORK within prescribed time limits by the supplier then such loss of credit would be payable by the supplier and the company reserves right to recover such losses from the outstanding payable from the account of the supplier.

Computer Generated order, does not require signature

For Ashapura Perfoclay Ltd

Accepted For JAY LERDADA LOADERS

**Chetan Mehra
Authorised Signatory**

Authorised Signatory

E & O.E.

Please return the accepted PO / WO within 7(Seven) days. Non-Receipt of acceptance / comments will mean that the PO / WO along with the all terms and conditions would be deemed to have been accepted.

Terms of Delivery :

Terms & Conditions:

1. Acceptance of Order:

1.1 Buyer shall not be bound by this order until Service Provider executes and returns to Buyer the acknowledgment copy of this order. Service Provider shall be bound by this order and its terms and conditions when it executes and returns the acknowledgment copy, when it otherwise indicates its acceptance of this order or when it renders for Buyer any of the services ordered herein.

1.2 This order expressly limits acceptance to the terms and conditions stated herein, and any additional or different terms or conditions proposed by Service Provider are rejected unless expressly assented to in writing by Buyer. No contract shall exist except as hereinabove provided, unless otherwise mutually agreed by the parties hereto in writing.

2. Amendments:

2.1 The parties agree that this order, including the terms and conditions on the face and reverse side hereof, together with any documents attached hereto or incorporated herein by reference, contains the complete and final contract between Buyer and Service Provider; that no agreement or understanding to modify this order shall be binding upon Buyer unless in writing by Buyer's authorized representative.

3. Changes:

3.1 Buyer reserves the right at any time to make written changes in any one or more of the following: (a) place of delivery; (b) time or frequency of delivery; (c) manner of delivery.

3.2. Any claim by Service Provider for adjustment under this Article must be approved by Buyer in writing before Service Provider proceeds with such change.

4. Delivery:

4.1 Time is of the essence in the performance of this order, and if the rendering of services is not completed at the times specified, Buyer reserves the right, without liability, and in addition to its other rights and remedies, to take either or both of the following actions: (a) terminate this order by notice effective when received by the Service Provider as to services not yet rendered and to purchase substitute services elsewhere and charge Service Provider with any loss incurred.

5. Prices and payment terms:

5.1 The prices accepted by Buyer and confirmed in the Purchase Order are fixed for the duration of the Purchase Order and may not be modified without the written agreement of the Buyer and Service Provider. Price increases shall not be binding on Buyer unless evidenced by a purchase order change notice or revision issued and confirmed by Buyer's authorized representative.

5.2 Invoices shall be issued by the Service Provider on a weekly or monthly basis, as required by Buyer. Payment for Services rendered by the Service Provider shall be made by Buyer within thirty (30) days after the date of receipt of a corresponding correct invoice from the supplier or as per agreed payment terms and conditions..

6. Employer's Obligations:

6.1 As an independent company, Service Provider agrees that it has and will have sole responsibility for the health, safety, and welfare of its employees, subcontractors, and agents providing the Services. At all times while performing any obligations at a Buyer's location, Service Provider, its employees, subcontractors and agents will also comply with all applicable Buyer's safety, security and environmental procedures, policies, and guidelines.



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6.2 the Supplier will provide the Services and perform any other obligations in strict compliance with all applicable laws. The buyer will not be responsible for monitoring Service Provider's compliance with any applicable laws.

6.3 the Supplier will comply with all equal employment opportunity and non-discrimination requirements.

6.4 Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of the Services, or any of Service Provider's other obligations, Service Provider will immediately give written notice to Buyer and take all reasonable steps to prevent or resolve the dispute.

6.5 Service Provider will not subcontract any of the Services to other persons or entities without the prior written approval of Buyer. The buyer reserves the right to interview such subcontractors prior to performing any work. All obligations imposed upon Service Provider will be similarly imposed by Service Provider upon any authorized subcontractors. Service Provider's execution of any subcontracts, including subcontracts approved by Buyer, will not relieve, waive or diminish any obligation Service Provider may have to Buyer. Fees for subcontracted Services will be included in the fees and costs billed by the Service Provider.

7. Service Provider's Warranties:

7.1 Service Provider warrants that all services performed for or on behalf of Buyer will be performed in a competent, workmanlike manner and shall be free from faults and defects. Said warranties shall be in addition to any warranties of additional scope given by Service Provider to Buyer. None of said warranties and no other implied or express warranties shall be deemed is claimed or excluded unless evidenced by a purchase order change notice or revision issued and signed by Buyer's authorized representative.

8. Relationship:

8.1 The relationship of Buyer and service Provider is that of independent parties, and neither party is an employee, agent, partner or joint venture of the other. Service Provider shall be solely responsible and liable for any employment-related taxes, insurance premiums or other Employment benefits respecting Service Provider's activity. Buyer shall not be responsible for the payment of any duties or taxes imposed on the income or profits of the Service Provider.

8.2 Nothing in this order shall be construed to preclude Buyer from independently developing, or acquiring from other third parties, any service identical or similar to the Services contemplate herein.

9. Property of Buyer:

9.1 Unless otherwise provided in this order or agreed to in writing, property of every description, including but not limited to, all tooling, tools, equipment and material furnished or made available to Service Provider, title to which is in Buyer, and any replacement thereof shall be and remain the property of Buyer. Such property other than material shall not be modified without the written consent of Buyer. Such property shall be plainly marked or otherwise adequately identified by the Service Provider as being owned by Buyer and shall be safely stored separately and apart from Service Provider's property.

9.2 Service Provider shall not use such property except for the performance of work hereunder or as authorized in writing by Buyer. Such property while in Service Provider's possession or control shall be listed in writing and kept in good condition, shall be held at Service Provider's risk, and shall be kept insured by Service Provider, at its expense, in an amount equal to the replacement cost with loss payable to Buyer. To the extent such property is not material consumed in the performance of this order, it shall be subject to inspection and removal by Buyer and Buyer shall have the right of entry for such purposes without any additional liability whatsoever to the Service Provider. As and when directed by Buyer, Service Provider shall disclose the location of such property, prepare it for shipment and ship it to the Buyer in as good condition as originally received by Service Provider, reasonable wear and tear excepted.

10. Special Tooling:

10.1 The term "special tooling" as used in this Article shall be deemed to include all jigs, dies, fixtures, molds, patterns, special cutting tools, special gauges, special test equipment, other special equipment and manufacturing aids, and drawings and any replacements of the foregoing, acquired or manufactured or used in the performance of this order, which are of such a specialized nature that, without substantial modification or alteration, their use is limited to the performance of the services of the type required by this order. The term does not include (a) items of tooling or equipment heretofore acquired by Service Provider, or replacement thereof, whether or not altered or adapted for use in the performance of this order, (b) consumable small tools, (c) general or special machine tools or similar capital items, or (d) tooling, title to which is in Buyer.

10.2 Service Provider agrees that special tooling shall be retained and not used or reworked except for the performance of work hereunder or as authorized in writing by Buyer. While in Service Provider's possession or control, Service Provider warrants that it will keep the special tooling in good condition fully covered by insurance, and will replace it when lost, destroyed, or necessary for performance of work hereunder.

10.3 Upon cessation or termination of the work under this order for which the special tooling is required, Service Provider shall furnish Buyer a list of the services for the manufacture or performance of which such special tooling was used or designed and shall transfer title to and Possession of the special tooling to Buyer for an amount equal to the unamortized cost thereof, or dispose thereof as Buyer may direct in writing. In addition, Buyer shall have the right to take possession of, including the right of entry for such purpose, any special tooling, title to which Buyer acquires hereunder, without any additional liability whatsoever to the Service Provider.

11. Confidentiality, Inventions:

11.1 All information furnished or made available by Buyer to Service Provider or to Service Provider's employees or subcontractors in connection with the services covered by this order shall be treated as confidential and shall not be disclosed by Service Provider, its employees and subcontractors to any third party either in whole or in part, without Buyer's prior written consent. Service Provider agrees not to assert any claim against Buyer with respect to any information which Service Provider shall have disclosed or may hereafter disclose to Buyer in connection with the services covered by this order.

11.2 Service Provider agrees that all designs, drawings, processes, compositions of material, specifications, software, mask works or other technical information made or furnished by the Service Provider in connection with the services covered by this order, including all rights thereto, shall be the sole and exclusive property of Buyer, free from any restriction, and Service Provider shall protect same against unauthorized disclosure to or use by any third party. Service Provider agrees that, as to all inventions and improvements in such designs, drawings, processes, compositions of material, specifications, software, mask works or other technical information made or furnished by the Service Provider in connection with the services covered by this order.

11.3 Service Provider will promptly identify and disclose such inventions or improvements to Buyer and execute or obtain the execution of any papers as may be necessary to perfect ownership of the inventions or improvements in Buyer or as may be necessary in the obtainment, Maintenance, or enforcement by Buyer of any patent, trademark, copyright, trade secret, mask work right or other proprietary right pertaining to the inventions or improvements.

11.4 The confidentiality provisions and the obligations of this paragraph shall survive termination or completion of this order.



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12. Intellectual Property Indemnification:

12.1 Service Provider agrees (a) to defend, indemnify and hold harmless Buyer, its successors and customers against all claims, demands, losses, suits, damages, liability and expenses (including reasonable attorneys' fees) arising out of any suit, claim or action for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, copyright, mask work or other proprietary right by reason of the services covered by this order, including infringement arising out of compliance with specifications furnished by Buyer, or for actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from Service Provider's actions, (b) to waive any claim against Buyer under the Uniform Commercial Code as adopted by the State of Ohio, U.S.A. or otherwise, including any hold harmless or similar claim, in any way related to a claim asserted against Service Provider or Buyer for patent, trademark, copyright or mask work right infringement or the like, including claims arising out of compliance with specifications furnished by Buyer.

12.2 Service Provider assigns to Buyer all right, title and interest in and to all trademarks, copyrights, and mask work rights in any material created for Buyer in connection with this order. The obligations of this paragraph shall survive termination or completion of this order.

13. Indemnification:

13.1 Service Provider further agrees to indemnify and save Buyer harmless from any and all losses, liabilities, damages, claims, demands, suits, actions, proceedings, subrogations and expenses, including court costs and reasonable attorneys' fees, related in any way to this order, or the services performed under this order, which are claimed or made by any person, firm, association or corporation, including employees, workers, servants or agents of Service Provider and his subcontractors arising from any cause or for any reason whatsoever.

13.2 Service Provider further agrees, upon receipt of notification, to promptly assume full responsibility for the defense of any and all such suits, actions, or proceedings which may be brought against Service Provider or against Buyer. In the event Buyer's machinery or equipment is used by Service Provider in the performance of any work that might be required under this order, such machinery or equipment shall be considered as being under the sole custody and control of Service Provider during the period of such use by the Service Provider.

13.3 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES ARISING FROM ANY CLAIM OR ACTION HEREUNDER, BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY.

14. Insurance:

14.1 Service Provider agrees to indemnify and protect Buyer against all liability, claims or demands for injuries or damages to any person or property growing out of the performance of this order.

14.2 Service Provider further agrees to furnish evidence of insurance showing that Service Provider has and will maintain adequate insurance coverage during the life of this order in the opinion of Buyer, including but not limited to comprehensive general liability insurance. Such evidence of insurance must set forth the name of the insurer, policy number, expiration date, and limits of liability. Compliance by Service Provider with insurance requirements does not in any way affect Service Provider's indemnification of Buyer under Article 13 above.

15. Order Cancellation:

15.1 Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Service Provider fails to make reasonable progress towards completion of the order at the times specified, if Service Provider does not make deliveries as specified in the delivery schedule, if Service Provider breaches any of the terms hereof including warranties of Service Provider, if Service Provider makes an arrangement, extension or assignment for the benefit of creditors, if Service Provider dissolves or otherwise ceases to exist or liquidates all or substantially all of its assets, if Service Provider becomes insolvent or if Service Provider generally does not pay its debts as they become due.

15.2 Upon direction of Buyer, Service Provider shall also protect and preserve property in its possession in which Buyer has an interest. The rights and remedies of Buyer set forth in this Article are in addition to, and not in lieu of, any other remedies which Buyer may have in law or equity or pursuant to other Articles of this order.

15.3 If, after cancellation pursuant to this Article, it is determined by a court of competent jurisdiction, or otherwise, that the Service Provider was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued pursuant to Article 16 hereof.

16. Termination:

16.1 Buyer may terminate performance of work under this order in whole or from time to time in part by written notice of termination, whereupon Service Provider will stop work on the date and to the extent specified in the notice and terminate all orders and subcontracts to the extent they relate to the terminated work.

16.2 Within 60 days after receipt of such notice of termination, Service Provider will submit all its claims resulting from such termination. The buyer will have the right to check such claims at any reasonable time or times by inspecting and auditing the records, facilities, work or materials of Service Provider relating to this order.

16.3 Buyer will pay the Service Provider without duplication, the order price for finished work accepted by Buyer, based on any audit Buyer may conduct and United States generally accepted accounting principles. The buyer will make no payments for finished work in excess of any order or release. Notwithstanding the above, payments made under this Article shall not exceed the aggregate price specified in this order less payments otherwise made or to be made. Payment made under this Article constitutes Buyer's only liability in the event this order is terminated hereunder.

16.4 Except as otherwise provided in this order, the provisions of this Article will not apply to any cancellation by Buyer for default by Service Provider or for any other cause allowed by law or under this order.

16.5 Except as otherwise provided in Article 15, the provisions of this Article will not apply to any cancellation by Buyer for default by the Service Provider.

16.6 In no event shall Service Provider be entitled to anticipatory profits or to, special or consequential damages under this order.

17. Compliance with Applicable Laws, Personal Data Processing:

17.1 Service Provider agrees that, in the performance of this order, it will comply with all applicable laws, statutes, rules, regulations or orders of the jurisdiction where the work performed under this order is carried out, as well as all applicable laws of the India

17.2 In providing the Services, Service Provider may have access to one or more Buyer's database, applications, reports, documents and/or other information in hard copy or electronic form that contain or process data



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relating to identified or identifiable individuals ("Personal Data").Such individuals may include Buyer's employees, temporary workers, contractors, consultants, students, customers, end-users or other business partners. Service Provider acknowledges that Personal Data, in whichever form, is of a very sensitive nature, and hereby undertakes to treat Personal Data strictly confidential and to use them only within the limits authorized by the Buyer and the applicable law. If necessary and upon request of Buyer, Service Provider shall procure for its employees, agents or sub-contractor that they sign Buyer's standard forms regarding the protection of personal data. 17.3 the Parties consent to the processing of their respective personal data and commit to the process said personal data received from the other Party and/or its affiliates in order to perform under this order and comply with any legal, accounting and fiscal requirement, in line with the applicable personal data processing law, including the adoption of the required minimum security measures. In particular, each party agrees expressly that the other party communicates the received personal data to any service provider in- and outside the EU for accounting, financial, contract management purposes.

18. Waiver:

18.1 The failure of Buyer to insist, in any one or more instances upon the performance of any of the terms, covenants or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants or conditions or the future exercise of such right, but the obligation of the Service Provider with respect to such future performance shall continue in full force and effect.

19. Assignment:

19.1 None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Service Provider subcontract for completed or substantially completed material called for by this order without Buyer's prior written consent.

20. Remedies:

20.1 The remedies provided for herein shall be cumulative and in addition to any other or further remedies provided by law or equity. Buyer shall have the right to set off against any amounts payable by Buyer to Service Provider under this order or any other agreements between Buyer and Service Provider any amounts which Service Provider owes to Buyer under this order or otherwise.

20.2 In the event of any disputes arising under this order, Buyer and Service Provider shall proceed diligently with the performance required hereunder pending resolution of any such dispute. If any portion of this order is invalid or unenforceable, the remaining portions of this order shall remain valid and enforceable.

21. Dispute Resolution:

21.1 In the event of a dispute between the parties arising out of or related to this order which solely concerns monetary damages or money due, the parties agree that a meeting shall be held promptly attended by representatives of each party having decision-making authority regarding the dispute to attempt in good faith to negotiate a resolution of the dispute.

21.2 If the parties do not succeed in negotiating a resolution of the dispute, the parties shall use their best efforts to select an alternative dispute resolution procedure ("ADR"), such as a "mini trial" or mediation, to resolve the dispute. If the parties are unable to agree upon a form of ADR within an additional fifteen (15) days, then either party may pursue other available remedies upon written notice to the other party.

21.3 If the parties are able to agree upon a form of ADR, they shall pursue its implementation in good faith and in a timely manner. In the event the ADR does not result in a resolution of the dispute, then either party may pursue other available remedies upon written notice to the other Party.

21.4 All disputes hereunder shall be resolved in the English language. Notwithstanding anything to the contrary herein, any dispute arising hereunder that is not subject to or resolved using an ADR procedure, shall be finally resolved by the Courts in Bhavnagar or Bhuj, India, and such Courts shall have exclusive jurisdiction and venue for resolution of all such disputes, and the parties do hereby irrevocably submit to such jurisdiction and venue, waiving any objection to the contrary hereafter.

22. Governing Law:

22.1 This agreement shall be governed, interpreted and construed by, and in accordance with, the laws of the union of India , without regard to the conflict of laws provisions thereof.

23. Prevailing Language:

This agreement shall be governed, interpreted and construed in the English language hereof, regardless of any translations that may be made into any other language.

24. Force Majeure:

For the purposes of this Purchase Order, an event of "force majeure" shall mean any or all of the following events or occurrences: strikes, work stoppages or other labor difficulties; fires, floods or other acts of God; transportation delays; acts of government or any subdivision or agency thereof; or any other cause, whether or not similar to the causes or occurrence enumerated above which are beyond the control of the party claiming the occurrence of a force majeure event and which delays, interrupts or prevents such party from performing its obligations under this Purchase Order.

Notwithstanding any provision hereof to the contrary, the reduction, depletion, shortage, curtailment or cessation of Supplier's raw materials or any other supplies or materials of the Supplier shall not be regarded as an event of force majeure. The party affected by a force majeure event shall give notice thereof to the other party within ten days following the occurrence thereof, and shall advise the other party of the probable extent to which the affected party will be unable to perform or will be unable to perform or will be delayed in performing its obligations hereunder. The affected party shall exercise due diligence to eliminate or remedy the force majeure cause and shall give the other party prompt notice when that has been accomplished. Except as provided herein, if the performance of this Purchase Order by either party is delayed, interrupted or prevented by reason of any event of force majeure, both parties shall be excused from performing hereunder while and to the extent that the force majeure condition exists after which the parties' performance shall be resumed. Notwithstanding the foregoing, within five days following a Supplier's declaration of a force majeure event which prevents its full and/or timely delivery of the goods hereunder, Buyer may, at its option and without liability.

25.1 Require Supplier to apportion among its customers the goods available for delivery during the force majeure period:

25.2 Cancel any or all delayed or reduced deliveries:

25.3 Cancel any outstanding deliveries hereunder and terminate this Purchase Order. If Buyer accepts reduced deliveries or cancels the same, Buyer may procure substitute goods from other sources, in which event this contract shall be deemed modified to eliminate the Supplier's obligation to sell and Buyer's obligation to purchase such substituted goods. After cessation of a force majeure event declared by Supplier, Supplier shall, at Buyer's option but not otherwise, be obligated to deliver goods not delivered during the force majeure period. After cessation of a force majeure event declared by the Buyer, neither party shall be obligated to deliver or



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purchase goods not so delivered and purchased during the force majeure period.

26. Warranty:

The seller warrants that all goods delivered hereunder shall be merchantable, fit for their particular purpose and free from defects, whether latent or apparent. The seller warrants that all services performed hereunder shall be performed in a workmanlike manner, free from errors. Seller's warranties shall be enforceable by Buyer and shall run to Buyer's customer(s). The seller warrants that all services shall be performed in a good and workmanlike manner by qualified, trained personnel consistent with the industry.

27. GST:

27.1 If you are liable to prepare e invoice as per the provisions of Goods and Service Tax Act and if you fail to do so, you will be liable to compensate us with the amount equivalent to tax along with interest, if any, that may arise due to non-compliance on your part.

27.2 If you fail to upload invoice under the GST rules in respect of supplies made by you and consequently if we are unable to claim Input Tax Credit (ITC) on such supplies, you will be liable to compensate us with the amount equivalent to tax along with interest if any, that may arise due to non-compliance on your part.

27.3 If you are liable to send a tax invoice along with QR code as per provision of goods and service tax and if you fail to do so, you will be liable to compensate us with the amount equivalent to tax along with interest if any, that may arise due to non-compliance on your part. 28. TDS / 194Q: 28.1 Provisions of section 194Q are applicable to the company w.e.f. 01.07.2021 and accordingly company will be deducting TDS at applicable rate from payment due to you. Accordingly, we will not be accepting any invoice where TCS is levied by you post 30th June 2021.

28. TDS / 194Q:

28.1 Provisions of section 194Q are applicable to the company w.e.f. 01.07.2021 and accordingly company will be deducting TDS at applicable rate from payment due to you. Accordingly, we will not be accepting any invoice where TCS is levied by you post 30th June 2021.

General EHS Requirement

1. The Contractor is responsible for ensuring that Contractor personnel are fully aware of and comply with the EHS Requirements at all times during performance of the Contract work or whilst on site, including the procedures to be followed in cases of emergency.

2. You will be fully responsible for all the administrative matters and legal compliances related to your manpower, you have to complies, maintain & save all statutory & legal record as per various Acts.

3. Work towards reduction in environment impact, prevention of pollution, reduction in risk related to human being, preventing incidents and injury to human being, improvement in QMS-EMS-OHSAS-FSMS performance by achieving management system.

4. You will be fully responsible for the maintaining of all the safety norms & safe working conditions for your workers.

5. You have to provide required(PPE) personal protective equipment to your workers and enforcement to use PPEs during work.

6. You will be strictly follow safety rules & work permit system in company premises.

7. If found any unsafe act during working time, safety department can stopped the work and deduct penalty up to 20% of bill amount, which is direct debited from bill.

8. Your supervisor must be present at site during any type of high risk work.



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APPENDIX - III Service Details

Contract/Order : 4600130351		Revision : --				
Date : 06.07.2024		Revision Date: --				
Sr.No.	Service Description	Qty	UoM	Rate (INR)	Amount (INR)	
1.1	7100371 REPAIR AND MAINTENANCE WORK	1	AU	200,000.00	200,000.00	
1.2	7100371 REPAIR AND MAINTENANCE WORK	1	AU	150,000.00	150,000.00	
1.3	7100371 REPAIR AND MAINTENANCE WORK	1	AU	150,000.00	150,000.00	
				SubTotal	500,000.00	

Signature



SERVICE ORDER

Contract/Order: 4600145158 Revision:

Date: 10/07/2025 Revision Date:

Vendor Name and Address: 6200006439 : JAY LERDADA LOADERS AT LER, POST - KUKMA, BHUUJ 370001 Gujarat-India Tel. : 8758126646 GSTIN No. 24BCBPJ9891G1ZD PAN No. BCBPJ9891G	Billing Address: Ashapura Perfoclay Ltd PP01 : BLEACHING CLAY Survey No.167,Off.Anjar-Bhuj Highway Ler, Nr.Bhujodi,370105 Gujarat,India GSTIN No. 24AAACA9472H1ZO PAN No. AAACA9472H	Contract Details: RFQ no: Date: Contract Ref: Start Date: End Date:
--	--	--

Currency: INR Incoterms: ,

Payment Terms: Pay immediately w/o deduction Shipping Type:

Road Repairing & Maintenance work.

Sr No	Item Code	HSN/SAC Code	Material Description	Quantity	UOM	Rate/UOM INR	Material Cost	Tax Type	Tax %	Tax Value	
010		998717	Road Repairing & Maintenance work (AMC)	1.000	LE	500,000.000	500,000.000				
								CGST	9.0%	45,000.00	
								SGST	9.0%	45,000.00	
Sub Total								500,000.00		Total Tax	90,000.00
								CGST		45,000.00	
								SGST		45,000.00	
Gross Total								500,000.00		Total Tax	90,000.00
								Contract/PO Total		590,000.00	

Amount in words: Five Lakh Ninety Thousand Rupees only

Important Notes:

1. Kindly acknowledge the receipt of this purchase order.
2. All annexures enclosed are forming part of the PO / WO.
3. PO/WO reference shall be mentioned on invoices and all documents.
4. All the Terms and Conditions are as per Appendix - I attached.
5. All the invoices shall carry tax registration details else taxes will not be reimbursed.
6. Documents supporting the delivery of material / services shall accompany all the invoices.
7. Please refer overleaf for general terms and conditions governing this sale.

Alert:

If any loss of input tax credit of GST arises due to non adherence to GST rules and regulations with regards to payment of TAX and or uploading of returns on the GST NETWORK within prescribed time limits by the supplier then such loss of credit would be payable by the supplier and the company reserves right to recover such losses from the outstanding payable from the account of the supplier.



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SERVICE ORDER

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Date: 10/07/2025

Revision Date:

Computer Generated order, does not require signature

For Ashapura Perfoclay Ltd

Accepted For JAY LERDADA LOADERS

Chetan Mehra

Authorised Signatory

Authorised Signatory

E & O.E.

Please return the accepted PO / WO within 7(Seven) days. Non-Receipt of acceptance / comments will mean that the PO / WO along with the all terms and conditions would be deemed to have been accepted.

Terms & Conditions:

1. Acceptance of Order:

1.1 Buyer shall not be bound by this order until Service Provider executes and returns to Buyer the acknowledgment copy of this order. Service Provider shall be bound by this order and its terms and conditions when it executes and returns the acknowledgment copy, when it otherwise indicates its acceptance of this order or when it renders for Buyer any of the services ordered herein.

1.2 This order expressly limits acceptance to the terms and conditions stated herein, and any additional or different terms or conditions proposed by Service Provider are rejected unless expressly assented to in writing by Buyer. No contract shall exist except as hereinabove provided, unless otherwise mutually agreed by the parties hereto in writing.

2. Amendments:

2.1 The parties agree that this order, including the terms and conditions on the face and reverse side hereof, together with any documents attached hereto or incorporated herein by reference, contains the complete and final contract between Buyer and Service Provider; that no agreement or understanding to modify this order shall be binding upon Buyer unless in writing by Buyer's authorized representative.

3. Changes:

3.1 Buyer reserves the right at any time to make written changes in any one or more of the following: (a) place of delivery; (b) time or frequency of delivery; (c) manner of delivery.

3.2.. Any claim by Service Provider for adjustment under this Article must be approved by Buyer in writing before Service Provider proceeds with such change.

4. Delivery:

4.1 Time is of the essence in the performance of this order, and if the rendering of services is not completed at the times specified, Buyer reserves the right, without liability, and in addition to its other rights and remedies, to take either or both of the following actions: (a) terminate this order by notice effective when received by the Service Provider as to services not yet rendered and to purchase substitute services elsewhere and charge Service Provider with any loss incurred.

5. Prices and payment terms:

5.1 The prices accepted by Buyer and confirmed in the Purchase Order are fixed for the duration of the Purchase Order and may not be modified without the written agreement of the Buyer and Service Provider. Price increases shall not be binding on Buyer unless evidenced by a purchase order change notice or revision issued and confirmed by Buyer's authorized representative.

5.2 Invoices shall be issued by the Service Provider on a weekly or monthly basis, as required by Buyer. Payment for Services rendered by the Service Provider shall be made by Buyer within thirty (30) days after the date of receipt of a corresponding correct invoice from the supplier or as per agreed payment terms and conditions.

6. Employer's Obligations:

6.1 As an independent company, Service Provider agrees that it has and will have sole responsibility for the health, safety, and welfare of its employees, subcontractors, and agents providing the Services. At all times while performing any obligations at a Buyer's location, Service Provider, its employees, subcontractors and agents will also comply with all applicable Buyer's safety, security and environmental procedures, policies, and guidelines.

6.2 the Supplier will provide the Services and perform any other obligations in strict compliance with all applicable laws. The buyer will not be responsible for monitoring Service Provider's compliance with any applicable laws.

6.3 the Supplier will comply with all equal employment opportunity and non-discrimination requirements.

6.4 Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of the Services, or any of Service Provider's other obligations, Service Provider will immediately give written notice to Buyer and take all reasonable steps to prevent or resolve the dispute.

6.5 Service Provider will not subcontract any of the Services to other persons or entities without the prior written approval of Buyer. The buyer reserves the right to interview such subcontractors prior to performing any work. All obligations imposed upon Service Provider will be similarly imposed by Service Provider upon any authorized subcontractors. Service Provider's execution of any subcontracts, including subcontracts approved by Buyer, will not relieve, waive or diminish any obligation Service Provider may have to Buyer. Fees for subcontracted Services will be included in the fees and costs billed by the Service Provider.

7. Service Provider's Warranties:

7.1 Service Provider warrants that all services performed for or on behalf of Buyer will be performed in a competent, workmanlike manner and shall be free from faults and defects. Said warranties shall be in addition to any warranties of additional scope given by Service Provider to Buyer. None of said warranties and no other implied or express warranties shall be deemed to be claimed or excluded unless evidenced by a purchase order change notice or revision issued and signed by Buyer's authorized representative.

8. Relationship:

8.1 The relationship of Buyer and service Provider is that of independent parties, and neither party is an employee, agent, partner or joint venture of the other. Service Provider shall be solely responsible and liable for any employment-related taxes, insurance premiums or other Employment benefits respecting Service Provider's activity. Buyer shall not be responsible for the payment of any duties or taxes imposed on the income or profits of the Service Provider.

8.2 Nothing in this order shall be construed to preclude Buyer from independently developing, or acquiring from other third parties, any service identical or similar to the Services contemplate



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herein.

9. Property of Buyer:

9.1 Unless otherwise provided in this order or agreed to in writing, property of every description, including but not limited to, all tooling, tools, equipment and material furnished or made available to Service Provider, title to which is in Buyer, and any replacement thereof shall be and remain the property of Buyer. Such property other than material shall not be modified without the written consent of Buyer. Such property shall be plainly marked or otherwise adequately identified by the Service Provider as being owned by Buyer and shall be safely stored separately and apart from Service Provider's property.

9.2 Service Provider shall not use such property except for the performance of work hereunder or as authorized in writing by Buyer. Such property while in Service Provider's possession or control shall be listed in writing and kept in good condition, shall be held at Service Provider's risk, and shall be kept insured by Service Provider, at its expense, in an amount equal to the replacement cost with loss payable to Buyer. To the extent such property is not material consumed in the performance of this order, it shall be subject to inspection and removal by Buyer and Buyer shall have the right of entry for such purposes without any additional liability whatsoever to the Service Provider. As and when directed by Buyer, Service Provider shall disclose the location of such property, prepare it for shipment and ship it to the Buyer in as good condition as originally received by Service Provider, reasonable wear and tear excepted.

10. Special Tooling:

10.1 The term "special tooling" as used in this Article shall be deemed to include all jigs, dies, fixtures, molds, patterns, special cutting tools, special gauges, special test equipment, other special equipment and manufacturing aids, and drawings and any replacements of the foregoing, acquired or manufactured or used in the performance of this order, which are of such a specialized nature that, without substantial modification or alteration, their use is limited to the performance of the services of the type required by this order. The term does not include (a) items of tooling or equipment heretofore acquired by Service Provider, or replacement thereof, whether or not altered or adapted for use in the performance of this order, (b) consumable small tools, (c) general or special machine tools or similar capital items, or (d) tooling, title to which is in Buyer.

10.2 Service Provider agrees that special tooling shall be retained and not used or reworked except for the performance of work hereunder or as authorized in writing by Buyer. While in Service Provider's possession or control, Service Provider warrants that it will keep the special tooling in good condition fully covered by insurance, and will replace it when lost, destroyed, or necessary for performance of work hereunder.

10.3 Upon cessation or termination of the work under this order for which the special tooling is required, Service Provider shall furnish Buyer a list of the services for the manufacture or performance of which such special tooling was used or designed and shall transfer title to and Possession of the special tooling to Buyer for an amount equal to the unamortized cost thereof, or dispose thereof as Buyer may direct in writing. In addition, Buyer shall have the right to take possession of, including the right of entry for such purpose, any special tooling, title to which Buyer acquires hereunder, without any additional liability whatsoever to the Service Provider.

11. Confidentiality, Inventions:

11.1 All information furnished or made available by Buyer to Service Provider or to Service Provider's employees or subcontractors in connection with the services covered by this order shall be treated as confidential and shall not be disclosed by Service Provider, its employees and subcontractors to any third party either in whole or in part, without Buyer's prior written consent. Service Provider agrees not to assert any claim against Buyer with respect to any information which Service Provider shall have disclosed or may hereafter disclose to Buyer in connection with the services covered by this order.

11.2 Service Provider agrees that all designs, drawings, processes, compositions of material, specifications, software, mask works or other technical information made or furnished by the Service Provider in connection with the services covered by this order, including all rights thereto, shall be the sole and exclusive property of Buyer, free from any restriction, and Service Provider shall protect same against unauthorized disclosure to or use by any third party. Service Provider agrees that, as to all inventions and improvements in such designs, drawings, processes, compositions of material, specifications, software, mask works or other technical information made or furnished by the Service Provider in connection with the services covered by this order.

11.3 Service Provider will promptly identify and disclose such inventions or improvements to Buyer and execute or obtain the execution of any papers as may be necessary to perfect ownership of the inventions or improvements in Buyer or as may be necessary in the obtaining, Maintenance, or enforcement by Buyer of any patent, trademark, copyright, trade secret, mask work right or other proprietary right pertaining to the inventions or improvements.

11.4 The confidentiality provisions and the obligations of this paragraph shall survive termination or completion of this order.

12. Intellectual Property Indemnification:

12.1 Service Provider agrees (a) to defend, indemnify and hold harmless Buyer, its successors and customers against all claims, demands, losses, suits, damages, liability and expenses (including reasonable attorneys' fees) arising out of any suit, claim or action for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, copyright, mask work or other proprietary right by reason of the services covered by this order, including infringement arising out of compliance with specifications furnished by Buyer, or for actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from Service Provider's actions, (b) to waive any claim against Buyer under the Uniform Commercial Code as adopted by the State of Ohio, U.S.A. or otherwise, including any hold harmless or similar claim, in any way related to a claim asserted against Service Provider or Buyer for patent, trademark, copyright or mask work right infringement or the like, including claims arising out of compliance with specifications furnished by Buyer.

12.2 Service Provider assigns to Buyer all right, title and interest in and to all trademarks, copyrights, and mask work rights in any material created for Buyer in connection with this order. The obligations of this paragraph shall survive termination or completion of this order.

13. Indemnification:

13.1 Service Provider further agrees to indemnify and save Buyer harmless from any and all losses, liabilities, damages, claims, demands, suits, actions, proceedings, subrogations and expenses, including court costs and reasonable attorneys' fees, related in any way to this order, or the services performed under this order, which are claimed or made by any person, firm, association or corporation, including employees, workers, servants or agents of Service Provider and his subcontractors arising from any cause or for any reason whatsoever.

13.2 Service Provider further agrees, upon receipt of notification, to promptly assume full responsibility for the defense of any and all such suits, actions, or proceedings which may be brought against Service Provider or against Buyer. In the event Buyer's machinery or equipment is used by Service Provider in the performance of any work that might be required under this order, such machinery or equipment shall be considered as being under the sole custody and control of Service Provider during the period of such use by the Service Provider.

13.3 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES ARISING FROM ANY CLAIM OR ACTION HEREUNDER, BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY.

14. Insurance:

14.1 Service Provider agrees to indemnify and protect Buyer against all liability, claims or demands for injuries or damages to any person or property growing out of the performance of this order.

14.2 Service Provider further agrees to furnish evidence of insurance showing that Service Provider has and will maintain adequate insurance coverage during the life of this order in the opinion of Buyer, including but not limited to comprehensive general liability insurance. Such evidence of insurance must set forth the name of the insurer, policy number, expiration date, and limits of liability. Compliance by Service Provider with insurance requirements does not in any way affect Service Provider's indemnification of Buyer under Article 13 above.

15. Order Cancellation:

15.1 Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Service Provider fails to make reasonable progress towards completion of the order at the times specified, if Service Provider does not make deliveries as specified in the delivery schedule, if Service Provider breaches any of the terms hereof including warranties of Service Provider, if Service Provider makes an arrangement, extension or assignment for the benefit of creditors, if Service Provider dissolves or otherwise ceases to exist or liquidates all or substantially all of its assets, if Service Provider becomes insolvent or if Service Provider generally does not pay its debts as they become due.

15.2 Upon direction of Buyer, Service Provider shall also protect and preserve property in its possession in which Buyer has an interest. The rights and remedies of Buyer set forth in this Article are in addition to, and not in lieu of, any other remedies which Buyer may have in law or equity or pursuant to other Articles of this order.

15.3 If, after cancellation pursuant to this Article, it is determined by a court of competent jurisdiction, or otherwise, that the Service Provider was not in default, or that the default was

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excusable, the rights and obligations of the parties shall be the same as if the termination had been issued pursuant to Article 16 hereof.

16. Termination:

16.1 Buyer may terminate performance of work under this order in whole or from time to time in part by written notice of termination, whereupon Service Provider will stop work on the date and to the extent specified in the notice and terminate all orders and subcontracts to the extent they relate to the terminated work.

16.2 Within 60 days after receipt of such notice of termination, Service Provider will submit all its claims resulting from such termination. The buyer will have the right to check such claims at any reasonable time or times by inspecting and auditing the records, facilities, work or materials of Service Provider relating to this order.

16.3 Buyer will pay the Service Provider without duplication, the order price for finished work accepted by Buyer, based on any audit Buyer may conduct and United States generally accepted accounting principles. The buyer will make no payments for finished work in excess of any order or release. Notwithstanding the above, payments made under this Article shall not exceed the aggregate price specified in this order less payments otherwise made or to be made. Payment made under this Article constitutes Buyer's only liability in the event this order is terminated hereunder.

16.4 Except as otherwise provided in this order, the provisions of this Article will not apply to any cancellation by Buyer for default by Service Provider or for any other cause allowed by law or under this order.

16.5 Except as otherwise provided in Article 15, the provisions of this Article will not apply to any cancellation by Buyer for default by the Service Provider.

16.6 In no event shall Service Provider be entitled to anticipatory profits or to, special or consequential damages under this order.

17. Compliance with Applicable Laws, Personal Data Processing:

17.1 Service Provider agrees that, in the performance of this order, it will comply with all applicable laws, statutes, rules, regulations or orders of the jurisdiction where the work performed under this order is carried out, as well as all applicable laws of the India

17.2 In providing the Services, Service Provider may have access to one or more Buyer's database, applications, reports, documents and/or other information in hard copy or electronic form that contain or process data relating to identified or identifiable individuals ("Personal Data"). Such individuals may include Buyer's employees, temporary workers, contractors, consultants, students, customers, end-users or other business partners. Service Provider acknowledges that Personal Data, in whichever form, is of a very sensitive nature, and hereby undertakes to treat Personal Data strictly confidential and to use them only within the limits authorized by the Buyer and the applicable law. If necessary and upon request of Buyer, Service Provider shall procure for its employees, agents or sub-contractor that they sign Buyer's standard forms regarding the protection of personal data.

17.3 the Parties consent to the processing of their respective personal data and commit to the process said personal data received from the other Party and/or its affiliates in order to perform under this order and comply with any legal, accounting and fiscal requirement, in line with the applicable personal data processing law, including the adoption of the required minimum security measures. In particular, each party agrees expressly that the other party communicates the received personal data to any service provider in- and outside the EU for accounting, financial, contract management purposes.

18. Waiver:

18.1 The failure of Buyer to insist, in any one or more instances upon the performance of any of the terms, covenants or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants or conditions or the future exercise of such right, but the obligation of the Service Provider with respect to such future performance shall continue in full force and effect.

19. Assignment:

19.1 None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Service Provider subcontract for completed or substantially completed material called for by this order without Buyer's prior written consent.

20. Remedies:

20.1 The remedies provided for herein shall be cumulative and in addition to any other or further remedies provided by law or equity. Buyer shall have the right to set off against any amounts payable by Buyer to Service Provider under this order or any other agreements between Buyer and Service Provider any amounts which Service Provider owes to Buyer under this order or otherwise.

20.2 In the event of any disputes arising under this order, Buyer and Service Provider shall proceed diligently with the performance required hereunder pending resolution of any such dispute. If any portion of this order is invalid or unenforceable, the remaining portions of this order shall remain valid and enforceable.

21. Dispute Resolution:

21.1 In the event of a dispute between the parties arising out of or related to this order which solely concerns monetary damages or money due, the parties agree that a meeting shall be held promptly attended by representatives of each party having decision-making authority regarding the dispute to attempt in good faith to negotiate a resolution of the dispute.

21.2 If the parties do not succeed in negotiating a resolution of the dispute, the parties shall use their best efforts to select an alternative dispute resolution procedure ("ADR"), such as a "mini trial" or mediation, to resolve the dispute. If the parties are unable to agree upon a form of ADR within an additional fifteen (15) days, then either party may pursue other available remedies upon written notice to the other party.

21.3 If the parties are able to agree upon a form of ADR, they shall pursue its implementation in good faith and in a timely manner. In the event the ADR does not result in a resolution of the dispute, then either party may pursue other available remedies upon written notice to the other Party.

21.4 All disputes hereunder shall be resolved in the English language. Notwithstanding anything to the contrary herein, any dispute arising hereunder that is not subject to or resolved using an ADR procedure, shall be finally resolved by the Courts in Bhavnagar or Bhuj, India, and such Courts shall have exclusive jurisdiction and venue for resolution of all such disputes, and the parties do hereby irrevocably submit to such jurisdiction and venue, waiving any objection to the contrary hereafter.

22. Governing Law:

22.1 This agreement shall be governed, interpreted and construed by, and in accordance with, the laws of the union of India, without regard to the conflict of laws provisions thereof,

23. Prevailing Language:

This agreement shall be governed, interpreted and construed in the English language hereof, regardless of any translations that may be made into any other language.

24. Force Majeure:

For the purposes of this Purchase Order, an event of "force majeure" shall mean any or all of the following events or occurrences: strikes, work stoppages or other labor difficulties; fires, floods or other acts of God; transportation delays; acts of government or any subdivision or agency thereof; or any other cause, whether or not similar to the causes or occurrence enumerated above which are beyond the control of the party claiming the occurrence of a force majeure event and which delays, interrupts or prevents such party from performing its obligations under this Purchase Order.

Notwithstanding any provision hereof to the contrary, the reduction, depletion, shortage, curtailment or cessation of Supplier's raw materials or any other supplies or materials of the Supplier shall not be regarded as an event of force majeure. The party affected by a force majeure event shall give notice thereof to the other party within ten days following the occurrence thereof, and shall praise the other party of the probable extent to which the affected party will be unable to perform or will be unable to perform or will be delayed in performing its obligations hereunder. The affected party shall exercise due diligence to eliminate or remedy the force majeure cause and shall give the other party prompt notice when that has been accomplished. Except as provided herein, if the performance of this Purchase Order by either party is delayed, interrupted or prevented by reason of any event of force majeure, both parties shall be excused from performing hereunder while and to the extent that the force majeure condition exists after which the parties' performance shall be resumed. Notwithstanding the foregoing, within five days following a Supplier's declaration of a force majeure event which prevents its full and/or timely delivery of the goods hereunder, Buyer may, at its option and without liability.

25.1 Require Supplier to apportion among its customers the goods available for delivery during the force majeure period:



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25.2 Cancel any or all delayed or reduced deliveries;
25.3 Cancel any outstanding deliveries hereunder and terminate this Purchase Order. If Buyer accepts reduced deliveries or cancels the same, Buyer may procure substitute goods from other sources, in which event this contract shall be deemed modified to eliminate the Supplier's obligation to sell and Buyer's obligation to purchase such substituted goods. After cessation of a force majeure event declared by Supplier, Supplier shall, at Buyer's option but not otherwise, be obligated to deliver goods not delivered during the force majeure period. After cessation of a force majeure event declared by the Buyer, neither party shall be obligated to deliver or purchase goods not so delivered and purchased during the force majeure period.

26. Warranty:
The seller warrants that all goods delivered hereunder shall be merchantable, fit for their particular purpose and free from defects, whether latent or apparent. The seller warrants that all services performed hereunder shall be performed in a workmanlike manner, free from errors. Seller's warranties shall be enforceable by Buyer and shall run to Buyer's customer(s). The seller warrants that all services shall be performed in a good and workmanlike manner by qualified, trained personnel consistent with the industry.

27. GST:
27.1 If you are liable to prepare e invoice as per the provisions of Goods and Service Tax Act and if you fail to do so, you will be liable to compensate us with the amount equivalent to tax along with interest, if any, that may arise due to non-compliance on your part.
27.2 If you fail to upload invoice under the GST rules in respect of supplies made by you and consequently if we are unable to claim Input Tax Credit (ITC) on such supplies, you will be liable to compensate us with the amount equivalent to tax along with interest if any, that may arise due to non-compliance on your part.
27.3 If you are liable to send a tax invoice along with QR code as per provision of goods and service tax and if you fail to do so, you will be liable to compensate us with the amount equivalent to tax along with interest if any, that may arise due to non-compliance on your part.
27.4 If you are required to prepare an e-invoice as per rule 48(4), then you are required to issue the same as per applicable provision before supply of goods and services. However, if you are required to prepare the same and could not do so then you are responsible for reimbursement of input tax credit, interest and penalty as the case may be that company has to pay due to above non compliances on your behalf.
27.5 If e-way bill is required to generate for supply then you are required to make such supply under valid e-way bill till the company premises. In the absence of the same, all penalty for such non compliance will be your responsibility.

28. TDS / 194Q:
28.1 Provisions of section 194Q are applicable to the company w.e.f. 01.07.2021 and accordingly company will be deducting TDS at applicable rate from payment due to you. Accordingly, we will not be accepting any invoice where TCS is levied by you post 30th June 2021.
28.2 LD Clause on delay in completion/Handover- 3 weeks from PO date. If you fail to deliver the material within the period specified in the PO, we shall deduct liquidated damages @ 0.5% of basic order price per week subject to maximum of 5% of the basic order value to be reckoned from the PO delivery date to the receipt date at our site. However, grace period of 1 week shall be considered for LD computation"

General EHS Requirement
1. The Contractor is responsible for ensuring that Contractor personnel are fully aware of and comply with the EHS Requirements at all times during performance of the Contract work or whilst on site, including the procedures to be followed in cases of emergency.
2. You will be fully responsible for all the administrative matters and legal compliances related to your manpower, you have to comply, maintain & save all statutory & legal record as per various Acts.
3. Work towards reduction in environment impact, prevention of pollution, reduction in risk related to human being, preventing incidents and injury to human being, improvement in QMS-EMS-OHSAS-FSMS performance by achieving management system.
4. You will be fully responsible for the maintaining of all the safety norms & safe working conditions for your workers.
5. You have to provide required(PPE) personal protective equipment to your workers and enforcement to use PPEs during work.
6. You will be strictly follow safety rules & work permit system in company premises.
7. If found any unsafe act during working time, safety department can stop the work and deduct penalty up to 20% of bill amount, which is direct debited from bill.
8. Your supervisor must be present at site during any type of high risk work.



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APPENDIX - III Service Details

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Sr.No.	Service Description	Qty	UoM	Rate	Amount
1.1	7100371 REPAIR AND MAINTENANCE WORK	1.000	AU	200,000.00	200,000.00
1.2	7100371 REPAIR AND MAINTENANCE WORK	1.000	AU	150,000.00	150,000.00
1.3	7100371 REPAIR AND MAINTENANCE WORK	1.000	AU	150,000.00	150,000.00
				SubTotal	500,000.00

Signature



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Date : 11.06.2022 Revision Date: --

Vendor Name and Address : 6200006439 : JAY LERDADA LOADERS AT LER, POST - KUKMA, BHUIJ 370001 Gujarat-India Tel. : 8758126646 GSTIN No. 24BCBPJ9891G1ZD PAN No. BCBPJ9891G	Billing Address : Ashapura Perfoclay Ltd PP01 : BLEACHING CLAY Survey No.167,Off.Anjar-Bhuj Highway Ler, Nr.Bhujodi,370105 Gujarat,India GSTIN No. 24AAACA9472H1ZO PAN No. AAACA9472H	Contract Details : RFQ no: Date: Rate Contract Ref: PO Start Date: PO End Date:
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Currency : INR Incoterms : ,

Payment Terms : Pay immediately w/o deduction Shipping Type :

#Road Repairing & Maintanace work

#	Item Code	HSN Code/ SAC Code	Material Description	Quantity	UOM	Rate/UOM INR	Material Cost	Tax Type	Tax %	Tax Value
010		998717	Road Repairing & Maintenance work (AMC)	1.000	LE			CGS T	9.0 %	45000.00
	Road Repairing <(>&<)> Maintanace work			BASIC PRICE		500,000.00	500,000.00	SGS T	9.0 %	45000.00
	#From LER Village to APL gate No.2 through JCB, Loader,Tractor and Del.Date:11-JUN-22							IGST		
Sub Total							500,000.00	Total Tax		90,000.00
	dumper with diesel and labour.							CGS T		45,000.00
	Terms <(>&<)> Condition:							SGS T		45,000.00
	1. Payment to be made in 3 phases							IGST		0.00
Gross Total							500,000.00	Total Tax		90,000.00
								PO Total		590,000.00

Amount in Words : FIVE LAKH NINETY THOUSAND Rupees

Important Notes:

- 1.Kindly acknowledge the receipt of this purchase order.
- 2.All annexures enclosed are forming part of the PO / WO.
- 3.PO/WO reference shall be mentioned on invoices and all documents.
- 4.All the Terms and Conditions are as per Appendix - I attached.
- 5.All the invoices shall carry tax registration details else taxes will not be reimbursed.
- 6.Documents supporting the delivery of material / services shall accompany all the invoices.
- 7.Please refer overleaf for general terms and conditions governing this sale.



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Alert:

If any loss of input tax credit of GST arises due to non adherence to GST rules and regulations with regards to payment of TAX and or uploading of returns on the GST NETWORK within prescribed time limits by the supplier then such loss of credit would be payable by the supplier and the company reserves right to recover such losses from the outstanding payable from the account of the supplier.

Computer Generated order, does not require signature

For Ashapura Perfoclay Ltd

Accepted For JAY LERDADA LOADERS

**Chetan Mehra
Authorised Signatory**

Authorised Signatory

E & O.E.

Please return the accepted PO / WO within 7(Seven) days. Non-Receipt of acceptance / comments will mean that the PO / WO along with the all terms and conditions would be deemed to have been accepted.

Terms of Delivery :

Terms & Conditions:

1. Acceptance of Order:

1.1 Buyer shall not be bound by this order until Service Provider executes and returns to Buyer the acknowledgment copy of this order. Service Provider shall be bound by this order and its terms and conditions when it executes and returns the acknowledgment copy, when it otherwise indicates its acceptance of this order or when it renders for Buyer any of the services ordered herein.

1.2 This order expressly limits acceptance to the terms and conditions stated herein, and any additional or different terms or conditions proposed by Service Provider are rejected unless expressly assented to in writing by Buyer. No contract shall exist except as hereinabove provided, unless otherwise mutually agreed by the parties hereto in writing.

2. Amendments:

2.1 The parties agree that this order, including the terms and conditions on the face and reverse side hereof, together with any documents attached hereto or incorporated herein by reference, contains the complete and final contract between Buyer and Service Provider; that no agreement or understanding to modify this order shall be binding upon Buyer unless in writing by Buyer's authorized representative.

3. Changes:

3.1 Buyer reserves the right at any time to make written changes in any one or more of the following: (a) place of delivery; (b) time or frequency of delivery; (c) manner of delivery.

3.2.. Any claim by Service Provider for adjustment under this Article must be approved by Buyer in writing before Service Provider proceeds with such change.

4. Delivery:

4.1 Time is of the essence in the performance of this order, and if the rendering of services is not completed at the times specified, Buyer reserves the right, without liability, and in addition to its other rights and remedies, to take either or both of the following actions: (a) terminate this order by notice effective when received by the Service Provider as to services not yet rendered and to purchase substitute services elsewhere and charge Service Provider with any loss incurred.

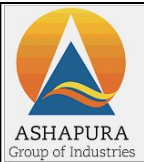
5. Prices and payment terms:

5.1 The prices accepted by Buyer and confirmed in the Purchase Order are fixed for the duration of the Purchase Order and may not be modified without the written agreement of the Buyer and Service Provider. Price increases shall not be binding on Buyer unless evidenced by a purchase order change notice or revision issued and confirmed by Buyer's authorized representative.

5.2 Invoices shall be issued by the Service Provider on a weekly or monthly basis, as required by Buyer. Payment for Services rendered by the Service Provider shall be made by Buyer within thirty (30) days after the date of receipt of a corresponding correct invoice from the supplier or as per agreed payment terms and conditions..

6. Employer's Obligations:

6.1 As an independent company, Service Provider agrees that it has and will have sole responsibility for the health, safety, and welfare of its employees, subcontractors, and agents providing the Services. At all times while performing any obligations at a Buyer's location, Service Provider, its employees, subcontractors and agents will also comply with all applicable Buyer's safety, security and environmental procedures, policies, and guidelines.



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6.2 the Supplier will provide the Services and perform any other obligations in strict compliance with all applicable laws. The buyer will not be responsible for monitoring Service Provider's compliance with any applicable laws.

6.3 the Supplier will comply with all equal employment opportunity and non-discrimination requirements.

6.4 Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of the Services, or any of Service Provider's other obligations, Service Provider will immediately give written notice to Buyer and take all reasonable steps to prevent or resolve the dispute.

6.5 Service Provider will not subcontract any of the Services to other persons or entities without the prior written approval of Buyer. The buyer reserves the right to interview such subcontractors prior to performing any work. All obligations imposed upon Service Provider will be similarly imposed by Service Provider upon any authorized subcontractors. Service Provider's execution of any subcontracts, including subcontracts approved by Buyer, will not relieve, waive or diminish any obligation Service Provider may have to Buyer. Fees for subcontracted Services will be included in the fees and costs billed by the Service Provider.

7. Service Provider's Warranties:

7.1 Service Provider warrants that all services performed for or on behalf of Buyer will be performed in a competent, workmanlike manner and shall be free from faults and defects. Said warranties shall be in addition to any warranties of additional scope given by Service Provider to Buyer. None of said warranties and no other implied or express warranties shall be deemed is claimed or excluded unless evidenced by a purchase order change notice or revision issued and signed by Buyer's authorized representative.

8. Relationship:

8.1 The relationship of Buyer and service Provider is that of independent parties, and neither party is an employee, agent, partner or joint venture of the other. Service Provider shall be solely responsible and liable for any employment-related taxes, insurance premiums or other Employment benefits respecting Service Provider's activity. Buyer shall not be responsible for the payment of any duties or taxes imposed on the income or profits of the Service Provider.

8.2 Nothing in this order shall be construed to preclude Buyer from independently developing, or acquiring from other third parties, any service identical or similar to the Services contemplate herein.

9. Property of Buyer:

9.1 Unless otherwise provided in this order or agreed to in writing, property of every description, including but not limited to, all tooling, tools, equipment and material furnished or made available to Service Provider, title to which is in Buyer, and any replacement thereof shall be and remain the property of Buyer. Such property other than material shall not be modified without the written consent of Buyer. Such property shall be plainly marked or otherwise adequately identified by the Service Provider as being owned by Buyer and shall be safely stored separately and apart from Service Provider's property.

9.2 Service Provider shall not use such property except for the performance of work hereunder or as authorized in writing by Buyer. Such property while in Service Provider's possession or control shall be listed in writing and kept in good condition, shall be held at Service Provider's risk, and shall be kept insured by Service Provider, at its expense, in an amount equal to the replacement cost with loss payable to Buyer. To the extent such property is not material consumed in the performance of this order, it shall be subject to inspection and removal by Buyer and Buyer shall have the right of entry for such purposes without any additional liability whatsoever to the Service Provider. As and when directed by Buyer, Service Provider shall disclose the location of such property, prepare it for shipment and ship it to the Buyer in as good condition as originally received by Service Provider, reasonable wear and tear excepted.

10. Special Tooling:

10.1 The term "special tooling" as used in this Article shall be deemed to include all jigs, dies, fixtures, molds, patterns, special cutting tools, special gauges, special test equipment, other special equipment and manufacturing aids, and drawings and any replacements of the foregoing, acquired or manufactured or used in the performance of this order, which are of such a specialized nature that, without substantial modification or alteration, their use is limited to the performance of the services of the type required by this order. The term does not include (a) items of tooling or equipment heretofore acquired by Service Provider, or replacement thereof, whether or not altered or adapted for use in the performance of this order, (b) consumable small tools, (c) general or special machine tools or similar capital items, or (d) tooling, title to which is in Buyer.

10.2 Service Provider agrees that special tooling shall be retained and not used or reworked except for the performance of work hereunder or as authorized in writing by Buyer. While in Service Provider's possession or control, Service Provider warrants that it will keep the special tooling in good condition fully covered by insurance, and will replace it when lost, destroyed, or necessary for performance of work hereunder.

10.3 Upon cessation or termination of the work under this order for which the special tooling is required, Service Provider shall furnish Buyer a list of the services for the manufacture or performance of which such special tooling was used or designed and shall transfer title to and Possession of the special tooling to Buyer for an amount equal to the unamortized cost thereof, or dispose thereof as Buyer may direct in writing. In addition, Buyer shall have the right to take possession of, including the right of entry for such purpose, any special tooling, title to which Buyer acquires hereunder, without any additional liability whatsoever to the Service Provider.

11. Confidentiality, Inventions:

11.1 All information furnished or made available by Buyer to Service Provider or to Service Provider's employees or subcontractors in connection with the services covered by this order shall be treated as confidential and shall not be disclosed by Service Provider, its employees and subcontractors to any third party either in whole or in part, without Buyer's prior written consent. Service Provider agrees not to assert any claim against Buyer with respect to any information which Service Provider shall have disclosed or may hereafter disclose to Buyer in connection with the services covered by this order.

11.2 Service Provider agrees that all designs, drawings, processes, compositions of material, specifications, software, mask works or other technical information made or furnished by the Service Provider in connection with the services covered by this order, including all rights thereto, shall be the sole and exclusive property of Buyer, free from any restriction, and Service Provider shall protect same against unauthorized disclosure to or use by any third party. Service Provider agrees that, as to all inventions and improvements in such designs, drawings, processes, compositions of material, specifications, software, mask works or other technical information made or furnished by the Service Provider in connection with the services covered by this order.

11.3 Service Provider will promptly identify and disclose such inventions or improvements to Buyer and execute or obtain the execution of any papers as may be necessary to perfect ownership of the inventions or improvements in Buyer or as may be necessary in the obtainment, Maintenance, or enforcement by Buyer of any patent, trademark, copyright, trade secret, mask work right or other proprietary right pertaining to the inventions or improvements.

11.4 The confidentiality provisions and the obligations of this paragraph shall survive termination or completion of this order.



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12. Intellectual Property Indemnification:

12.1 Service Provider agrees (a) to defend, indemnify and hold harmless Buyer, its successors and customers against all claims, demands, losses, suits, damages, liability and expenses (including reasonable attorneys' fees) arising out of any suit, claim or action for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, copyright, mask work or other proprietary right by reason of the services covered by this order, including infringement arising out of compliance with specifications furnished by Buyer, or for actual or alleged misuse or misappropriation of a trade secret resulting directly or indirectly from Service Provider's actions, (b) to waive any claim against Buyer under the Uniform Commercial Code as adopted by the State of Ohio, U.S.A. or otherwise, including any hold harmless or similar claim, in any way related to a claim asserted against Service Provider or Buyer for patent, trademark, copyright or mask work right infringement or the like, including claims arising out of compliance with specifications furnished by Buyer.

12.2 Service Provider assigns to Buyer all right, title and interest in and to all trademarks, copyrights, and mask work rights in any material created for Buyer in connection with this order. The obligations of this paragraph shall survive termination or completion of this order.

13. Indemnification:

13.1 Service Provider further agrees to indemnify and save Buyer harmless from any and all losses, liabilities, damages, claims, demands, suits, actions, proceedings, subrogations and expenses, including court costs and reasonable attorneys' fees, related in any way to this order, or the services performed under this order, which are claimed or made by any person, firm, association or corporation, including employees, workers, servants or agents of Service Provider and his subcontractors arising from any cause or for any reason whatsoever.

13.2 Service Provider further agrees, upon receipt of notification, to promptly assume full responsibility for the defense of any and all such suits, actions, or proceedings which may be brought against Service Provider or against Buyer. In the event Buyer's machinery or equipment is used by Service Provider in the performance of any work that might be required under this order, such machinery or equipment shall be considered as being under the sole custody and control of Service Provider during the period of such use by the Service Provider.

13.3 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES ARISING FROM ANY CLAIM OR ACTION HEREUNDER, BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY.

14. Insurance:

14.1 Service Provider agrees to indemnify and protect Buyer against all liability, claims or demands for injuries or damages to any person or property growing out of the performance of this order.

14.2 Service Provider further agrees to furnish evidence of insurance showing that Service Provider has and will maintain adequate insurance coverage during the life of this order in the opinion of Buyer, including but not limited to comprehensive general liability insurance. Such evidence of insurance must set forth the name of the insurer, policy number, expiration date, and limits of liability. Compliance by Service Provider with insurance requirements does not in any way affect Service Provider's indemnification of Buyer under Article 13 above.

15. Order Cancellation:

15.1 Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Service Provider fails to make reasonable progress towards completion of the order at the times specified, if Service Provider does not make deliveries as specified in the delivery schedule, if Service Provider breaches any of the terms hereof including warranties of Service Provider, if Service Provider makes an arrangement, extension or assignment for the benefit of creditors, if Service Provider dissolves or otherwise ceases to exist or liquidates all or substantially all of its assets, if Service Provider becomes insolvent or if Service Provider generally does not pay its debts as they become due.

15.2 Upon direction of Buyer, Service Provider shall also protect and preserve property in its possession in which Buyer has an interest. The rights and remedies of Buyer set forth in this Article are in addition to, and not in lieu of, any other remedies which Buyer may have in law or equity or pursuant to other Articles of this order.

15.3 If, after cancellation pursuant to this Article, it is determined by a court of competent jurisdiction, or otherwise, that the Service Provider was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued pursuant to Article 16 hereof.

16. Termination:

16.1 Buyer may terminate performance of work under this order in whole or from time to time in part by written notice of termination, whereupon Service Provider will stop work on the date and to the extent specified in the notice and terminate all orders and subcontracts to the extent they relate to the terminated work.

16.2 Within 60 days after receipt of such notice of termination, Service Provider will submit all its claims resulting from such termination. The buyer will have the right to check such claims at any reasonable time or times by inspecting and auditing the records, facilities, work or materials of Service Provider relating to this order.

16.3 Buyer will pay the Service Provider without duplication, the order price for finished work accepted by Buyer, based on any audit Buyer may conduct and United States generally accepted accounting principles. The buyer will make no payments for finished work in excess of any order or release. Notwithstanding the above, payments made under this Article shall not exceed the aggregate price specified in this order less payments otherwise made or to be made. Payment made under this Article constitutes Buyer's only liability in the event this order is terminated hereunder.

16.4 Except as otherwise provided in this order, the provisions of this Article will not apply to any cancellation by Buyer for default by Service Provider or for any other cause allowed by law or under this order.

16.5 Except as otherwise provided in Article 15, the provisions of this Article will not apply to any cancellation by Buyer for default by the Service Provider.

16.6 In no event shall Service Provider be entitled to anticipatory profits or to, special or consequential damages under this order.

17. Compliance with Applicable Laws, Personal Data Processing:

17.1 Service Provider agrees that, in the performance of this order, it will comply with all applicable laws, statutes, rules, regulations or orders of the jurisdiction where the work performed under this order is carried out, as well as all applicable laws of the India

17.2 In providing the Services, Service Provider may have access to one or more Buyer's database, applications, reports, documents and/or other information in hard copy or electronic form that contain or process data



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Reg.office : Ashapura Perfoclay Ltd

Jeevan Udyog Building, 3rd Floor, 278, D. N. Road, Fort Mumbai 400001
CIN No. U14108MH1997PLC107300

SERVICE ORDER

Contract/Order : 4600100627

Revision : --

Date : 11.06.2022

Revision Date: --

relating to identified or identifiable individuals ("Personal Data").Such individuals may include Buyer's employees, temporary workers, contractors, consultants, students, customers, end-users or other business partners. Service Provider acknowledges that Personal Data, in whichever form, is of a very sensitive nature, and hereby undertakes to treat Personal Data strictly confidential and to use them only within the limits authorized by the Buyer and the applicable law. If necessary and upon request of Buyer, Service Provider shall procure for its employees, agents or sub-contractor that they sign Buyer's standard forms regarding the protection of personal data. 17.3 the Parties consent to the processing of their respective personal data and commit to the process said personal data received from the other Party and/or its affiliates in order to perform under this order and comply with any legal, accounting and fiscal requirement, in line with the applicable personal data processing law, including the adoption of the required minimum security measures. In particular, each party agrees expressly that the other party communicates the received personal data to any service provider in- and outside the EU for accounting, financial, contract management purposes.

18. Waiver:

18.1 The failure of Buyer to insist, in any one or more instances upon the performance of any of the terms, covenants or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants or conditions or the future exercise of such right, but the obligation of the Service Provider with respect to such future performance shall continue in full force and effect.

19. Assignment:

19.1 None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Service Provider subcontract for completed or substantially completed material called for by this order without Buyer's prior written consent.

20. Remedies:

20.1 The remedies provided for herein shall be cumulative and in addition to any other or further remedies provided by law or equity. Buyer shall have the right to set off against any amounts payable by Buyer to Service Provider under this order or any other agreements between Buyer and Service Provider any amounts which Service Provider owes to Buyer under this order or otherwise.

20.2 In the event of any disputes arising under this order, Buyer and Service Provider shall proceed diligently with the performance required hereunder pending resolution of any such dispute. If any portion of this order is invalid or unenforceable, the remaining portions of this order shall remain valid and enforceable.

21. Dispute Resolution:

21.1 In the event of a dispute between the parties arising out of or related to this order which solely concerns monetary damages or money due, the parties agree that a meeting shall be held promptly attended by representatives of each party having decision-making authority regarding the dispute to attempt in good faith to negotiate a resolution of the dispute.

21.2 If the parties do not succeed in negotiating a resolution of the dispute, the parties shall use their best efforts to select an alternative dispute resolution procedure ("ADR"), such as a "mini trial" or mediation, to resolve the dispute. If the parties are unable to agree upon a form of ADR within an additional fifteen (15) days, then either party may pursue other available remedies upon written notice to the other party.

21.3 If the parties are able to agree upon a form of ADR, they shall pursue its implementation in good faith and in a timely manner. In the event the ADR does not result in a resolution of the dispute, then either party may pursue other available remedies upon written notice to the other Party.

21.4 All disputes hereunder shall be resolved in the English language. Notwithstanding anything to the contrary herein, any dispute arising hereunder that is not subject to or resolved using an ADR procedure, shall be finally resolved by the Courts in Bhavnagar or Bhuj, India, and such Courts shall have exclusive jurisdiction and venue for resolution of all such disputes, and the parties do hereby irrevocably submit to such jurisdiction and venue, waiving any objection to the contrary hereafter.

22. Governing Law:

22.1 This agreement shall be governed, interpreted and construed by, and in accordance with, the laws of the union of India , without regard to the conflict of laws provisions thereof.

23. Prevailing Language:

This agreement shall be governed, interpreted and construed in the English language hereof, regardless of any translations that may be made into any other language.

24. Force Majeure:

For the purposes of this Purchase Order, an event of "force majeure" shall mean any or all of the following events or occurrences: strikes, work stoppages or other labor difficulties; fires, floods or other acts of God; transportation delays; acts of government or any subdivision or agency thereof; or any other cause, whether or not similar to the causes or occurrence enumerated above which are beyond the control of the party claiming the occurrence of a force majeure event and which delays, interrupts or prevents such party from performing its obligations under this Purchase Order.

Notwithstanding any provision hereof to the contrary, the reduction, depletion, shortage, curtailment or cessation of Supplier's raw materials or any other supplies or materials of the Supplier shall not be regarded as an event of force majeure. The party affected by a force majeure event shall give notice thereof to the other party within ten days following the occurrence thereof, and shall advise the other party of the probable extent to which the affected party will be unable to perform or will be unable to perform or will be delayed in performing its obligations hereunder. The affected party shall exercise due diligence to eliminate or remedy the force majeure cause and shall give the other party prompt notice when that has been accomplished. Except as provided herein, if the performance of this Purchase Order by either party is delayed, interrupted or prevented by reason of any event of force majeure, both parties shall be excused from performing hereunder while and to the extent that the force majeure condition exists after which the parties' performance shall be resumed. Notwithstanding the foregoing, within five days following a Supplier's declaration of a force majeure event which prevents its full and/or timely delivery of the goods hereunder, Buyer may, at its option and without liability.

25.1 Require Supplier to apportion among its customers the goods available for delivery during the force majeure period:

25.2 Cancel any or all delayed or reduced deliveries:

25.3 Cancel any outstanding deliveries hereunder and terminate this Purchase Order. If Buyer accepts reduced deliveries or cancels the same, Buyer may procure substitute goods from other sources, in which event this contract shall be deemed modified to eliminate the Supplier's obligation to sell and Buyer's obligation to purchase such substituted goods. After cessation of a force majeure event declared by Supplier, Supplier shall, at Buyer's option but not otherwise, be obligated to deliver goods not delivered during the force majeure period. After cessation of a force majeure event declared by the Buyer, neither party shall be obligated to deliver or



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Reg.office : Ashapura Perfoclay Ltd

Jeevan Udyog Building, 3rd Floor, 278, D.
N. Road, Fort Mumbai 400001
CIN No. U14108MH1997PLC107300

SERVICE ORDER

Contract/Order : 4600100627

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Date : 11.06.2022

Revision Date: --

purchase goods not so delivered and purchased during the force majeure period.

26. Warranty:

The seller warrants that all goods delivered hereunder shall be merchantable, fit for their particular purpose and free from defects, whether latent or apparent. The seller warrants that all services performed hereunder shall be performed in a workmanlike manner, free from errors. Seller's warranties shall be enforceable by Buyer and shall run to Buyer's customer(s). The seller warrants that all services shall be performed in a good and workmanlike manner by qualified, trained personnel consistent with the industry.

27. GST:

27.1 If you are liable to prepare e invoice as per the provisions of Goods and Service Tax Act and if you fail to do so, you will be liable to compensate us with the amount equivalent to tax along with interest, if any, that may arise due to non-compliance on your part.

27.2 If you fail to upload invoice under the GST rules in respect of supplies made by you and consequently if we are unable to claim Input Tax Credit (ITC) on such supplies, you will be liable to compensate us with the amount equivalent to tax along with interest if any, that may arise due to non-compliance on your part.

27.3 If you are liable to send a tax invoice along with QR code as per provision of goods and service tax and if you fail to do so, you will be liable to compensate us with the amount equivalent to tax along with interest if any, that may arise due to non-compliance on your part. 28. TDS / 194Q: 28.1 Provisions of section 194Q are applicable to the company w.e.f. 01.07.2021 and accordingly company will be deducting TDS at applicable rate from payment due to you. Accordingly, we will not be accepting any invoice where TCS is levied by you post 30th June 2021.

28. TDS / 194Q:

28.1 Provisions of section 194Q are applicable to the company w.e.f. 01.07.2021 and accordingly company will be deducting TDS at applicable rate from payment due to you. Accordingly, we will not be accepting any invoice where TCS is levied by you post 30th June 2021.

General EHS Requirement

1. The Contractor is responsible for ensuring that Contractor personnel are fully aware of and comply with the EHS Requirements at all times during performance of the Contract work or whilst on site, including the procedures to be followed in cases of emergency.

2. You will be fully responsible for all the administrative matters and legal compliances related to your manpower, you have to complies, maintain & save all statutory & legal record as per various Acts.

3. Work towards reduction in environment impact, prevention of pollution, reduction in risk related to human being, preventing incidents and injury to human being, improvement in QMS-EMS-OHSAS-FSMS performance by achieving management system.

4. You will be fully responsible for the maintaining of all the safety norms & safe working conditions for your workers.

5. You have to provide required(PPE) personal protective equipment to your workers and enforcement to use PPEs during work.

6. You will be strictly follow safety rules & work permit system in company premises.

7. If found any unsafe act during working time, safety department can stopped the work and deduct penalty up to 20% of bill amount, which is direct debited from bill.

8. Your supervisor must be present at site during any type of high risk work.



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Reg.office : Ashapura Perfoclay Ltd

Jeevan Udyog Building, 3rd Floor, 278, D. N. Road, Fort Mumbai 400001
CIN No. U14108MH1997PLC107300

APPENDIX - III Service Details

Contract/Order : 4600100627		Revision : --			
Date : 11.06.2022		Revision Date: --			
Sr.No.	Service Description	Qty	UoM	Rate (INR)	Amount (INR)
1.1	7100371 REPAIR AND MAINTENANCE WORK Road Repairing & Maintanace work #From LER Village to APL gate No.2 through JCB, Loader,Tractor and dumper with diesel and labour. Terms & Condition: 1. Payment to be made in 3 phases 2. First payment of 2 lakhs to be made when work starts. 3. Rs. 1.5 lakhs payment to be made after 6 months. 4. Remaining amount of Rs. 1.5 lakhs to be made after completion of one year.	1	AU	200,000.00	200,000.00
1.2	7100371 REPAIR AND MAINTENANCE WORK Road Repairing & Maintanace work #From LER Village to APL gate No.2 through JCB, Loader,Tractor and dumper with diesel and labour. Terms & Condition: 1. Payment to be made in 3 phases 2. First payment of 2 lakhs to be made when work starts. 3. Rs. 1.5 lakhs payment to be made after 6 months. 4. Remaining amount of Rs. 1.5 lakhs to be made after completion of one year.	1	AU	150,000.00	150,000.00
1.3	7100371 REPAIR AND MAINTENANCE WORK Road Repairing & Maintanace work #From LER Village to APL gate No.2 through JCB, Loader,Tractor and dumper with diesel and labour. Terms & Condition: 1. Payment to be made in 3 phases 2. First payment of 2 lakhs to be made when work starts. 3. Rs. 1.5 lakhs payment to be made after 6 months. 4. Remaining amount of Rs. 1.5 lakhs to be made after completion of one year.	1	AU	150,000.00	150,000.00
SubTotal					500,000.00

Signature



**ANALYSIS REPORT FOR
AIR**

Sample ID:502443

**GUJARAT POLLUTION CONTROL
BOARD**KUTCH WEST, KATIRA COMMERCIAL COMPLEX-
1, FIRST FLOOR , NEAR INCOME TAX OFFICE,
MANGLAM CHAR RASTA ,SANSKAR NAGAR.,
BHUJ - 370 001, (T) (02832) 250 620**Test Report No. : 9847****Date: 11/02/2026**

1. Name of the Customer : M/s Ashapura Perfoclay Ltd
 2. Address: : PLOT NO:S.no.167,163 & 164, Village: Ler, S.no.167,163 & 164, Village:
 Ler, , Ler - 370020 DIST: Kutch West, TAL: Bhuj
 3. Type of Sample : AIR
 4. Sample Collected By : 521 - H M SORATHIA, SO
 5. Quantity of Sample Received : 25ml each for SO2 and NOx
 6. Code No. of the Sample : 8164678
 7. Date & Time of Collection & Inwarding : 28/01/2026 11:40 to 28/01/2026 12:10 & 29/01/2026
 8. Date of Start & Completion of Analysis : 29/01/2026 & 11/02/2026
 9. Sampling Point : Fr. Stack attached to Boiler No-5(6TPH)
 10. Flow Details (Remarks) : Imp.Coal
 11. Mode of Disposal : APH+MDC+BF+WS
 12. Ultimate Receiving Body : T-7869
 13. Temperature on Collection : 122 & pH Range on pH Strip : For PM(450 Ltrs.),60Ltrs. for SO2 & 1124.8
 NOx
 14. Carboys Nos : -----
 15. Parameters : 3

Sr	Parameter	Unit	Test Method	Result
1	1 - PM-Stack	MG/NM3	IS: 11255 (Part – 1), 1985 (Reaffirmed 1999)	54
2	3 - SO2-Stack (PPM)	PPM	IS: 11255 (Part – 2), 1985 (Reaffirmed 2009)	42
3	29 - NOX-Stack	PPM	IS:11255(Part-7), 2005	1.96

Laboratory Remarks : approve By:325-Satish R Parmar, SSO Dt.: 11/02/2026

Satish R Parmar, SSO

**ANALYSIS REPORT FOR
AIR**

Sample ID:502435

**GUJARAT POLLUTION CONTROL
BOARD**

KUTCH WEST, KATIRA COMMERCIAL COMPLEX-
1, FIRST FLOOR , NEAR INCOME TAX OFFICE,
MANGLAM CHAR RASTA ,SANSKAR NAGAR.,
BHUJ - 370 001, (T) (02832) 250 620

Test Report No. : 9848

Date: 11/02/2026

1. Name of the Customer : M/s Ashapura Perfoclay Ltd
 2. Address: : PLOT NO:S.no.167,163 & 164, Village: Ler, S.no.167,163 & 164, Village:
 Ler, , Ler - 370020 DIST: Kutch West, TAL: Bhuj
 3. Type of Sample : AIR
 4. Sample Collected By : 521 - H M SORATHIA, SO
 5. Quantity of Sample Received : -----
 6. Code No. of the Sample : 6956902
 7. Date & Time of Collection & Inwarding : 28/01/2026 12:25 to 28/01/2026 12:55 & 29/01/2026
 8. Date of Start & Completion of Analysis : 29/01/2026 & 11/02/2026
 9. Sampling Point :
 10. Flow Details (Remarks) : ----
 11. Mode of Disposal : CyC+BF+WS
 12. Ultimate Receiving Body : T-7868
 13. Temperature on Collection : 42 & pH Range on pH Strip : 480 Ltrs. for PM
 14. Carboys Nos : -----
 15. Parameters : 1

Sr	Parameter	Unit	Test Method	Result
1	1 - PM-Stack	MG/NM3	IS: 11255 (Part – 1), 1985 (Reaffirmed 1999)	48

Laboratory Remarks : approve By:325-Satish R Parmar, SSO Dt.: 11/02/2026

Satish R Parmar, SSO

**ANALYSIS REPORT FOR
AIR**

Sample ID:495301

**GUJARAT POLLUTION CONTROL
BOARD**

KUTCH WEST, KATIRA COMMERCIAL COMPLEX-
1, FIRST FLOOR , NEAR INCOME TAX OFFICE,
MANGLAM CHAR RASTA ,SANSKAR NAGAR.,
BHUJ - 370 001, (T) (02832) 250 620

Test Report No. : 9623

Date: 16/10/2025

1. Name of the Customer : M/s Ashapura Perfoclay Ltd
 2. Address: : PLOT NO:S.no.167,163 & 164, Village: Ler, S.no.167,163 & 164, Village:
 Ler, , Ler - 370020 DIST: Kutch West, TAL: Bhuj
 3. Type of Sample : AIR
 4. Sample Collected By : 521 - H M SORATHIA, SO
 5. Quantity of Sample Received : 25ml each for SO₂ and NO_x
 6. Code No. of the Sample : 5272781
 7. Date & Time of Collection & Inwarding : 10/10/2025 14:30 to 10/10/2025 15:00 & 13/10/2025
 8. Date of Start & Completion of Analysis : 13/10/2025 & 16/10/2025
 9. Sampling Point : Fr.Stack attached to Boiler No-4(6TPH)
 10. Flow Details (Remarks) : Imp.Coal
 11. Mode of Disposal : APH+MDC+BF+WS
 12. Ultimate Receiving Body : T-7863
 13. Temperature on Collection : 118 & pH Range on pH Strip : For PM(460 ltrs.)& For SO_x,NO_x- 60 ltrs.
 each
 14. Carboys Nos : Barcode
 15. Parameters : 3

Sr	Parameter	Unit	Test Method	Result
1	1 - PM-Stack	MG/NM3	IS: 11255 (Part – 1), 1985 (Reaffirmed 1999)	86
2	3 - SO ₂ -Stack (PPM)	PPM	IS: 11255 (Part – 2), 1985 (Reaffirmed 2009)	48
3	29 - NO _x -Stack	PPM	IS:11255(Part-7), 2005	0.76

Laboratory Remarks : approve By:325-Satish R Parmar, SSO Dt.: 16/10/2025

Satish R Parmar, SSO

**ANALYSIS REPORT FOR
AIR**

Sample ID:495302

**GUJARAT POLLUTION CONTROL
BOARD**

KUTCH WEST, KATIRA COMMERCIAL COMPLEX-
1, FIRST FLOOR , NEAR INCOME TAX OFFICE,
MANGLAM CHAR RASTA ,SANSKAR NAGAR.,
BHUJ - 370 001, (T) (02832) 250 620

Test Report No. : 9624

Date: 16/10/2025

1. Name of the Customer : M/s Ashapura Perfoclay Ltd
 2. Address: : PLOT NO:S.no.167,163 & 164, Village: Ler, S.no.167,163 & 164, Village:
 Ler, , Ler - 370020 DIST: Kutch West, TAL: Bhuj
 3. Type of Sample : REP
 4. Sample Collected By : 521 - H M SORATHIA, SO
 5. Quantity of Sample Received : -----
 6. Code No. of the Sample : 8316449
 7. Date & Time of Collection & Inwarding : 10/10/2025 15:15 to 10/10/2025 20:45 & 13/10/2025
 8. Date of Start & Completion of Analysis : 13/10/2025 & 16/10/2025
 9. Sampling Point : Fr.Stack attached to Dryer No-6
 10. Flow Details (Remarks) : HSD
 11. Mode of Disposal : BF+CYC+WS
 12. Ultimate Receiving Body : T-7864
 13. Temperature on Collection : ---- & pH Range on pH Strip : For PM-420 Ltrs.
 14. Carboys Nos : Barcode
 15. Parameters : 1

Sr	Parameter	Unit	Test Method	Result
1	1 - PM-Stack	MG/NM3	IS: 11255 (Part – 1), 1985 (Reaffirmed 1999)	60

Laboratory Remarks : approve By:325-Satish R Parmar, SSO Dt.: 16/10/2025

Satish R Parmar, SSO

**ANALYSIS REPORT FOR
AIR**

Sample ID:498197

**GUJARAT POLLUTION CONTROL
BOARD**

KUTCH WEST, KATIRA COMMERCIAL COMPLEX-
1, FIRST FLOOR , NEAR INCOME TAX OFFICE,
MANGLAM CHAR RASTA ,SANSKAR NAGAR.,
BHUJ - 370 001, (T) (02832) 250 620

Test Report No. : 9705

Date: 20/12/2025

1. Name of the Customer : M/s Ashapura Perfoclay Ltd
 2. Address: : PLOT NO:S.no.167,163 & 164, Village: Ler, S.no.167,163 & 164, Village:
 Ler, , Ler - 370020 DIST: Kutch West, TAL: Bhuj
 3. Type of Sample : REP
 4. Sample Collected By : 521 - H M SORATHIA, SO
 5. Quantity of Sample Received : 25ml each for SO₂ and NO_x
 6. Code No. of the Sample : 1403070
 7. Date & Time of Collection & Inwarding : 02/12/2025 14:45 to 02/12/2025 15:15 & 03/12/2025
 8. Date of Start & Completion of Analysis : 03/12/2025 & 20/12/2025
 9. Sampling Point : From Stack attached to Boiler No.5
 10. Flow Details (Remarks) : Coal
 11. Mode of Disposal : APH + MDC + BF + WS
 12. Ultimate Receiving Body : T7875
 13. Temperature on Collection : 106 & pH Range on pH Strip : 512.70 Lit. for PM, 58.5 Lit. for SO₂, 1123.9
 ml for NO_x
 14. Carboys Nos : Barcode
 15. Parameters : 3

Sr	Parameter	Unit	Test Method	Result
1	1 - PM-Stack	MG/NM3	IS: 11255 (Part – 1), 1985 (Reaffirmed 1999)	62
2	3 - SO ₂ -Stack (PPM)	PPM	IS: 11255 (Part – 2), 1985 (Reaffirmed 2009)	26
3	29 - NO _x -Stack	PPM	IS:11255(Part-7), 2005	1.76

Laboratory Remarks : ----- By:521-H M Sorathia, SO Dt.: 20/12/2025

H M Sorathia, SO

**ANALYSIS REPORT FOR
AIR**

Sample ID:498205

**GUJARAT POLLUTION CONTROL
BOARD**

KUTCH WEST, KATIRA COMMERCIAL COMPLEX-
1, FIRST FLOOR , NEAR INCOME TAX OFFICE,
MANGLAM CHAR RASTA ,SANSKAR NAGAR.,
BHUJ - 370 001, (T) (02832) 250 620

Test Report No. : 9706

Date: 20/12/2025

1. Name of the Customer : M/s Ashapura Perfoclay Ltd
 2. Address: : PLOT NO:S.no.167,163 & 164, Village: Ler, S.no.167,163 & 164, Village:
 Ler, , Ler - 370020 DIST: Kutch West, TAL: Bhuj
 3. Type of Sample : REP
 4. Sample Collected By : 521 - H M SORATHIA, SO
 5. Quantity of Sample Received : -----
 6. Code No. of the Sample : 3556049
 7. Date & Time of Collection & Inwarding : 02/12/2025 15:30 to 02/12/2025 16:00 & 03/12/2025
 8. Date of Start & Completion of Analysis : 03/12/2025 & 20/12/2025
 9. Sampling Point : From Stack attached to Dryer No. 7
 10. Flow Details (Remarks) : --
 11. Mode of Disposal : Cyclone + BF + WS
 12. Ultimate Receiving Body : T7874
 13. Temperature on Collection : 40 & pH Range on pH Strip : 420 Lit
 14. Carboys Nos : Barcode
 15. Parameters : 1

Sr	Parameter	Unit	Test Method	Result
1	1 - PM-Stack	MG/NM3	IS: 11255 (Part – 1), 1985 (Reaffirmed 1999)	56

Laboratory Remarks : ----- By:521-H M Sorathia, SO Dt.: 20/12/2025

H M Sorathia, SO

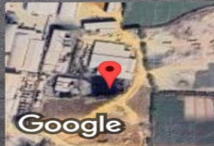


Acid reactor area ANNEXURE-R-18



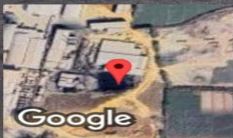



COAL STORAGE YARD ALL SIDE COVER WITH SHEET



Kachchh, Gujarat, India 
6p3w+26w, Ashapura Volclay Rd, Gujarat 370105,
India, Kachchh, Gujarat 370105, India
Lat 23.202413° Long 69.74542°
Saturday, 11/04/2026 01:36 PM GMT +05:30

 GPS Map Camera



Kachchh, Gujarat, India 
6p3w+26w, Ashapura Volclay Rd, Gujarat 370105, India,
Kachchh, Gujarat 370105, India
Lat 23.202407° Long 69.745421°
Saturday, 11/04/2026 01:36 PM GMT +05:30

 GPS Map Camera



ANNEXURE-R-19









