

BEFORE THE NATIONAL GREEN TRIBUNAL
WESTERN ZONE BENCH, PUNE

ORIGINAL APPLICATION NO.58 OF 2024 (WZ)
[EARLIER ORIGINAL APPLICATION NO.30 OF 2024 (PB)]

ANAND SOMAN & ANR.

.....APPLICANTS

VERSUS

STATE OF MAHARASHTRA & ORS.

....RESPONDENTS

**REPLY ON BEHALF OF RESPONDENT NO. 9, AS IMPLEADED
VIDE ORDER DT. 23.06.2025, PASSED BY THE HON'BLE
TRIBUNAL IN THE CAPTIONED MATTER.**

PAPER BOOK

(FOR INDEX KINDLY SEE INSIDE)

ADVOCATE FOR RESPONDENT NO. 9: MANDEEP KALRA

**BEFORE THE NATIONAL GREEN TRIBUNAL
WESTERN ZONE BENCH, PUNE**

**ORIGINAL APPLICATION NO.58 OF 2024 (WZ)
[EARLIER ORIGINAL APPLICATION NO.30 OF 2024 (PB)]**

ANAND SOMAN & ANR.

.....APPLICANTS

VERSUS

STATE OF MAHARASHTRA & ORS.

....RESPONDENTS

INDEX

S. NO.	PARTICULARS	PAGE NO.
1.	REPLY ON BEHALF OF RESPONDENT NO. 9, AS IMPEADED VIDE ORDER DT. 23.06.2025, PASSED BY THE HON'BLE TRIBUNAL IN THE CAPTIONED MATTER, WITH VERIFYING AFFIDAVIT.	1-26
2.	ANNEXURE R/1: A COPY OF THE PARTICULARS OF SOLID WASTE DISPOSAL, AS ON 15.07.2025.	27
3.	ANNEXURE R/2: A COPY LETTER DATED 31.05.2025, ISSUED BY TEPS.	28
4.	ANNEXURE R/3: A COPY LETTER DATED 22.05.2025, ISSUED BY TEPS.	29-40

5.	ANNEXURE R/4: A COPY LETTER DATED 06.07.2022, ISSUED BY MPCB.	41
6.	ANNEXURE R/5: A COPY THE LETTER DATED 03.07.2024, ISSUED BY TEPS.	42
7.	ANNEXURE R/6: A COPY OF THE CERTIFICATE OF INCORPORATION AND THE MEMORANDUM OF ASSOCIATION.	43-71

THROUGH:



MANDEEP KALRA
ADVOCATE FOR RESPONDENT NO. 9

PLACE: NEW DELHI
DATE: 28.07.2025

BEFORE THE NATIONAL GREEN TRIBUNAL

WESTERN ZONE BENCH, PUNE

ORIGINAL APPLICATION NO.58 OF 2024 (WZ)

[EARLIER ORIGINAL APPLICATION NO.30 OF 2024 (PB)]

ANAND SOMAN & ANR.

.....APPLICANTS

VERSUS

STATE OF MAHARASHTRA & ORS.

....RESPONDENTS

REPLY ON BEHALF OF RESPONDENT NO. 9, AS IMPLEADED

VIDE ORDER DT. 23.06.2025, PASSED BY THE HON'BLE

TRIBUNAL IN THE CAPTIONED MATTER.

MOST RESPECTFULLY SHOWETH:

Background:-

1. That the National Green Tribunal, Western Zone Bench, Pune, in the captioned matter on last date of hearing i.e. 23.06.2025, observed as under:

"In the present Original Application, cognizance has been taken suo moto on the basis of a letter petition received through e-mail from Mr. Anand Soman and Ms. Archana Patil raising therein the issue of pollution in Pasthan village due to the chemical effluents from the adjacent factories being discharged into the natural drains, which are flowing through their village during the last 35/40 years.

After receipt of the above complaint, a Joint Committee was constituted by the Tribunal, which has submitted its report dated September 2024 after inspection of the site in question."

[EMPHASIS SUPPLIED]

2. That the above-referenced letter petition is extracted as under:

"Pasthal village has been completely affected due to the factory in Tarapur, MIDC area. For about 30/40 years, the chemical effluents from the adjacent factories are being discharged into the natural drains flowing through the village of Pasthal."

[EMPHASIS SUPPLIED]

3. That whilst emphasizing inaction by the concerned authorities, the Applicants have also enumerated their grievances. In this vein, it is further extracted as under:

"The seashore, creek and riverbeds of Pasthal village have been polluted by releasing chemical wastewater. And now a plan was made to release chemical waste water under the false pretense that a pipeline of 5 feet diameter was laid to carry rainwater, because of awareness of citizens..."

In the industrial area chemical chambers are being overflowed and the chemical effluents of the factory are

being burnt out but no concern action is taken against the factory.

Bhageria Industries has piled up the sludge and chemical waste water...hazardous are being stored in a large well... 80% chemical sewage pollution in Pasthan village is caused by Bhageria Industries Company. It should be closed permanently."

4. That pertinently, the recommendations of the Joint Committee, concerning TEPS-CETP are reproduced as under:

"4.3... every industry pays the treatment charges to CETP, hence the CETP must treat the entire generated effluent in the area so as to avoid any untreated effluent finding its way into natural nalla/sea.

4.5. As directed by MPCB vide orders dated 28.11.2023 and 11.12.2023 MIDC & CETP shall

ensure transportation of entire effluent through the drainage system only.

4.7 The TEPS CETP shall complete the construction of the remaining 25 MLD (SECOND PHASE 12.5 X 2 MODULE) capacity on war footing basis in a time-bound manner & commission the same.

4.8 Desludging of MIDC Collection Sumps and various tanks in the old CETP as well as new CETP and disposal of sludge stored in the CETP premises shall be done in regular intervals by MIDC & TEPS-CETP authority."

[EMPHASIS SUPPLIED]

A COPY OF THE PARTICULARS OF SOLID WASTE DISPOSAL, AS ON 15.07.2025 IS MARKED AND ANNEXED AS **ANNEXURE R/1**.

5. That MPCB vide the Affidavit dated 17.06.2025 has at Paragraph No. 12 (B) enumerated certain following directions

given to Tarapur CETP (I-VIII); and our compliance to the same is tabulated herin below.

Preliminary Submissions:-

6. That our response to the recommendations of the Joint Committee, concerning TEPS-CETP are tabulated as under:

<u>No.</u>	<u>Recommendations</u>	<u>Response</u>
1.	<p><i>4.3... every industry pays the treatment charges to CETP, hence the CETP must treat the entire generated effluent in the area so as to avoid any untreated effluent finding its way into natural nalla/sea.</i></p>	<p>That a mere perusal of the Letter dated 31.05.2025, addressed to Maharashtra Industrial Development Corporation, in compliance of the aforesaid directions issued by MPCB for inter alia <u>"de-clogging" manholes until/ before 31.05.2025 and cessation of tanker movement,</u> would reveal that compliance is pending on behalf of Maharashtra</p>

		<p>Industrial Development Corporation.</p> <p>That TEPS vide the Letter dated 22.05.2025, as regards <u>recurring discrepancies vide MPCB reports</u>, has furnished their response to MPCB Directions dated 16.05.2025, and the relevant extract thereof has been reproduced as under:</p> <p><i>"Now, once again, we have noticed (Refer Annexure C) that the JVS sample results published by MPCB for samples collected in February and March, 2025 show COD and BOD values that are over 50% higher</i></p>
--	--	--

		<p><i>than those analyzed by TEPS for the same CETP outlet samples. Such a large difference is technically implausible. The CTEP is operated 24*7, having almost 79 hours retention period, wherein such large variation in results is impossible.”</i></p> <p>A COPY LETTER DATED 31.05.2025, ISSUED BY TEPS IS MARKED AND ANNEXED AS ANNEXURE R/2.</p> <p>A COPY LETTER DATED 22.05.2025, ISSUED BY TEPS IS MARKED AND ANNEXED AS</p>
--	--	--

		ANNEXURE R/3.
2.	<p>4.5. As directed by MPCB vide orders dated 28.11.2023 and 11.12.2023 MIDC & CETP shall ensure transportation of entire effluent through the drainage system only.</p>	<p>That MPCB vide Letter dated 06.07.2022, had earlier issued the following directions:</p> <p><i>"The TEPS-CETP is designed to treat the effluent which needs to have COD values below 3500 mg/lit. <u>From routine analysis of effluent at CETP it is noted that effluent is having COD values more than 3500 mg/lit. and which was hampering the operation and maintenance of CETP, resulting in non-achievement of disposal standards... it was</u></i></p>

		<p><u>decided to initiate the</u></p> <p><u>tanker movement</u> i.e.</p> <p>treated effluent from</p> <p>member industries</p> <p>(excluding textile and</p> <p>chemical industries having</p> <p>large quantity of effluent)</p> <p>will be transported through</p> <p>authorized tankers with</p> <p>GPS system and there shall</p> <p>not be any discharge into</p> <p>the MIDC drainage line,</p> <p>thus to achieve this there is</p> <p>a need to close/ block the</p> <p>chambers. <u>The tanker</u></p> <p><u>movement and blocking</u></p> <p><u>of chambers has shown</u></p> <p><u>good results i.e. CETP</u></p> <p><u>started to receive the</u></p> <p><u>effluent having COD</u></p>
--	--	---

		<p><u><i>values less than 3500 mg/lit."</i></u></p> <p>[EMPHASIS SUPPLIED]</p> <p>A COPY LETTER DATED 06.07.2022, ISSUED BY MPCB, IS MARKED AND ANNEXED AS ANNEXURE R/4.</p>
3.	<p><i>4.7 The TEPS CETP shall complete the construction of the remaining 25 MLD (SECOND PHASE 12.5 X 2 MODULE) capacity on war footing basis in a time-bound manner & commission the</i></p>	<p>That TEPS vide the Letter dated 22.05.2025, has further enumerated compliance to the aforesaid MPCB Directions dated 16.05.2025 as under:</p> <p><i>"TEPS Management is keen and taking daily review.</i></p> <p><u><i>Besides this TEPS Board constituted Project Committee to monitor CETP activity as also</i></u></p>

	<p><i>same.</i></p>	<p><u><i>daily reviewing and</i></u> <u><i>fulfilling CETP's</i></u> <u><i>operation wise</i></u> <u><i>requirements.</i></u></p> <p>...</p> <p><u><i>Balance 25 MLD CETP</i></u> <u><i>expansion proposal is</i></u> <u><i>ready with all respect.</i></u></p> <p><i>Civil contractor appointed, but since early monsoon, TEPS decided to start the Balance 25 MLD CETP project work, immediate post monsoon and will complete well before 150 days target completion time.</i></p> <p>...</p> <p><u><i>TEPS will re-submit the</i></u></p>
--	---------------------	---

		<p><u><i>project completion</i></u> <u><i>schedule in month of</i></u> <u><i>October, 1st week</i></u> <u><i>(before one month of</i></u> <u><i>completion of monsoon</i></u> <u><i>period).</i></u></p> <p>[EMPHASIS SUPPLIED]</p> <p>Furthermore, TEPS has already constructed the RCC Road in 50 MLD CETP.</p>
4.	<p><i>4.8 Desludging of MIDC Collection Sumps and various tanks in the old CETP as well as new CETP and disposal of sludge stored in the CETP</i></p>	<p>That TEPS vide the Letter dated 22.05.2025, has further enumerated compliance to the aforesaid MPCB Directions dated 16.05.2025 as under:</p> <p><u><i>“TEPS have considered sludge dryer for sludge drying purpose along</i></u></p>

<p><i>premises shall be done in regular intervals by MIDC & TEPS-CETP authority."</i></p>	<p><u><i>with 3000 sq. mtr. RCC platform for conventional sludge drying along with sludge turning arrangement.</i></u></p> <p><i>TEPS deployed Technical Person in monitoring the effluent discharge from the industries along with downstream team.</i></p> <p><i>He will monitor all effluent discharging industries discharge and will regularly establish interaction with MIDC.</i></p> <p>...</p>
---	---

		<p><u>Since TEPS is in operation almost from last 5 years, TEPS started revamping of machinery, overhauling of Turbo Blowers, Pump & Screens to maintain its operational efficiency of machinery, which in turn will improve the process efficiency & performance of CETP.</u></p> <p><u>In the last one-year TEPS spent almost 3 Crore on equipment's overhauling & replacement.</u></p>
--	--	---

		<p>[EMPHASIS SUPPLIED]</p> <p>TEPS has already engaged with the vendor by paying an advance for the procurement of dryer.</p> <p>A COPY THE LETTER DATED 03.07.2024, ISSUED BY TEPS, IS MARKED AND ANNEXED AS ANNEXURE R/5.</p>
--	--	--

7. That our response to the aforesaid Affidavit dated 17.06.2025, particularly directions given to Tarapur CETP (I-VIII) at Paragraph No. 12 (B), is given as under:

a) TEPS vide the Letter dated 22.05.2025, as regards recurring discrepancies vide MPCB reports, has furnished their

response to MPCB Directions dated 16.05.2025, and the relevant extract thereof has been reproduced as under:

"MPCB has been collecting JVS samples on a weekly basis & taking legal samples and subsequently publishing the results on the official website. However we have observed significant discrepancies in the reported values, despite both TEPS and MPCB using the same analysis methodology.

...

A similar issue in April had arisen in April last year... The results from both sides were closely aligned, with only a marginal difference of 6mg/L in COD values (Refer Annexure A).

Further, in December 2024, TEPS again communicates discrepancies between the analytical results of TEPS and MPCB for the same samples (Refer Annexure B).

Now, once again, we have noticed (Refer Annexure C) that the JVS sample results published by MPCB for samples

*collected in February and March, 2025 show COD and BOD values that are over 50% higher than those analyzed by TEPS for the same CETP outlet samples. Such a large difference is technically implausible. The CTEP is operated 24*7, having almost 79 hours retention period, wherein such large variation in results is impossible."*

- b) TEPS vide the Letter dated 22.05.2025, in respect of **regular compliance**, has duly furnished their response to MPCB Directions dated 16.05.2025, and the relevant extract thereof has been reproduced as under:

"TEPS has made it a regular practice of sharing JVS/LES Counter Samples TEPS Analysed Results to MPCB RO & SRO Office on their official email ID in next day or two."

- c) TEPS vide the Letter dated 22.05.2025, besides regular compliance, has also emphasized exercising abundant caution by sending the samples for **"Third Party" analysis**.

d) TEPS vide the Letter dated 22.05.2025, has further enumerated compliance to the aforesaid MPCB Directions dated 16.05.2025 as under:

*"TEPS Management is keen and taking daily review. **Besides this TEPS Board constituted Project Committee to monitor CETP activity as also daily reviewing and fulfilling CETP's operation wise requirements.***

...

***Balance 25 MLD CETP expansion proposal is ready with all respect.** Civil contractor appointed, but since early monsoon, TEPS decided to start the Balance 25 MLD CETP project work, immediate post monsoon and will complete well before 150 days target completion time.*

...

TEPS will re-submit the project completion schedule in month of October, 1st week (before one month of completion of monsoon period).

...

TEPS have considered sludge dryer for sludge drying purpose along with 3000 sq. mtr. RCC platform for conventional sludge drying along with sludge turning arrangement.

TEPS deployed Technical Person in monitoring the effluent discharge from the industries along with downstream team.

He will monitor all effluent discharging industries discharge and will regularly establish interaction with MIDC.

...

Since TEPS is in operation almost from last 5 years, TEPS started revamping of machinery, overhauling of Turbo Blowers, Pump & Screens to maintain its operational efficiency of machinery, which in turn will improve the process efficiency & performance of CETP.

In the last one-year TEPS spent almost 3 Crore on equipment's overhauling & replacement.

...

TEPS has its own 2 Way SCADA Control Center & dedicated officer. There are 210 industries connected to SCADA, TEPS is bringing all the connected industries online.

...

TEP is sending circular to industries to connect to avail certificate from MIDC for having single discharge point and positive discharge arrangement.

TEPS appointed dedicated Technical officer for monitoring positive discharge at MIDC chambers and will communicate results on a weekly basis.

The dedicated officer will report on compliance to TEPS by visiting effluent discharging industries."

[EMPHASIS SUPPLIED]

8. That furthermore, a mere perusal of the Letter dated 31.05.2025, addressed to Maharashtra Industrial Development Corporation, in compliance of the aforesaid directions issued by MPCB for inter alia **"de-clogging" manholes until/ before 31.05.2025 and cessation of tanker movement**, would reveal that compliance is pending on behalf of Maharashtra Industrial Development Corporation.

9. That main objects of the answering Respondent as per the Memorandum of Association dated 17.08.2004, is reproduced as under:

"To undertake, carry out, establish, maintain, promote, sponsor or assist any activity or project for promoting the cause of environmental protection and undertaking pollution control measures and... undertake, promote, sponsor any project for disposing off the liquid, solid and gaseous effluents discharged from various industrial units situated in Maharashtra Industrial Development Corporation (MIDC) industrial area at Tarapur in the State of Maharashtra and/or

any other project for the purpose of environmental pollution/ control in the state of Maharashtra as per the parameters prescribed by the Maharashtra Pollution Control Board and as laid down under the Environment (Protection) Act, 1986 and any other legislation in force from time to time.”

A COPY OF THE CERTIFICATE OF INCORPORATION AND THE MEMORANDUM OF ASSOCIATION IS MARKED AND ANNEXED AS **ANNEXURE R/6.**

Paragraph-Wise Reply:-

10. That for the sake of brevity the facts and circumstances mentioned above are not repeated herein for the sake of brevity. Furthermore, it is hereby submitted that the same may be taken on record as our response to both the recommendations of the Joint Committee and the aforesaid Affidavit dated 17.06.2025, particularly directions given to Tarapur CETP (I-VIII) at Paragraph No. 12 (B).

11. That the Respondent No. 9 hereby seeks liberty to file an additional/ supplementary affidavit in case any other point qua compliance are to be clarified, as regards both the recommendations of the Joint Committee and the aforesaid Affidavit dated 17.06.2025.

PRAYER

Therefore, in view of the above-mentioned facts and circumstances, it is most respectfully submitted that this Hon'ble Tribunal may be pleased to:

- A. Record due compliance of all directions/ laws/ regulations etcetera on behalf of the Respondent No. 9;
- B. Strike off the name of the Respondent No. 9 from the memo of parties;
- C. Pass any other order/ direction as this Hon'ble Tribunal deems fit in the interest of justice.

THROUGH:

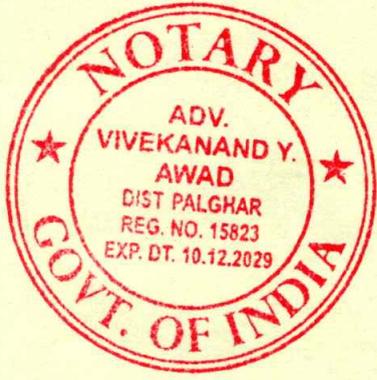


MANDEEP KALRA

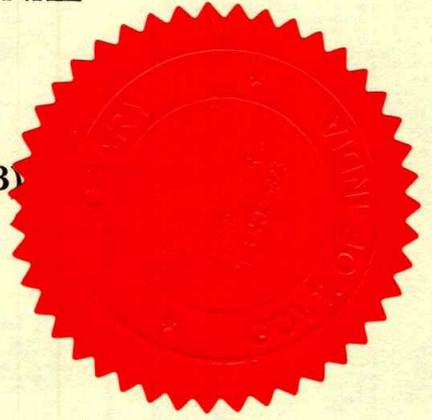
ADVOCATE FOR RESPONDENT NO. 9

PLACE: NEW DELHI

DATE: 28.07.2025



BEFORE THE NATIONAL GREEN TRIBUNAL
WESTERN ZONE BENCH, PUNE
Original Application No. 58/2024 (WZ)
Earlier Original Application No.30/2024(PB)



IN THE MATTER OF:-

Anand Soman & Anr.

....Applicants

Versus

State of Maharashtra & Ors.

....Respondents

AFFIDAVIT

I, GAJANAN SAHEBRAO JADHAV, S/o SAHEBRAO JADHAV, aged about 52 years, R/o Ostwal Ashirwad CHS, Buldg. No A-5, Flat No 206, Tegaon, Boisar East Tal & Dist - Palghar 401501, do hereby solemnly, affirm and state as under:

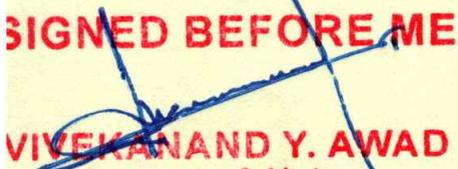
1. That I am the authorized representative of the Respondent No. 9 in the present Application and as such fully conversant with the facts and circumstances of the present Application and also competent to swear to this Affidavit.
2. That I have read the contents of the accompanying reply, and have understood the contents thereof. The facts stated therein are true and correct to the best of my knowledge and belief.
3. I state that no part of this Affidavit is false and nothing material has been concealed therefrom.


DEPONENT

VERIFICATION:

Verified on this the 15th day of July, 2025. I the above-named deponent do hereby verify that the contents of the above affidavit are true and correct to the best of my knowledge and belief. No part of it is false and nothing material has been concealed therefrom.

SIGNED BEFORE ME


VIVEKANAND Y. AWAD
Advocate & Notary
Flat No. 102, Bldg.-F, Wing-C, Mahavir Kunj
Katkar Pada, Boisar,
Dist. Palghar, Maharashtra-401 501
Mobile No. 9970329260
Reg. No. 15823

15 JUL 2025

NOTED & REGISTERED

AT Serial No. 695

Register No. 08 Dated 15/07/2025

This Document Contains

Total 01 Pages


DEPONENT

UPDATE... SOLID WASTE DISPOSAL ...TEPS CETP

#	MONTH	25 MLD CETP		50 MLD CETP	
		NO. OF VEHICLES	SLUDGE QTY	NO. OF VEHICLES	SLUDGE QTY
		Nos	MT	Nos	MT
A	Calendar Year 2024	36	404	874	21050
B	Calendar Year 2025				
1	Jan-25	0	0	111	3062.38
2	Feb-25	0	0	109	2780.42
3	Mar-25	0	0	218	5468.33
4	Apr-25	11	121.66	138	3407.3
5	May-25	2	18.27	47	1266.79
	Total	13	139.93	623	15985.22

As on Date

15.07.2025

ANNEXURE R/2



TARAPUR ENVIRONMENT PROTECTION SOCIETY

Incorporated under Section 25 of Companies Act, 1956
(Vide Regn. No. U 91990 MH 2004 NPL 148221)

Regd. Office: Plot No. AM-29/Pt, Near Shivaji Nagar, MIDC, TARAPUR-401506, Dist. Palghar,
Corporate Office: Plot No. OS-30, Near Thunga Hospital, MIDC, TARAPUR-401506, Dist. Palghar
**** Phone: 9607001185, **** E. mail: info@tepscetp.org, **** Website: www.tepscetp.org ****

Gurbakshish Singh
CHAIRMAN

Ashok M. Saraf
TREASURER

TEPS/MIDC-Tr- Dr/05-2025/01/51

Dated 31.05.2025

To,
The Deputy Engineer (Drainage),
MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION,
Tarapur Industrial Area, Dist- Palghar

Sub.- Status of chamber/Manhole blockage removal work ... Request to update .

Ref....

- 1) MPCB Interim Direction to TEPS on 16.05.2025 ... On Stopping Tanker movement from 31.05.2025.
- 2) MPCB Direction to MIDC to de-clogg ,,earlier clogged Manhole.... Upto 31.05.2025

Good Afternoon Sir,

We are aware of MPCB Direction to MIDC on 16.05.2025 for de chocking /de clogging of earlier clogged Manhole holes upto or before 31st May-2025.

Sir, on same day MPCB issued Interim Directions to TEPS pertaining to cessation of Tanker Movement from 31 May-2025.

Sir, It is pertinent to note that **unless these manholes clogging removal and made operational, the cessation of tanker movement** cannot be practically implemented, as the gravity-based conveyance system remains non-functional in such areas.

In this context, we request you to provide the following information at the earliest:

1. **Zone-wise and area-wise details** indicating the status of de-clogging activities
2. A clear indication of **which manholes/chambers are now fully operational** and capable of supporting gravity-based effluent flow.

This information is crucial for us as based on the status of chamber un blocking removal work, TEPS will request MPCB to review the status & Guide TEPS on Tanker Movement

Thank You,

Tarapur Environment Protection Society.

Gajanan S Jadhav.
General Manager.

CC

1. The Regional Officer, MPCB.. Thane -1
2. The Sub Regional Officer , MPCB – Tr-1



Received Blakasane
Drainage Sub-Division
Inward Clerk :
MIDC Sub-Dn;
Tarapur,
Date: 02/06/2025



TARAPUR ENVIRONMENT PROTECTION SOCIETY

Incorporated under Section 25 of Companies Act, 1956

(Vide Regn. No. U 91990 MH 2004 NPL 148221)

29

Regd. Office: Plot No. AM-29/Pt, Near Shivaji Nagar, MIDC, Tarapur-401506, Dist. Palghar,Corporate Office: Plot No. QS-30, Near Thunga Hospital, MIDC, Tarapur-401506, Dist. PalgharPhone: 9607001185, Website: www.tepscetp.org, E. mail: info@tepscetp.orgGurbakshish Singh
CHAIRMANAshok M. Saraf
TREASURER

Ref- TEPS/50-MLD-CETP/SRO-TR-1/01-2025/

Date : 22.05.2025

To,

The Regional Officer, Thane-1,
Maharashtra Pollution Control Board,
5th Floor, CFC, Mulund Check Naka Circle,
Wagle Estate, Thane City

Sub.- Reply to MPCB Interim Direction dated 16.05.2025

Ref.- MPCB Interim Direction-MPCB/ROT/D/2505160001

Respected Sir,

TEPS received your Interim Direction dated 16.05.2025 via email on 16.05.2025.

MPCB has been collecting JVS samples on a weekly basis & taking Legal Samples and subsequently publishing the results on their official website. However, we have observed significant discrepancies in the reported values, despite both TEPS and MPCB using the same analysis methodology (Metcalf & Eddy & APHA).

We do understand that slight variations may occur when the same sample is analysed at different times, which are generally attributed to titrimetric errors. These are usually minimal and are further reduced by using the maximum feasible sample size during analysis.

A similar issue had arisen in April last year, which was amicably resolved through a joint analysis of samples at the TEPS Laboratory and the MPCB Thane Laboratory. The results from both sides were closely aligned, with only a marginal difference of 6 mg/L in COD values (refer **Annexure -A**)

Further, in December 2024, TEPS again communicated discrepancies between the analytical results of TEPS and MPCB for the same samples (refer to **Annexure B**).

Now, once again, we have noticed (refer to Annexure C) that the JVS sample results published by MPCB for samples collected in February and March 2025 show COD and BOD values that are over 50% higher than those analysed by TEPS for the same CETP outlet samples. Such a large difference is technically implausible. The CETP is operated 24*7, having almost 79 hours retention period, wherein such large variation in results is impossible, i.e. the results may not match, but will be nearby & there will not be large variation.

At various forum, TEPS stating that there is a need for higher BOD input for effective treatment. However, the BOD at the CETP outlet is generally at or below 60 mg/L (except VFD issue), clearly indicating that the TEPS CETP is effectively treating and degrading the incoming BOD. Contrarily, MPCB's reported BOD values for the same samples are consistently much higher.

TEPS takes utmost care during both routine and JVS sample analysis. We conduct daily standard checks for pH, COD and TDS to ensure accuracy and reliability of results.

TEPS has made it a standard practice of sharing JVS/LES Counter Samples TEPS Analysed Results to MPCB RO & SRO Office on their official email ID in next day or two. For your kind information, TEPS also sending the counter sample for third party analysis, post JVS Sampling as also sending same sample for Third Party Analysis to M/s COE, Vapi, where our results are almost matching to Third party analysis Report.

Page 1 of 4

Below is the table wherein there are results mentioned in the interim Direction & informant of the same is the result of the samples analysed at TEPS CETP Laboratory

#	DATE	MPCB Analyzed Treated Effluent Results	TEPS Analyzed Treated Effluent Results	Remark
		Mg/Ltr	Mg/Ltr	
1	04.03.2025	1104	588	Communicated the TEPS Results within day or two to MPCB –RO & SRO
2	03.04.2025	316	312	
3	08.04.2025	1872	256	
4	16.04.2025	1604	336	
5	24.04.2025	372	372	

You may recall that in December 2020, your Thane Laboratory team had visited the 50 MLD CETP laboratory and appreciated its set out, infrastructure, operations, and documentation during their industrial sample analysis at New CETP’s Laboratory.

We therefore humbly request the Authority to kindly look into this matter and help establish a permanent resolution. , TEPS Management is putting best in class efforts to maintain & operate the part 25 MLD CETP at 50 MLD CETP Campus, if not supported/reported on basis of correct & accurate analysis pattern, the TEPS efforts may ruins.

Vide Interim Direction, You have instructed to submit point wise Say , which is as follows

#	##	MPCB DIRECTION POINT	TEPS SAY																																																																						
1.		You shall not accept effluent from the member industries through tanker movement after 31st May 2025.	<ul style="list-style-type: none"> ❖ The Treated Effluent collection by tanker movement mechanism which is in force was derived by past many years’ data. & revealed that the treated effluent in chemical industries area/zone/pockets shall be collected via Tanker movement, by closing the manholes in said vicinity. After implementation of the chamber blocking, CETP performance was significantly improved. ❖ The chamber re opening decision may have to be reviewed since it will directly impact CETP performance 																																																																						
2.		You shall dispose off all the sludge (Hazardous waste) accumulated / stored in your plant premises before 31st May 2025.	<p>TEPS planned to dispose of all the lying sludge at New CETP site , but in between on 6th & 7th May due to all of sudden pre monsoon raining, forced to stop the solid waste disposal for almost 10 days , Then after the solid waste disposal started and is on fast track . The solid waste disposal detail is as follows</p> <table border="1"> <thead> <tr> <th rowspan="2">#</th> <th rowspan="2">MONTH</th> <th colspan="2">25 MLD CETP</th> <th colspan="2">50 MLD CETP</th> </tr> <tr> <th>NO. OF VEHICLES</th> <th>SLUDGE QTY</th> <th>NO. OF VEHICLES</th> <th>SLUDGE QTY</th> </tr> <tr> <td></td> <td></td> <td>No:</td> <td>MT</td> <td>No:</td> <td>MT</td> </tr> </thead> <tbody> <tr> <td colspan="6">Calendar Year 2024</td> </tr> <tr> <td></td> <td></td> <td>36</td> <td>404</td> <td>874</td> <td>21050</td> </tr> <tr> <td>1</td> <td>Jan-25</td> <td>0</td> <td>0</td> <td>111</td> <td>3062.38</td> </tr> <tr> <td>2</td> <td>Feb-25</td> <td>0</td> <td>0</td> <td>109</td> <td>2780.42</td> </tr> <tr> <td>3</td> <td>Mar-25</td> <td>0</td> <td>0</td> <td>218</td> <td>5468.33</td> </tr> <tr> <td>4</td> <td>Apr-25</td> <td>11</td> <td>121.66</td> <td>138</td> <td>3407.3</td> </tr> <tr> <td>5</td> <td>May-25</td> <td></td> <td></td> <td>34</td> <td>896.66</td> </tr> <tr> <td colspan="2">Calendar Year 2025</td> <td>11</td> <td>122</td> <td>610</td> <td>15615</td> </tr> <tr> <td colspan="6">Till 20.05.2025</td> </tr> </tbody> </table> <ul style="list-style-type: none"> ❖ TEPS planned to dispose off maximum quantity of sludge lying at New CETP site . ❖ Remained sludge 9 if any) will be stored on impervious sheets & sheltered under tarpaulin 	#	MONTH	25 MLD CETP		50 MLD CETP		NO. OF VEHICLES	SLUDGE QTY	NO. OF VEHICLES	SLUDGE QTY			No:	MT	No:	MT	Calendar Year 2024								36	404	874	21050	1	Jan-25	0	0	111	3062.38	2	Feb-25	0	0	109	2780.42	3	Mar-25	0	0	218	5468.33	4	Apr-25	11	121.66	138	3407.3	5	May-25			34	896.66	Calendar Year 2025		11	122	610	15615	Till 20.05.2025					
#	MONTH	25 MLD CETP				50 MLD CETP																																																																			
		NO. OF VEHICLES	SLUDGE QTY	NO. OF VEHICLES	SLUDGE QTY																																																																				
		No:	MT	No:	MT																																																																				
Calendar Year 2024																																																																									
		36	404	874	21050																																																																				
1	Jan-25	0	0	111	3062.38																																																																				
2	Feb-25	0	0	109	2780.42																																																																				
3	Mar-25	0	0	218	5468.33																																																																				
4	Apr-25	11	121.66	138	3407.3																																																																				
5	May-25			34	896.66																																																																				
Calendar Year 2025		11	122	610	15615																																																																				
Till 20.05.2025																																																																									
3.		You shall strictly comply with earlier direction dtd. 11/12/2023.																																																																							
	a	You shall operate and maintain all the units of the Common Effluent Treatment Plant (CETP) regularly so as to achieve consented	<ul style="list-style-type: none"> ❖ TEPS is operating & maintaining the CETP with best in its class. TEPS have dedicated maintenance & electrical Team for doing scheduled as also preventive 																																																																						

		standards. In case of maintenance/ non-operation of any of the units of CETP, you shall immediately inform the Board and also provide stand by option for the same	<p>maintenance. In certain specialized equipment's like Turbo Blower, Centrifuge, Screens, DAF & DG Set have Annual Maintenance Contract (AMC) with OEM</p> <ul style="list-style-type: none"> ❖ The pumps are in 24*7 operations, TEPS phasing out the moving parts with new one, for attaining its fullest capacity. ❖ TEPS Management is keen & taking daily review. Besides this TEPS Board constituted Project Committee to monitor CETP activity as also daily reviewing & fulfilling CETP's operation wise requirements
	b	You shall submit the time bound action plan for completion of remaining work of CETP (50 MLD) and proposal for the support required from MPC Board within 15-days.	<ul style="list-style-type: none"> ❖ Balance 25 MLD CETP expansion proposal is ready with all respect. Civil contractor appointed , but since early approached monsoon, TEPS decided to start the balance 25 MLD CETP project work , immediate post monsoon & will complete well before 150 days target completion time . ❖ Thank You very much to Hon'ble Member Secretary Sir , MPCB & Team MPCB for their efforts in providing interest free loan to TEPS CETP. ❖ TEPS will re submit the project completion schedule in month of October ,1st week (before one month of completion of monsoon period)
	c	You shall dispose the sludge (Hazardous waste) accumulated / stored in treatment tanks, premises of old & new CETP as well as sludge accumulated at the MIDC sumps jointly with MIDC within 2-months	<ul style="list-style-type: none"> ❖ See point No-2
	d	You shall provide adequate capacity sludge drying beds to avoid haphazard storage of sludge (Hazardous waste).	<ul style="list-style-type: none"> ❖ TEPS have considered , sludge dryer for sludge drying purpose along with 3000 sq mtr RCC platform for conventional sludge drying along with sludge turning arrangement. Thus the mentioned requirement will be full filled during balance expansion
	e	You shall deploy technical persons to carry out vigilance and monitoring of discharge of industries to ensure 100% generation of effluent from MIDC area is to be connected to CETP through regular interaction with MIDC.	<ul style="list-style-type: none"> ❖ TEPS deployed Technical Person in monitoring the effluent discharge from the industries along with downstream Team. ❖ He will monitor all effluent discharging industries discharge & will regularly establish interaction with MIDC
	f	You shall strictly comply with consent conditions and earlier directions issued time to time	<ul style="list-style-type: none"> ❖ TEPS is taking all sorts of efforts in keeping CETP in complying stage all the Time. ❖ Since the CETP is in operation almost from last 5 years, TEPS started revamping of machineries , overhauling of Turbo Blowers , Pumps & screens to maintain its operational efficiency of machineries, which in turn will improve the process efficiency & performance of CETP . ❖ In last one-year TEPS spent almost 3.0 Cr on equipment's overhauling & replacement
	g	You shall submit Bank Guarantees as per consent conditions and directions issued from time to time within 7-days.	<ul style="list-style-type: none"> ❖ Attached is the updated information on BG Submitted to MPCB & please note that all the BG's are live attached herewith as a Annexure -C
4.		You shall strictly monitor 2-way SCADA system along with NRV and provide defaulter list of industries those are not following SCADA system including abnormalities noticed to Sub-Regional Office Tarapur-I on daily basis.	<ul style="list-style-type: none"> ❖ TEPS has its own 2 Way SCADA Control center & dedicated officer. There are 210 industries connected to SCADA , TEPS is bringing all the connected industries online. ❖ TEPS will comply to the condition mentioned vide point No-4

5.	You shall communicate with member industries to submit certificate from MIDC certifying that, industry is having single discharge point of positive discharge	❖ TEPS is sending circular to industries to connect to avail certificate from MIDC for having single discharge point of positive discharge arrangement . ❖ The Copy of Circular annexed herewith as Annexure -D
6.	You should monitor positive discharge at MIDC chambers only by deploying own technical persons within 15 days and communicate the results on a weekly basis to Sub Regional office Tarapur-I.	TEPS appointed dedicated Technical officer for monitoring positive discharge at MIDC chambers & will communicate results on weekly basis
7.	You shall strictly implement Board Circular dtd. 20.12.2014 regarding Lock & key arrangement for all member units.	The dedicated officer will report on compliance to TEPS by visiting effluent discharging industries
8.	You shall operate and maintain CETP to achieve consented standards.	Please see point No- 3 a
9.		

Submitted for your Information & records.

Considering executed actions and planned actions, TEPS herewith humble request to not to take any action but to cooperate

Sincerely,
For Tarapur Environment Protection Society,

Nilesh Patil,
Director

Incl.... A.A

CC ...

1. To The Joint Director (WPC), MPCB For Information
2. To The Sub Regional Officer, MPCB For Information



4
25/05/25.14.40
SUB-REGIONAL OFFICE
MAHARASHTRA POLLUTION CONTROL BOARD
TARAPUR, MIDC. COLONY, BOISAR,
TALUKA & DIST. PALGHAR, PIN 401 504.



TARAPUR ENVIRONMENT PROTECTION SOCIETY

Incorporated under Section 25 of Companies Act, 1956
(Vide Regn. No. U 91990 MH 2004 NPL 148221)

Regd. Office: Plot No. AM-29/Pt, Near Shivaji Nagar, MIDC, TARAPUR-401506, Dist. Palghar,
Corporate Office: Plot No. OS-30, Near Thunga Hospital, MIDC, TARAPUR-401506, Dist. Palghar
**** **Phone:** 9607001185, **** **E.mail:** info@tepscetp.org, **** **Website:** www.tepscetp.org ****

Gurbakshish Singh
CHAIRMAN

Prakash M. Patil
VICE-CHAIRMAN

Ashok M. Saraf
TREASURER

Ref. TEPS/MPCB/JVS/2024-25/

Date: 08-05-2024

To

The Sub-Regional Officer,
Maharashtra Pollution Control Board,
Tarapur-1, MIDC Colony,
TARAPUR

Sub : JVS Sample results of TEPS 50 MLD CETP INLET & OUTLET

Dear Sir,

As instructions of Hon'ble MPCB authority, on 6th May 2024, JVS samples of Inlet and Outlet of 50 MLD new CETP was taken by MPCB authorities along with TEPS officials of CETP inlet & Outlet (Treated) of CETP. Then from collected samples, three-three plastic sample can (2.0 ltr each) filled by MPCB Officers with inlet & treated effluent sample & sealed in front of us.

Out of the same, one inlet & treated effluent sealed sample was analysed at TEPS CETP laboratory in front of MPCB central laboratory authorities from Thane. The results of these samples are as follows:

S.No.	Parameters	TEPS CETP INLET	TEPS CETP OUTLET
1.	PH	7.42	6.91
2.	COD	3152 mg/ltr	280 mg/ltr
3.	TDS	7950 mg/ltr	4520 mg/ltr
4.	TSS	773 mg/ltr	86 mg/ltr

Note : During inlet sampling only Sump-1 pumping was going on

Remaining two each inlet & treated effluent sealed samples were carried by MPCB Officer with them to their Thane laboratory to analyse the same in front of TEPS CETP representatives.

Yesterday TEPS representative (Chemists) visited MPCB Thane laboratory, then they jointly opened sealed sample & analysed (Only COD analysed) by MPCB Officials at their laboratory, which was witnessed by TEPS representative. The results are as follows :

S.No.	Parameters	TEPS CETP INLET	TEPS CETP OUTLET
1.	PH	7.42	6.91
2.	COD	3168 mg/ltr	276 mg/ltr

This is for your kind information and perusal please.

Thanking you,

Yours faithfully,
For Tarapur Environment Protection Society,

AUTHORISED SIGNATORY





Annexure B OIC

398 TARAPUR ENVIRONMENT PROTECTION SOCIETY

34

*Incorporated under Section 25 of Companies Act, 1956
(Vide Regn. No. U 91990 MH 2004 NPI. 148221)*

Regd. Office: Plot No. AM-29/Pt. Near Shivaji Nagar, MIDC, TARAPUR-401506, Dist. Palghar.
Corporate Office: Plot No. OS-30, Near Thunga Hospital, MIDC, TARAPUR-401506, Dist. Palghar
**** *Phone:* 9607001185. **** *E. mail:* info@tepscetp.org. **** *Website:* www.tepscetp.org ****

Gurbakshish Singh
CHAIRMAN

Prakash M. Patil
VICE-CHAIRMAN

Ashok M. Saraf
TREASURER

TEPS/50MLD/SRO-T/10-24/02 208

DATE-14.10.2024

To,

The Sub Regional Officer, Tr-1,
Maharashtra Pollution Control Board,
MIDC Tarapur Industrial Estate.

Sub.- Discrepancies in JVS Sample analysed Results of MPCB & analysed Results of JVS
Counter sample collected by TEPS..

Respected Sir,

This has in reference to your email dated 08.10.2024 indicating the variation in analysis JVS Completed 56
Samples drawn by MPCB. The sample wise data have also been obtained from MPCB Portal.

TEPS Laboratory conducts comprehensive analyses of all general environmental parameters. We are also
sending counter samples of the JVS for third-party analysis. The results from the third-party analysis and
TEPS are closely aligned; however, they differs the COD & BOD results obtained from MPCB Portal. with
the COD & BOD results obtained from the MPCB analysis/website.

To enhance our laboratory operation standards, TEPS has appointed consultant having good experience.

As per PCB email & website flashed results

- As per data obtained from Local MPCB Office /Portal , there are only 11 samples which has failed /
exceeded COD limits.
- The PCB JVS sample results dated 13.6.2024 report a TDS of 20,820 mg/l, whereas TEPS analysed
TDS results is 3,463 mg/l. Such high TDS level has never been recorded in either the separate inlet
stream or even in the combined inlet since the inception of the New CETP also is hardly any
possibilities to have variation in this criteria .
- As per PCB JVS results highest BOD was 1400 mg/ltr, whereas TEPS never received such High
BOD, which is in between 700-800 mg/Ltr,

The BOD concentration in the receiving inlet effluent is below 45%. Bacteria exhibit a strong
affinity for BOD, and in two-stage aeration, BOD is nearly completely degraded. Due to which
the treated effluent BOD is always below 30 mg/ltr , except 2-3 instances , still is not more than
55.0 mg/ltr. In fact, TEPS CETP requires sufficient BOD to replenish bacterial growth and enhance
process efficiency.



We kindly request you to review the attached tabulation of your JVS Sample analysis Report, alongside the TEPS analysed JVS counter samples analysis report. TEPS feels that since both of us are following same APHA methods for analysis, then both analysis report shall @ parity level.

TEPS propose to once again have joint analysis especially for BOD of any JVS Samples as may be selected by MPCB as was done on 07.05.2024 at both laboratory for COD. It is needless to mention here that analysis at TEPS CETP is being carried out under the guidance of MPCB Technical Advisor

TEPS strives for continuous improvement in CETP & Laboratory Operations and hereby request for your further guidance in subject matter,

Thank You,

For Tarapur Environment Protection Society



Authorized Signatory



Incl- Copy of MPCB JVS Sample results (from website) & TEPS Analytical Results of counter sample collected during JVS Sampling

CC- To The Regional Officer, Thane-1, MPCB

Received
 15.10.2024

SUB REGIONAL OFFICE
M. P. C. BOARD
M.I.D.C. COLONY GODPURA
TARAPUR 401506
T. & DIST. PALGHAR

CETP - TREATED EFFLUENT RESULTS - MPCB ANALYZED AND TEPS ANALYZED

400

36

JVS SAMPLE DATE	MPCB	TEPS	MPCB	TEPS	MPCB	TEPS	MPCB	TEPS	MPCB	TEPS
	pH	pH	BOD	BOD	COD	COD	TSS	TSS	TDS	TDS
			Mg/Lit							
02-05-2023	7.4	6.52	110	12	280	188	58	20	4360	4070
04-05-2023	7.3	7.37	120	20	292	268	69	185	4982	4190
08-05-2023	7.4	7.43	80	16	199.2	188	27	43	4944	3670
15-05-2023	7.1	7.12	178.6	21	513.9	228	88	50	4292	4195
22-05-2023	7.1	7.08	129	20	344	292	93	85	4216	3405
29-05-2023	7.2	7.23	140	18	384	292	91	60	4540	4125
05-06-2023	7.3	7.12	140	22	374	352	57	65	4560	4345
13-06-2023	7.4	7.06	320	17	904	248	31	35	4372	4005
19-06-2023	7.3	7.16	75	14	180	272	46	55	3894	3610
26-06-2023	7.6	7.49	109.1	24	260	240	70	60	3250	2580
03-07-2023	7.2	7.01	54.6	12	148	124	23	30	2100	1486
10-07-2023	7.4	6.97	70	11	184	156	68	90	3276	1920
17-07-2023	7.4	7.27	59.5	23	164	152	60	56	2682	2456
24-07-2023	7.9	7.42	24	18	64	96	27	23	1640	1776
07-08-2023	8.5	7.82	80	16	208	184	44	26	3898	3153
14-08-2023	7.7	7.64	70		188	184	60	50	3696	3040
21-08-2023	7.7	7.48	110		296	264	90	130	3796	4060
04-09-2023	7.4	7.21	90	40	232	216	41	33	3394	3380
11-09-2023	7.2	7.56	80	23	220	156	63	20	3694	2706
25-09-2023	7.4	7.15	160	30	420	228	150	126	3774	2626
05-10-2023	7.4	7.09	110	47	288	300	35	180	2968	3436
12-10-2023	7.5	7.33	70	21	180	216	13	43	3098	3563
17-10-2023	7.4	6.69	90	55	232	248	41	64	3394	3854
23-10-2023	7.7	6.4	110		296	220	90	16	3796	3703
30-10-2023	7.7	6.7	70	20	188	276	60	76	3696	3780
06-11-2023	6.8	6.72	80	15	204	128	50	63	4294	3970
24-11-2023	7.2	6.93	80	13	224	160	34	33	4518	4250
28-11-2023	7	7.01	90	13	236	240	65	116	4798	4730
07-12-2023	6.7	6.49	90	10	244	156	18	33	4400	3890
15-12-2023	7.1	6.33	90	10	232	192	12	73	4302	3846
20-12-2023	7.1	6.87	90	10	236	168	47	63	4660	4366
28-12-2023	7.4	6.78	70	11	188	148	14	12	4454	3963
04-01-2024	7.5	6.93	70	21	176	176	14	26	4562	3916
10-01-2024	7.3	7.07	105	23	264	224	31	40	4394	4120
17-01-2024	7.1	6.97	110	13.5	304	232	29	50	4354	4073



[Handwritten signature]
[Handwritten mark]

JVS SAMPLE DATE	MPCB pH	TEPS pH	MPCB BOD	TEPS BOD	MPCB COD	TEPS COD	MPCB TSS	TEPS TSS	MPCB TDS	TEPS TDS
31-01-2024	7.4	7.09	110	12	401	220	28	20	3914	4093
08-02-2024	7.2	6.85	80	24	212	188	22	53	6886	3700
15-02-2024	7.3	6.88	105	17	256	208	21	60	5658	4276
23-02-2024	7.3	7.1	110	23	272	192	41	53	5840	4410
29-02-2024	7.6	7.33	50	22	132	200	31	33	4522	4186
05-03-2024	8.2	7.36	75	16	200	180	25	23	4402	3736
14-03-2024	7.3	7.34	90	30	320	324	50	70	6676	4643
18-03-2024	7.4	7.35	110	32	304	288	26	16	4932	4250
27-03-2024	7.6	7.27	110	14	272	216	28	30	4130	4023
04-04-2024	7.4	7.39	50	32	124	248	48	46	4548	3926
12-04-2024	7.4	7.12	110	28	276	244	37	36	4746	4123
18-04-2024	7.2	7.5	80	25	236	232	45	43	4674	4366
24-04-2024	7	7.26	110	24	308	288	62	46	4672	4323
02-05-2024	7.2	7.12	110	27	292	276	55	53	4790	4796
06-05-2024	6.8	6.91	140	32	276	280	61	86	4748	4520
16-05-2024	7.1	7.25	90	30	248	308	56	76	6100	4473
22-05-2024	7.1	7.34	130	44	360	364	42	63	5120	4726
29-05-2024	7.5	7.27	150	39	400	364	74	53	6658	4776
06-06-2024	6.4	7.19	120	28	328	296	43	63	4788	4383
13-06-2024	7	7.14	80	11	208	208	33	20	20820	3463
20-06-2024	6.3	6.94	90	14	240	240	78	83	3960	3416
27-06-2024	7.3	7.32	80	15	204	176	58	80	3602	3656
04-07-2024	7.3	6.89	60	9	156	144	113	20	2400	2160
10-07-2024	6.8	7.32	70	12	180	156	30	46	2736	2696
18-07-2024	7.2	7.38	50	12	144	128	19	66	3236	2800
25-07-2024	6.9	7.27	40	8.6	104	104	16	20	1530	1466
01-08-2024	7	7.28	45	5.3	116	112	16	33	2342	2850
08-08-2024	7.3	7.41	75	9	168	116	31	23	3232	2873
14-08-2024	7.4	7.25	60	8	164	108	52	40	3274	3466
28-08-2024		7.19		15.25		96		43		1953
05-09-2024		7.23		17		176		33		3320
12-09-2024		7.02		12.5		208		50		3133

41

2



TARAPUR ENVIRONMENT PROTECTION SOCIETY

Incorporated under Section 25 of Companies Act, 1956
(Vide Regn. No. U 91990 MH 2004 NPL 148221)

Regd. Office : Plot No. AM-29/PI, Near Shivaji Nagar, MIDC, TARAPUR-401506, Dist. Palghar,
Corporate Office : Plot No. OS-30, Near Thunga Hospital, MIDC, TARAPUR-401506, Dist. Palghar
**** Phone: 9607001185, **** E.mail: info@tepscetp.org, **** Website: www.tepscetp.org ****

Gurbakshish Singh
CHAIRMAN

Prakash M. Patil
VICE-CHAIRMAN

Ashok M. Saraf
TREASURER

Ref. TEPS/MPCB-ROT/BG/01-25/02

Date: 06-01-2025

To

The Regional Officer, Thane
Maharashtra Pollution Control Board,
5th Floor, CFC, Mulund Check Naka Circle, Wagle Estate,
Thane City.

(Signature) 06/01/25

Sub : Confirmation of Bank Guarantees given by TEPS to MPCB

Ref : SCN No.MPCB/SCN/2405060011, dt. 6-5-2024

SUB-REGIONAL OFFICE
MAHARASHTRA POLLUTION CONTROL BOARD
TARAPUR, MIDC COLONY, BOISAR,
TALUKA & DIST. PALGHAR, PIN 401 504.

Respected Sir,

As per directions of MPCB in respect of Consent to Establish, Consent to Operate and various Directions issued by Hon'ble MPCB to 50 MLD CETP from time to time, TEPS has complied with providing required Bank Guarantees to MPCB. But as per the SCN issued by MPCB under reference, it is mentioned that CETP has not submitted Bank Guarantee of Rs. 10 Lakhs towards O & M of CETP.

In this context, we would like to inform you that we have already provided Bank Guarantee of Rs. 10.00 lakhs drawn on Bank of Maharashtra towards conditions compliance enumerated in the First Consent to Operate dt. 24-12-2019 issued by MPCB to TEPS 50 MLD CETP. Thereafter, the said BG has been "Continuous" for further renewals of Consents to Operate issued on 22-02-2021 and 29-03-2023 by MPCB vide and it has been mentioned in these Consents also.

We are enclosing herewith detailed statement showing the Bank Guarantees given by TEPS to MPCB for Consent to Operate as well as Interim Direction dt. 2-3-2023. We Therefore, earnestly request you to reconcile the BG data with your records & requested to kindly update us on whether TEPS will now have to submit Bank Guaranty & under which consent conditions, so that we will arrange for required BGs at our end ASAP.

Further requesting to provide your appointment to appraise in subject matter

Thanking you,

Yours faithfully,
For Tarapur Environment Protection Society,

(Signature)

Authorised Signatory

Encl : As above

CC to : The Sub-Regional Officer,



Page 1 of 1

TARAPUR ENVIRONMENT PROTECTION SOCIETY
DETAILS OF BG MENTIONED IN CONSENTS : 50 MLD CETP

403

39

#	Date	Consent type	B.G. No. & Bank	Amount, purpose & validity of BG			Renewal Details
				Amount (lakh)	Purpose	Valid	
1	05-06-2014	C to E	0038519BG0000023 DT. 12-7-2019 Bank of Maharashtra	5.00	Towards compliance of Consent conditions	11-07-2024	Forfeited vide MPCB Itr No.MPCB/ROT/BG-F/98, dt. 9-3-2023 (Ref.Interim Direction dt. 2-3-2023 - Sr.No.9)
2	24-12-2019	C to O		10.00	O & M of CETP, <i>Continuous</i>	31-03-2021	
3	22-02-2021	C to O	Bank of Maharashtra	10.00	O & M of CETP, <i>Continuous</i>	31-03-2023	12-03-2025
			Bank of Maharashtra	2.00	Towards connectivity of OCEMS to MPCB & CEPB Server.	13-04-2024	13-04-2025
4	29-03-2023	C to O	Bank of Maharashtra	10.00	O & M of CETP, <i>Continuous</i>	31-03-2024	13-04-2025
		(35 MLD)	0396230000000618, dt. 15-4-2023 (Saraswat Bank)	2.00	Towards connectivity of OCEMS to MPCB & CPCB Server.	31-03-2024	Renewed the BG upto 30-6-2025 vide Extn. Of BG by Saraswat Bank and also submitted to RO office.

Interim Direction BG

1	02-03-2023	50 MLD	0396230000000447, dt.15-3-2023 (Saraswat Bank)	10	Towards Operation & Maintenance	01-03-2024	Renewed the BG upto 1-6-2025 vide Extn. Of BG by Saraswat Bank and also submitted to RO office.
---	------------	--------	--	----	---------------------------------	------------	---





TARAPUR ENVIRONMENT PROTECTION SOCIETY

Incorporated under Section 25 of Companies Act, 1956
(Vide Regn. No. U 91990 MH 2004 NPL 148221)

Regd. Office: Plot No. AM-29/Pt, Near Shivaji Nagar, MIDC, TARAPUR-401506, Dist. Palghar,
Corporate Office: Plot No. OS-30, Near Thunga Hospital, MIDC, TARAPUR-401506, Dist. Palghar
**** **Phone:** 9607001185, **** **E. mail:** Info@tepscetp.org, **** **Website:** www.tepscetp.org ****

Gurbakshish Singh
CHAIRMAN

Ashok M. Saraf
TREASURER

Ref. TEPS/Circular/Members/2025-26/05-01

Date: 22.05.2025

CIRCULAR NO. 01/2025

To:

All Industry Members,

Subject: Compliance with MPCB Interim Direction dated 16.05.2025 – Obligations to be fulfilled by Industry Member

Dear Industry Members,

This is to inform you that TEPS New CETP has received an **Interim Direction dated 16.05.2025** from the Maharashtra Pollution Control Board (MPCB), with instructions to fulfil specific obligations **on or before 31st May 2025**. Several action points from this direction are to be implemented by the member industries.

The key points from the MPCB direction are as follows:

1. **Effluent Tanker Movement:**

TEPS shall not accept effluent through tanker movement from member industries after 31st May 2025. The final action plan to be decided by TEPS in consultation with MPCB & MIDC.

2. **2 Way SCADA Monitoring:**

Strictly monitor the 2-way SCADA system along with NRV. A list of defaulting industries not adhering to the SCADA system, along with any abnormalities, must be submitted daily to the Sub-Regional Office, Tarapur-I.

3. **MIDC Discharge Certification:**

All member industries must submit a certificate from MIDC confirming that the industry has a single point of positive discharge.

4. **Positive Discharge Monitoring:**

TEPS asked to deploy Technical Personnel for verification of Positive Discharge & strainer arrangement installed by Industries. The weekly report needs to be submitted to SRO, Tarapur-I.

5. **Lock & Key Arrangement:**

Strict implementation of the MPCB Circular dated 20.12.2014 regarding Lock & Key arrangements for all member units is required (**Circular attached**)

Action Required:

All industry members are hereby requested to ensure compliance with the above MPCB directions **within the stipulated timelines**. Non-compliance may attract action from MPCB. This may please be noted.

For any clarification or assistance, please contact the TEPS office.

Thank you for your cooperation.

For Tarapur Environment Protection Society (TEPS)


(D.K. Raut)
Director



**MAHARASHTRA POLLUTION CONTROL BOARD
SUB-REGIONAL OFFICE Tarapur-I**

Phone: [952525]273314
Fax : [952525]273314
Email :srotarpur1@mpcb.gov.in
Visit at: <http://mpcb.gov.in>



M.I.D.C. Office Compound,
Near Chitralaya, (Boisar) Tarapur
Taluka Dist.- Palghar-401504

No. 1533

Date: 06/07/2022

To,
Deputy Engineer,
MIDC, Tarapur,
Tal-Dist- Palghar.

Sub: Closing/Blocking of Chambers of industrial effluent carrying drainage line in MIDC Tarapur Area.

- Ref :** 1. Minutes of meeting of TEPS- CETP under the chairmanship of Hon,ble Member Secretary on 31.01.2022 at HQ Mumbai.
2. Regular meeting with TEPS CETP regarding discharge of industrial effluent in to CETP.
3. Time to time circulars issued by TEPS CETP to member industries.

The TEPS- CETP is designed to treat the effluent which needs to have the COD values below 3500 mg/lit. From the routine analysis of effluent at CETP it is noted that effluent is having COD values more than 3500 mg/lit. and which was hampering the operation and maintenance of CETP, resulting in non-achievement of disposal standards. Considering this and discussion with industries by Board officials at various levels it was decided (as pre above reference No 1) to initiate the tanker movement i.e. the treated effluent from member industries (excluding textile & chemical industries having large quantity of effluent) will be transported through authorized tankers with GPS system and there shall not be any discharge in to the MIDC drainage line; thus to achieve this there is need to close / block the chambers. The tanker movement & blocking of chambers has shown the good results i.e. CETP started to receive the effluent having COD values less than 3500 mg/lit.

Thus, it is requested to co-operate in above so as the CETP will receive the effluent as per design parameter & will help in achieving standards & to help protect the Environment.

This is for further necessary action, please.

With Regards.

(Prashant Gaiwad)
Sub Regional Officer
MPCB, Tarapur1

Copy Submitted for information to:
Regional Officer, MPCB, Thane



TARAPUR ENVIRONMENT PROTECTION SOCIETY

Incorporated under Section 25 of Companies Act, 1956
(Vide Regn. No. U 91990 MH 2004 NPL 148221)

Read. Office: Plot No. AM-29/PT, Near Shivaji Nagar, MIDC, TARAPUR-401506, Dist. Palghar,
Corporate Office: Plot No. OS-30, Near Thunga Hospital, MIDC, TARAPUR-401506, Dist. Palghar
**** **Phone:** 9607001185, **** **E. mail:** info@tepscetp.org, **** **Website:** www.tepscetp.org ****

Gurbakshish Singh
CHAIRMAN

Prakash M. Patil
VICE-CHAIRMAN

Ashok M. Saraf
TREASURER

Ref.-TEPS/SOMLD/KILBURN/AMENDMENT-01/08-2024

Date-03/07/2024

M/s Kilburn Engineering Limited,
Plot No. 6, MIDC, Kalyan Bhiwandi Road
Saravali, Thane-421 311
Tel. 02522 283877

Sub. - Amendment in PO issued to M/s Kilburn Engineering Limited Supply of 2.5 Metric Ton Capacity Sludge Dryer

Ref - PO Issued by TEPS to M/s Kilburn dated 31/07/2021.

Dear Mr. Pramod Patil,

Please note that TEPS issued Purchase Order for supply, Supervision in erection & commissioning of M/s Kilburn make 2.5 Metric Ton/Hr capacity Sludge Dryer (₹ 2.5 Cr + GST) vide Po No-PO/07-2021/02/76 dated 31/07/2021.

To the confirmation of PO, TEPS released ₹ 37.5 Lac Advance amount in July -2021

Since the order receipt delayed from TEPS side, M/s Kilburn send email to TEPS stating the Sludge Dryer Price increased to ₹ 3.25 Cr, from ₹ 2.5 Cr.

In this connection, TEPS have organized the meeting on 28.06.2024 with you, wherein TEPS admitted that sludge Dryer receipt delayed from TEPS side & agreed for some escalation in old Purchase Order sludge order supply price, but not what M/s Kilburn desired.

Finally we offered increase of ₹ 30 Lac (basic) , to the earlier issued purchase order value of ₹ 2.5 Cr , which was agreed by You.,

Thus the final revised sludge dryer price is ₹ 2.8 Cr+ GST

Please note that rest all Terms, deliverable & scope will remain same as mentioned in PO issued to M/s Kilburn dated 31/07/2021.

Thank You,

For TARAPUR ENVIRONMENT PROTECTION SOCIETY

PRASHANT AGARWAL,
DIRECTOR





प्राख्य. आई. आर.
Form I.R.
निगमन का प्रमाण-पत्र

CERTIFICATE OF INCORPORATION

U 91990 MH 2004 NPL 148221

ता. _____ की. सं. _____

No. _____ of Date _____

मैं इसद्वारा प्रमाणित करता हूँ कि आज _____

कम्पनी अधिनियम (1956 का. सं. 9) के अधीन निगमित की गई है और कम्पनी परिसीमित है।
TARAPUR ENVIRONMENT PROTECTION SOCIETY
I hereby certify that _____

_____ section 25 of _____

is this day incorporated under the Companies Act, 1956 (No. 1 of 1956) and that the Company is limited.

मेरे हस्ताक्षर से आज ता. _____ को दिया गया।

Given under my hand at MUMBAI this TWENTYFIFTH
day of AUGUST Two Thousand FOUR

(H.A. SCJ)

कम्पनियों का रजिस्ट्रार

ASSTT • Registrar of Companies,
Maharashtra, Mumbai



जे. एस. सी.- 1

J. S. C.-1

119/एम. एफ. एस. /सिडि/ 92-20-000-3-4-93-GIPG/नासपुना
119/MFS/CM/Cal/92-20-000-3-4-93-GIPG.



Plot No. A10 - 29 (PT)

MDC TARAPUR
25 MLD

12/8/23

O/o REGIONAL DIRECTOR
"EVEREST", 5th floor,
100 Marine Drive,
Bombay-400 002.

No.11/25(1)6/04

16400

Dated: 17 AUG 2004

LICENCE UNDER SECTION 25 OF THE COMPANIES ACT, 1956.

WHEREAS it has been proved to my satisfaction that

TARAPUR ENVIRONMENT PROTECTION SOCIETY

an Association is to be registered as company under the Companies Act, 1956, for promoting objects of the nature specified in Section 25, sub-section (1), clause (a) of the said Act and that it intends to apply its profits if any, or other income in promoting its objects and to prohibit the payment of any dividends to its members.

NOW THEREFORE, in exercise of the powers conferred by Section 25 of the said Act, read with the Notification of the Government of India, Ministry of Law, Justice and Company Affairs, Department of Company Affairs, No.G.S.R. 288(E) dated 31/5/91, I, the Regional Director, Department of Company Affairs, Western Region, at Bombay, hereby grant this licence directing that the said Association be registered as a company with Limited Liability without the addition of the word "Limited/Private Limited" to its name, subject to the following conditions, namely:-

- 1) that the said company shall in all respects be subject to and governed by the conditions and provisions contained in its Memorandum of Association;
- 2) that the income and property of the said company whensoever derived, shall be applied solely for the promotion of the objects as set forth in its Memorandum of Association and that no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to persons who at any time are or have been members of the said company or to any of them or to any person claiming through any one or more of them;
- 3) that no remuneration or other benefit in money or money's worth shall be given by the company to any of its members whether officers or servants of the company or not except payment of out-of-pocket expenses, reasonable and proper interest on money lent, or reasonable and proper rent on premises let to the company;
- 4) that no member shall be appointed to any office under the company which is remunerated by salary, fees or in any other manner not excepted by clause (3);

. . . . 2/-

:2:

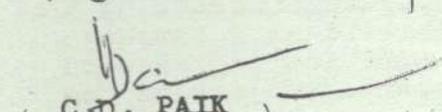
5) that nothing in this clause shall prevent the payment by the company in good faith of reasonable and proper remuneration to any of its Officers or servants (not being members) or to any other person (not being a member), in return for any services actually rendered to the company;

6) that nothing in clauses (3), (4) and (5) shall prevent the payment by the company in good faith, with the previous approval of the Central Government, of reasonable and proper remuneration to any of its members in return for any services (not being services of a kind which are required to be rendered by a member), actually rendered to the company;

7) that no alteration shall be made to the Memorandum of Association or to the Articles of Association of the company, which are for the time being in force, unless the alteration has been previously submitted to and approved by the Central Government; and

8) that this licence shall be liable to be revoked in the event of violation of any of the aforesaid conditions or any of the conditions and provisions contained in the Memorandum of Association of the said Company in accordance with the provisions of Section 25 of the Companies Act, 1956.

Dated this 17th day of August 1996. 20014


(C.D. PAIK)
REGIONAL DIRECTOR.

Dr. Vinod Nowal,
C/o. Jindal Iron & Steel Co. Ltd.
Tarapur, MIDC, Biosar,
Dist: Thane- 401 506.

TEL. NOS. 22811493/22813760/22817259/22812389 (FAX)
 GOVERNMENT OF INDIA
 MINISTRY OF COMPANY AFFAIRS
 OFFICE OF THE REGIONAL DIRECTOR, WESTERN REGION

'EVEREST', 5TH FLOOR,
 100, MARINE DRIVE
 MUMBAI - 400 002

No. RD/25(8)/70/2/07 / 1092

21 FEB 2007

To:

M/s. Tarapur Environment Protection Society;
 Plot No. AM-29/ Pl.Nr. Shivaji Nagar,
 MIDC Tarapur,
 Dist: Thane Pin-401 506.

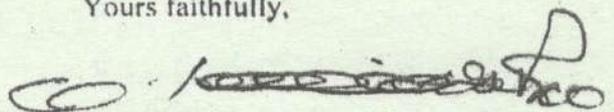
Sub: Approval under section 25(8) of the Companies Act, 1956
 for amendment in the Memorandum of Association.

Sir,

With reference to your application filed in Form No.24A and application fee of Rs. 500/- paid alongwith challan No.10271120 dt. 15.02.07 and in exercise of the powers delegated to me under Section 25(8) of the Companies Act, 1956 by the Government of India, Ministry of Company Affairs, Notification No. G.S.R. 506 (E) dated 24.6.1985, I hereby accord approval to the alteration proposed to be made by way of amendment in the Memorandum of Association by increasing its Authorised Capital to Rs. 20 crores (Twenty Lacs Equity Shares of Rs. 100 each).

I am to add that the Provisions of Section 16, 94 and 192 of the Companies Act, 1956 are also to be complied with.

Yours faithfully,



(V.S. RAO)
 REGIONAL DIRECTOR.

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

TARAPUR ENVIRONMENT PROTECTION SOCIETY

- I The name of the Association is TARAPUR ENVIRONMENT PROTECTION SOCIETY
- II. The Registered Office of the Company will be situated in the state of Maharashtra i.e. within the jurisdiction of the Registrar of Companies, Maharashtra, Mumbai.
- III. The Objects for which the Company is established are :
 - (A) THE MAIN OBJECTS OF THE COMPANY TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE
 - 1 To undertake, carry out, establish, maintain, promote, sponsor, or assist any activity or project for promoting the cause of environmental protection and undertaking pollution control measures and without prejudice to the generality of the foregoing , undertake, promote, sponsor any project for disposing off the liquid, solid and gaseous effluents discharged from the various industrial units situated in the Maharashtra Industrial Development Corporation (MIDC) industrial area at Tarapur in the state of Maharashtra and/or any other project for the purpose of environment protection/control in the state of Maharashtra as per the parameters prescribed by the Maharashtra Pollution Control Board and as laid down under the Environment (protection) Act, 1986 and other legislations in force from time to time.
 2. To establish a common platform for promoting the interests of industrial units based in the MIDC industrial area at Tarapur in the state of Maharashtra concerning promotion of environmental protection and pollution control measures and to foster a feeling of cooperation and mutual help amongst the members of the Society in respect of the subjects connected with the common good of the said industrial units based in the MIDC industrial area at Tarapur in Maharashtra .
 - (B) THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS.
 3. To promote and protect the general interest of the Members and to keep liaison with the Government to formulate right policies relating to environmental protection and pollution control laws.
 4. To organize lectures or seminars likely to advance these objects and assist, establish any institutions, fund, trust etc. having similar objects by giving donations, grants, or otherwise in any other manner as the directors in their absolute discretion consider appropriate

5. To initiate organized action on the subjects connected with environment protection and control of pollution.
6. To collect and disseminate data, statistics and information and/or cause to help or assist in its publication, on the subjects related to the environment protection and pollution control in general and in industrial units in particular.
7. To provide all possible expert advice, guidance and assistance to Members and to make all possible efforts in the general interest of its members concerning environment protection/pollution control.
8. To subscribe to become a member and co-operate with any other Association, whether incorporated or not whose objects are, either wholly or partly, similar to those of this company and to procure from and communicate to any such Association, such information as may be likely to further the objects of this company.
9. To promote research in environmental science and study connected with control of pollution in general and in industry in particular.
10. Collaboration or tie-up with international associations connected with environment protection/pollution control for mutual benefit.
11. To set up and/or assist in setting up training center for educational purposes, publish periodicals, magazines/journals, arranging conferences, seminars, communication network.
12. To borrow or raise any money that may be required by the Company upon such terms as may be deemed advisable, and in particular by the issue of bonds, debentures, bills of exchange, promissory notes or other obligations or securities of the company, or by mortgage or charge of all or any part of the property of the Company.
13. To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange and other negotiable or transferable instruments.
14. To invest the funds of the Company not immediately required in or upon any investments or properties of whatsoever nature and wheresoever situate, including shares, stocks, securities, flats, lands and buildings and to sell, call in, vary, exchange or transfer any investment or properties of the Company.
15. To purchase or take by way of lease, sub-lease, gift, exchange, hire or otherwise acquire any movable or immovable property and in particular any land, buildings, workshops, factories, machinery, equipment, furniture, scientific records, experimental data, library, plant, apparatus, appliances and any rights or privileges necessary or convenient for the purpose of the Company and to construct, erect, alter, improve and maintain any building and to manage, develop, sell, demise, let mortgage, dispose of, turn to account or otherwise deal with all or any part of the assets and rights of the Company for cash or any other consideration with a view to promote of the objects of the Company.
16. To pay all expenses, preliminary or incidental to the setting up of the Company and its registration.

17. To do all such other lawful things as may be necessary, incidental or conducive to the attainment of the above objects.

413

49

18. To represent before the concerned authorities in regard to the grievances of its members and get them redressed through negotiations and legal means.
19. To take up with the concerned authorities issues relating to infrastructure, like electricity supply, water supply, telephones, net connectivity, provision of bank, post office.
20. To give advice to the members of the Association regarding matters of common interest
21. To represent to the concerned authorities for seeking concession for its members wherever necessary.
22. To show keen interest in the up gradation of environment related activities such as gardening, tree plantation, providing dustbins at proper places with the help of Local Government/Semi Government bodies/institutions.
23. To co-ordinate with other Associations/Organisations showing interest in the objects of this Association
24. To provide and receive moneys for the company by the levy of fees and subscriptions and by inviting and accepting donations and by other lawful means consistent with the objects of the institution subject to the provisions of the Companies Act, 1956
25. To pay and incur expenses and obligations for or towards any of the objects of the Company
26. To hire and employ servants and attendants and pay them in return for services to the Company, salaries, wages and gratuities or contributions to Provident Fund and other statutory dues
27. To open bank accounts and to operate the same.
28. To enter into any agreements or other arrangements with any Government or Authority, Central, State, Foreign, Municipal or local statutory body, any persons or with any of their authorized agents or otherwise which may seem conducive to the objects of the company or any of them and to obtain from any such Government, authority, statutory body, person or any of their authorized agents, subsidies, loans indemnities, charters, grants, gifts, contracts, licenses, concessions, patents, immunities, decrees, authorizations, rights or privileges whatsoever which the Company may think fit or which may seem to the Company capable of being turned to account and to comply with work, develop, carry out exercise and turn to account any or all of them.
29. To amalgamate with or to acquire and undertake the whole or any part of the business or liabilities of any person, firm, trust, body corporate, cooperative society carrying on similar business or proposing to carry which the Company is authorized to carry on or having property suitable for the purposes of the Company or which can be carried on in conjunction therewith

30. To carry on such other activities which can, in the opinion of the Company, be advantageously, or conveniently carried on by the Company by way of extension of or in connection with the business as aforesaid or is calculated directly or indirectly to develop the Company's business or to increase the value of or turn to account any of the assets, property, right, invention or research of the Company.
31. To establish and maintain or procure the establishment and maintenance of any provident fund or any non-contributory pension or superannuation fund to contribute and to receive contributions from any fund, institution or any other person whether or not such a person is an employee of the Company, including to receive any accumulated provident or other fund credited to the account of any person with any other employer or organization and to contribute any such fund maintained by any other organization, and to give or procure the giving of donations, gratuities, pensions, allowances, incentives, emoluments, or any other payment to any persons, who are or were at any time in the employment or service of the Company and the wives, widows, families, dependents, relatives or connections of any such persons, and to provide for the welfare of all or any of the aforesaid persons from time to time by subscribing or contribution to any institutions, associations, funds, clubs, trusts and profit sharing or other schemes and by building or contributing to any institutions, associations, funds, clubs, trusts and profit sharing or other schemes and by building or contributing to the building or dwelling houses or quarters and by providing, subscribing or contributing towards recreation, hospitals and dispensaries, medical and other attendance and to make payments to or towards the insurance of any such person as aforesaid and to do any of the matter aforesaid either alone or in conjunction with any such other Company or institution as aforesaid.
32. To apply for, promote and obtain from Government or State or Act of Parliament or Legislature or Authority any charter, rights and immunities, privileges, guarantees and counter guarantees, indemnities, grants, gifts, concessions, licenses or authorizations, decrees of any Government or Authority, Central, State, Foreign, Municipal or local or other authority for enabling the company to carry its business or any of its objects into effect or for extending any of the activities of the Company or for effecting any modifications of the may seem expedient, and to oppose any proceedings or application which may seem calculated directly or indirectly to prejudice the interests of the Company and for this purpose to take help of any expert to incur necessary expenses.
33. To receive contributions, subscriptions, donations, grants, gifts, benefits, perquisites, subsidies, loans, advances and financial aid in any form or in any manner or by any means which may be deemed conducive and prudential for the objectives and operations of the Company from the members, any Government or Authority, Central State, Foreign, Municipal or Local or otherwise or from the Government and/or Semi-government agencies, non-government organizations or other persons.

Provided that the Company shall not support with its funds or endeavor to impose on or procure to be observed by its members or others, any regulation or restriction which if an object of the Company, would make the Company a Trade Union.

- IV The objects of the Company shall be to the whole over India.
- V 1. The income and property of the Company, when so ever derived shall be applied solely for the promotion of its objects as set forth in this Memorandum.
2. No portion of the income of property as aforesaid shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to persons who, at any time are, or have been members of the Company or to anyone or more of them or to any person calming through anyone or more of them.
3. Except with the previous approval of the Central Government, no remuneration, or other benefit in money or moneys worth shall be given by the Company to any members, whether officers or servants of the Company or not, except payment for out of pocket expenses, reasonable and proper interest on money lent, or reasonable and proper rent on premises let to the Company.
4. Except with, the previous approval of the Central Government, no shall be appointed to any office under the Company which is remunerated by salary, fees or in any other manner not excepted by sub-clause-(iii).
5. Nothing in this clause shall prevent the payment by the Company in good faith of reasonable remuneration to any of its officers or servants (not being members) in return for any services actually rendered to the Company.
- VI No alteration shall be made to this Memorandum of Association or to the Articles of Association of the Company which are for the time being in force, unless the alteration has been previously submitted to and approved by the Regional Director, Minister of Company Affairs Western Region Mumbai.
- VII The liability of the members is limited.
- VIII ****The Authorised Share Capital of the Company is Rs.20,00,00,000/- (Rupees Twenty Crores Only) divided into 20,00,000 (Twenty Lacs only) Equity Shares of Rs.100/- (Rupee One Hundred only) each.**
- IX True accounts shall be kept of all sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place, and of the property, credits and liabilities of the company, and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Company for the time being in force, the accounts of the Company shall be open to inspection of the members. Once at least in every year, the accounts of the Company shall be examined and the correctness of the balance sheet and the income and expenditure accounts ascertained by one or more properly qualified auditor or auditors.
- X If upon a winding up or dissolution of the Company there remains after the satisfaction of all the debts and liabilities any property whatsoever, the same shall not be distributed amongst the members of the Company but shall be given or transferred to such other Company having objects similar to the object of this company, to be determined by the members of the Company at or before the time of dissolution on in default thereof by the High Court Judicature that has or may acquire jurisdiction in the matter.

We the several persons, whose names, addresses, and descriptions are subscribed hereunder are desirous of being formed into a Company not for profit in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the Capital of the Company set opposite our respective names.

416

52

Name, Address, Description and Occupation of each subscriber	Number of Equity Shares taken by each Subscriber	Signature of Subscriber	Name, Address Description and Occupation of Witness
1) Dr. Vinod Nowal S/o Late Shri Mandanlal C/o.Jindal Iron & Steel Co.Ltd., B-6, MIDC- Tarapur Occupation - Service	1000 (One Thousand)	Sd /-	<p>Witness to Subscribers 1 to 7 Sd/- Shri. V. K. P. PILLAI Manager S/o. (Late) Shri T.S. Balakrishnan P.Pillai Tarapur Environment Protection Society P-14, Recreation Centre, M.I.D.C. Tarapur-401506 Occupation - Service</p> 
2) Shri Dinesh Jasani S/o. Kumbhandas Jasani Archana B-63/64, Near Chandan Circle 6 th floor, New D.N.Nagar, Versova link Rd, Andheri(West) Mumbai-58 Occupation - Business	1000 (One Thousand)	Sd /-	
3) Shri Prakash Moreshwar Patil S/o.Moreshwar V. Patil H-101,Krishna Co-op.Hsg.Society Shantirai, Borivali (East), Mumbai 400 066 Occupation - Business	1000 (One Thousand)	Sd /-	
4) Shri Bharat Kumar Poddar S/o.Bajranglal Poddar 102,Saugat Bldg, Sector-3 Opp-Apna Bazar, Dr.Ambedkar Rd, Charkop , Kandivli (West) Mumbai- 400 067 Occupation - Business	1000 (One Thousand)	Sd /-	
5) Shri Velji Karamshi Gogri S/o. Karamshi D.Gogri F-703, Ashok Nagar, Vazira Naka, L.T.Road, Borivli (West), Mumbai- 400 091 Occupation - Business.	1000 (One Thousand)	Sd /-	
6) Shri Sadashiv B. Shetty S/o.Bommayya Shetty, 7 Star,402A Jairajnagar,Opp.Amezon Complex, Borivli (West), Mumbai- 400 091 Occupation - Business	1000 (One Thousand)	Sd /-	
7) Shri Dinkar K. Raut S/o. Keshav A. Raut, 3/40, Nav Sarvoday,A.W. Vartak Rd, Vile Parle (East), Mumbai - 400 057 Occupation -Business	10 (Ten)	Sd /-	
	6010 <u>(Six Thousand & Ten only)</u>		

Date : 17th August 2004

Place : Mumbai

Handwritten signature/initials

TELEGRAM : "COMPANYREG"

TELE :
22812627
2281 2645
2281 3760
2281 1977 (Fax)

E-mail : roc.mumbai@mca.gov.in

Website : www.mca.gov.in

GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS
OFFICE OF THE REGISTRAR OF COMPANIES,
'EVEREST' BUILDING, 100 MARINE DRIVE,
MUMBAI - 400 002

No. ROC/Sec.25(8)/23/9/12

To,
M/s.TARAPUR ENVIRONMENT
PROTECTION SOCIETY
PLOT NO 29 MIDCTARAPUR,
BOISAR,THANE- 401506

MUMBAI - 400 002

/3133

EXPRESS POST
Dated:

26 SEP 2012

Sub: Approval under Section 25(8) of the Companies Act, 1956- for
Alteration to the Article of Association of the Company.

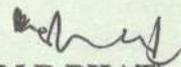
Sir,

With reference to the correspondence resting with Challan No. B58165580 dated 24-09-2012 in exercise of the powers delegated to me under Section 25(8) of the Companies Act, 1956 by the Government of India, Ministry of Corporate Affairs, Notification No.G.S.R.368 (E) dated 9.5.2011, I hereby accord approval to the alteration in the Article of Association, as proposed in the AGM held on 21.07.2012,(copy enclosed) by way of amendment in Art.49 of the Article of Association as annexed hereto.

The Central Government reserves its right to withdraw its approval at any later stage if the information submitted to Central Government is found to be incomplete/incorrect/missing/false or for any contravention of rules regulations and provisions of the Companies Act, 1956 or under any other statutory authority.

I am to add that the above approval is subject to compliance of provision of Section 31,189 and 192 of the Companies Act, 1956.

Yours faithfully,



(M.R.BHAT)

REGISTRAR OF COMPANIES
MAHARASHTRA,MUMBAI



Encl:-as above



TARAPUR ENVIRONMENT PROTECTION SOCIETY

Incorporated under Section 25 of Companies Act, 1956

(vide Regn.No. U 91990 MH 2004 NPL 148221)

Reg. Office & work Site : Plot No. AM-29/ Pt, Nr. Shivaji Nagar,
MIDC Tarapur, Dist. Thane Pin-401 506

Ph. (02525) 325 656 / 205013

E-mail : teps123_cetp@yahoo.co.in

Amesh D. Poddar
CHAIRMAN

Prakash M. Patil
VICE CHAIRMAN

S. B. Shetty
SECRETARY

Ashok M. Saraf
TREASURER

CERTIFIED TRUE COPY OF THE SPECIAL RESOLUTION PASSED AT THE SEVENTH ANNUAL GENERAL MEETING OF THE SHAREHOLDERS OF TARAPUR ENVIRONMENT PROTECTION SOCIETY HELD ON SATURDAY, THE 21ST JULY, 2012 AT 12.00 NOON AT RECREATION CENTRE, TARAPUR INDUSTRIAL MANUFACTURERS ASSOCIATION (TIMA), P-14, MIDC, TARAPUR INDUSTRIAL AREA, TARAPUR, BOISAR, DIST. THANE-401 506.

MENDMENT OF ARTICLES OF ASSOCIATION

RESOLVED THAT pursuant to section 31 and all other applicable provisions, if any, of the Companies Act, 1956 (including any Statutory modification(s) and re-enactment thereof for the time being in force) and provisions of other statutes, as applicable and subject to such other approvals, consents, permissions and sanctions as may be necessary from appropriate authorities, the following article to the Articles of Association of the Company be and is hereby altered and shall stand modified as under :

Article 49

The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meeting in that year. All General Meeting other than Annual General Meeting shall be called Extra Ordinary General Meeting. The first Annual General Meeting shall be held within six months after the expiry of each financial year, provided that not more than fifteen months shall elapse between the date of one Annual General Meeting and that of the next. Nothing contained in the forgoing provisions shall be taken as affecting the right conferred upon the registrar under the provisions of Section 166(i) of the Act to attend the time within which any Annual General Meeting may be held. Every Annual General Meeting shall be called for a time during business hours, on a day that is not a public holiday, and shall be held *within the industrial limit of Tarapur MIDC Belt*) or *within the City of Mumbai* as the Board may determine and the notice calling the meeting shall specify it as the Annual General meeting. The company may in any one Annual General Meeting fix the time for its subsequent Annual General Meeting. Every Member of the Company shall be entitled to attend in person only and the Auditor of the Company shall have the right to attend and to be heard at any General Meeting which he attends on any part of the business which concern him as Auditor. No Member of the Company (other than an individual) shall be entitled to appoint a proxy to attend and vote on its behalf at any general meeting of the Company. At every Annual General Meeting of the Company, their shall be laid on the table the Director's Report and Audited Statement of Account, Auditors Report (if not already incorporated in the Audited Statements of Account), the Register of Directors shareholding shall remain open and accessible during the continuance of the meeting. The Board shall cause to be prepared the Annual list of members, summary of the Share Capital, Balance Sheet and Profit and Loss Account and forward the same to the registrar in accordance with Section 159, 161 & 220 of the Act."

Certified True Copy

For Tarapur Environment Protection Society

Sd/-
Amesh Kumar Poddar

THE COMPANIES ACT, 1956

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

TARAPUR ENVIRONMENT PROTECTION SOCIETY

PRELIMINARY

The regulations contained in Table "A" in Schedule I to the Act, (hereinafter referred to as Table "A") shall be deemed to be incorporated with and form part of these Articles with the exception of such portions of Table "A", as are hereinafter expressly or by necessary implication excluded, altered or modified.

The number of members with which the company proposes to be registered is 1000 , but the directors may from time to time register an increase of members with the approval of the Regional Director, Western Region, Mumbai and the minimum number of member is 7 (seven)

INTERPRETATION

In the interpretation of these Articles, unless repugnant to the subject or context :

- a) "The Company" or "The Association" or "The Society" means Tarapur Environment Protection Society
- b) "The Act" means the Companies Act, 1956 , or any statutory modification or re-enactment thereof for the time being in force
- c) "Accounting Year" means period commencing from the 1st day of April of a calendar year and ending on the 31st day of March of the immediately succeeding calendar year or such other period as may be decided by the Board of Directors from time to time.
- d) "Auditor" means and includes those persons appointed as such for the time being by the Company
- e) "Capital" means the share capital for the time being raised or authorized to be raised for the purpose of the Company.
- f) "Directors" means the Directors for the time being of the Company or, as the case may be, the Directors assembled at a Board.
- g) "Member" means the duly registered holder from time to time of the shares of the Company and includes the subscribers of the Memorandum of the Company.
- h) "Meeting" or "General Meeting" means a meeting of members.
- i) "Annual General Meeting" means a general meeting of the members held in accordance with the provision of Section 166 of the Act,

- j) "Extraordinary General Meeting" means an extraordinary general meeting of the members duly called and constituted and any adjourned holding thereof.
- k) "Month" means a calendar month.
- l) "Office" means the registered office for the time being of the Company.
- m) "Paid-up" includes credited as paid up.
- n) "Persons" includes corporations and firms.
- o) "Register of Members" means the register of member to be kept pursuant to the Act.
- p) "The Registrar" means the Registrar of Companies of the State in which the office of the Company is for the time being situate.
- q) "Secretary" includes a temporary or Assistant Secretary or any person or persons appointed by the Board to perform any of the duties of a Secretary.
- r) "Seal" means the Common Seal for the time being of the Company
- s) "Share" means share in the share capital of the Company and includes stock except where a distinction between stock and share is expressed or implied.
- t) "Ordinary Resolution" and "Special Resolution" shall have the meanings assigned thereto by Section 189 of the Act.
- u) "Words" importing the masculine gender also include the feminine gender
- v) "Words" importing the singular number include, where the context admits or requires, the plural number and vice versa

MEMBERSHIP

4. The membership of the company shall consist of ordinary members. Any person who owns, runs and/or operates any industrial and/or manufacturing unit based in MIDC industrial area at Tarapur in Maharashtra, India, or who has interests /objects similar to those of the company or who satisfies such other qualifications and criteria as may be prescribed by the Company by means of a resolution to this effect, from time to time shall be eligible for the membership of the Company
5. No person whether or not he is entitled to be admitted as member of the Company shall be admitted to membership if the Board of Directors decides that he should not be so admitted and the decision of the Board of Directors on any application of any such person shall be final conclusive and binding on any person submitting any application for becoming member of the company

ADMISSION TO MEMBERSHIP

6. A person eligible to be a member of the Company and who is desirous of becoming a member may apply to the Company in the Application Form subscribing to such number of Shares as may be determined by the Board of Directors pursuant to and in accordance with the applicable provisions, if any, of the Companies Act, 1956 and the Articles of Association and payment of the application money in respect of the Shares subscribed for by the applicant and payment of the prescribed fees as may be determined, by the Board of

7. Every application for membership and subscription to the Shares shall be placed before the Board of Directors at its meeting or circulated among the members of the Board of Directors for their consideration.

421

57

8. The Board of Directors may admit the applicant as a member by allotment of the Shares subscribed for pursuant to and in accordance with the applicable provisions of the Act or may, without assigning any reason reject the application.

9. The applicant admitted as a member shall be deemed to have joined the Company from the date of allotment of the Shares in terms of the provisions of this Articles

10. On an applicant being rejected as a member, he shall be intimated of the same and the application money paid in respect of the share subscription and the fees paid by the applicant shall be refunded to the applicant.

11. No member shall be entitled to any benefit or privilege of membership until the Shares have been allotted in terms of the provisions of this Articles.

SHARES AND CERTIFICATES

12. The Company shall cause to be kept a Register and index of Members in accordance with Sections 150 and 151 of the Act. The Company shall be entitled to keep in any State or country outside India a branch Register of Members resident in that State or country.

13. The shares in the capital shall be numbered progressively according to their several denominations, and except in the manner hereinbefore mentioned no share shall be sub-divided. Every forfeited or surrendered share shall continue to bear the number by which the same was originally distinguished.

14. (a) Where at any time after the expiry of two years from the formation of the Company or at any time after the expiry of one year from the allotment of shares in the Company made for the first time after its formation whichever is earlier, it is proposed to increase the subscribed capital of the Company by allotment of further shares, whether out of unissued share capital or out of increased share capital then such further shares shall be offered to the persons who at the date of the offer, are holders of the equity shares of the Company, in proportion, as nearly as circumstances admit, to the capital paid upon these shares to that date. Such offer shall be made by a notice specifying the number of shares offered and limiting a time not being less than 15 days from the date of the offer within which the offer, if not accepted, will be deemed to have been declined. After the expiry of the time specified in the notice aforesaid or on receipt of earlier intimation from the person to whom such notice is given, if he declines to accept the shares offered the Board may dispose of them in such manner as they think most beneficial to the Company.

(b) Notwithstanding anything contained in the proceeding sub-clause the Company may –

(i) by a special resolution or

(ii) Where no such special resolution is passed, if the votes cast (whether on a show of hands, or on a poll, as the case may be) in favour of the proposal contained in the resolution moved in that general meeting by members who, being entitled so to do, vote in person, exceed the vote if any, cast against the proposal by members so entitled and voting and

422 58
the Central Government is satisfied on an application made by the Board of Directors in this behalf, that the proposal is most beneficial to the Company.

Offer further shares to any person or persons who owns, runs and/or operates any industrial and/or manufacturing unit based in MIDC industrial area at Tarapur in Maharashtra, India.

- (c) Notwithstanding anything contained in sub-clause (a) above but subject however, to Section 81(3) of the Act, the Company may increase its subscribed capital on exercise of an option attached to the debentures issued or loans raised by the Company to convert such debentures or loans into shares, or to subscribe for shares in the Company.
15. Subject to the provisions of these Articles and of the Act, the Shares (including any shares forming part of any increased capital of the Company) shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons in such proportion on such terms and conditions and at such times as the Directors think fit.
16. Every member, or his heirs, executors or administrators shall pay to the Company the portion of the capital represented by his share or shares which may, for the time being, remain unpaid thereon, in such amounts, at such time or times, and in such manner as the Board shall, from time to time in accordance with the Company's regulations, required or fix for the payment thereof.
17. (a) Every member or allottee of shares shall be entitled without payment, to receive one certificate specifying the name of the person in whose favour it is issued, the shares to which it relates and the amount paid up thereon. Such certificate shall be issued only in pursuance of a resolution passed by the Board and on surrender to the Company of its letter of allotment. Every such certificate shall be issued under the seal of the Company, which shall be affixed in the presence of two Directors or persons acting on behalf of the Directors or their attorneys and the Secretary or other persons shall sign the shares certificate, provided that if the composition of the Board permits it, at least one of the aforesaid two Directors shall be a person other than a Managing or whole time Director. Particulars of every share certificate issued shall be entered in the Register of Members against the name of the person to whom it has been issued, indicating the date of issue.
- (b) Any allottee of a share shall, for the purpose of this Article, be treated as a single member and there shall be no joint ownership of any shares in the company.
- (c) A Director may sign a share certificate by affixing his signature thereon by means of any machine, equipment or other mechanical means, such as engraving in metal or lithograph but not by means of a rubber stamp, provided that the Director shall be responsible for the safe custody of such machine, equipment or other material used for the purpose
18. (a) No certificate of any share or shares shall be issued either in exchange for those which are sub-divided or consolidated or in replacement of those which are defaced, torn or old, decrepit, worn out, or where the pages on the reverse for recording transfers have been fully utilized, unless the certificate in lieu of which it is issued is surrendered to the Company.

- (b) When a new share certificate has been issued in pursuance of clause (a) of this Article it shall state on the face of it and against such counterfoil to the effect that it is "issued in lieu of Share Certificate No. subdivided/replaced/on consolidation of shares".
- (c) If a share certificate is lost or destroyed, a new certificate in lieu thereof shall be issued only with the prior consent of the Board and on such terms, if any, as to evidence and indemnity as to the payment of out-of-pocket expenses incurred by the company in investigating evidence, as the Board thinks fit.
- (d) When a new share certificate has been issued in pursuance of clause (c) of this Article, it shall state on the face of it or counterfoil to the effect that it is "duplicate issued in lieu of share certificate No.....". The word "Duplicate" shall be stamped or punched in bold letters across the face of the share certificate.
- (e) Where a new share certificate has been issued in pursuance of clause (a) or clause (c) of this Article particulars of every such share certificate shall be entered in a Register or Renewed and Duplicate Certificates indicating against the names of the persons to whom the certificate is issued, the number and date of issue of the share certificate in lieu of which the new certificate is issued and the necessary changes be indicated in the Register of Members by suitable cross reference in the "Remarks" column.
- (f) All blank forms to be issued for issue of share certificates shall be printed and the printing shall be done only on the authority of a resolution of the Board. The blank forms shall be consecutively machine numbered and the forms and the blocks, engravings, facsimiles and hues relating to the printing of such forms shall be kept in the custody of the Secretary or such other person as the Board may appoint for the purpose; and the Secretary or the other person aforesaid shall be responsible for rendering an account of these forms to the Board.
- (g) The Managing Director of the Company for the time being or, if the Company has no Managing Director, every Director of the Company shall be responsible for the maintenance, preservation and safe custody of all books and documents relating to the issue of share certificates except the blank forms of share certificates referred to in clause (f) of this Article.
- (h) All books referred to in clause (g) of this Article shall be preserved in good order permanently.

19 Except as ordered by a Court of competent jurisdiction or as by law required, the Company shall not be bound to recognize any equitable, contingent, future or partial interest in any share, or (except only as is by these Article otherwise expressly provided) any right in respect of a share other than an absolute right thereto in accordance with these Articles in the person from time to time registered as the holder thereof; but the Board shall be at liberty at their sole discretion to register any share in the joint names of any two or more persons or the survivor or survivors of them.

CALLS

20. The Board may, from time to time, subject to the terms on which any shares, may have been issued and subject to the conditions of allotment, by a resolution passed at a meeting of the Board (and not by circular resolution) make such call as it thinks fit upon the members in respect of all moneys unpaid on the shares held by them respectively and each member shall pay the amount of every call so made on him to the person or persons and at the time

21. Fifteen days notice in writing of any call shall be given by the Company specifying the time, place of payment, and the person or persons to whom such call shall be paid.
22. A call shall be deemed to have been made at the time the resolution authorizing such call was passed at a meeting of the Board.
23. A call may be revoked or postponed at the discretion of the Board.
24. The joint-holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
25. The Board may, from time to time at its discretion extend the time fixed for the payment of any call and may extend such time as to all or any of the members who from, residence at a distance or other cause, the Board may deem fairly entitled to such extension save as a matter of grace and favour.
26. If any member fails to pay any call due from him on the day appointed for payment thereof, or any such extension thereof as aforesaid, he shall be liable to pay interest on the same from the day appointed for the payment thereof to the time of actual payment at such rate as shall from time to time be fixed by the Board but nothing in this Article shall render it obligatory for the Board to demand or recover any interest from any such member
27. Any sum, which may by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall for the purposes of these Articles be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable, and in case of non-payment, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
28. On the trial or hearing of any action or suit brought by the Company against any member or his representatives for the recovery of any money claimed to be due to the company in respect of his shares, it shall be sufficient to prove that the name of the member in respect of whose shares the money is sought to be recovered, appears entered on the Register of Members as the holder, at or subsequently to the date at which the money is sought to be recovered, is alleged to have become due on the shares in respect of which such money is sought to be recovered, that the resolution making the call is duly recorded in the Minutes Book; and that notice of such call was duly given to the member or his representatives in pursuance of these Articles and that it shall not be necessary to prove the appointment of the directors who made such call, nor that a quorum of Directors was present at the Board at which any call was made nor that the meeting at which any call was made duly convened or constituted nor any other matters whatsoever, but the proof of the matter aforesaid shall be conclusive evidence of the debt.
29. Neither the receipt by the company of a portion of any money which shall from time to time be due from any member to the Company in respect of his shares, either by way of principal or interest, nor any indulgence granted by the Company in respect of the payment of any such money, shall preclude the Company from thereafter proceeding to enforce a forfeiture of such shares as hereinafter provided.

30. (a) The Board may, if it thinks fit, to and receive from any member willing to advance the same, all or any part of the amounts of his respective shares beyond the sums, actually called up and upon the moneys so paid in advance, or upon so much thereof from time to time and at any time thereafter as exceeds the amount of the calls then made upon and due in respect of the shares on account of which such advances are made, the Board may pay or allow interest, at such rate as the member paying the sum in advance and the Board agree upon. The Board may agree to repay at any time an amount so advanced or may at any time repay the same upon giving to the member one months' notice in writing.
- (b) No member paying any such sum in advance shall be entitled to voting rights in respect of the moneys so paid by him until the same would but for such payment become presently payable.

LIEN

31. The Company shall have a first and paramount lien upon all the shares (other than fully paid-up shares) registered in the name of each member (whether solely or jointly with others) and upon the proceeds of sale thereof, for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such shares and no equitable interest in any shares shall be created except upon the footing, and upon the condition that Article 20 hereof is to have full effect. Unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of the Company's lien, if any, in such shares.
32. For the purpose of enforcing such lien, the Board may sell the shares subject thereto in such manner as they shall think fit, and for that purpose may cause to be issued a duplicate certificate in respect of such shares and may authorize one of their member to execute a transfer thereof on behalf of and in the name of such member. No sale shall be made until such period as aforesaid shall have arrived, and until notice in writing of the intention to sell shall have been served on such member or his representatives and default shall have been made by him or them in payment, fulfillment, or discharge of such debts, liabilities, or engagements for fourteen days after such notice.
33. The net proceeds of any such sale shall be received by the Company and applied in or towards payment of such part of the amount in respect of which the lien exists as is presently payable and the residue, if any, shall (subject to a like lien for sums not presently payable as existed upon the shares before the sale) be paid to the persons entitled to the shares at the date of the sale.

FORFEITURE OF SHARES

34. If any member fails to pay any call or installment of a call on or before the day appointed for the payment of the same or any such extension thereof as aforesaid, the Board may at any time thereafter, during such time as the call or installment remains unpaid, give notice to him requiring him to pay the same together with any interest that may have accrued. and all expenses that may have been incurred by the Company by reason of such non-payment.
35. The notice shall name a further day (not being less than fourteen days from the date of the notice) and a place or places on and at which such call or installment thereon together with interest at such rate as the Directors shall determine from the day on which such call or installment ought to have been paid and expense as aforesaid, are to be paid. The notice shall also state that, in the event of non-payment at or before the time at the place appointed, the shares in respect of which such call was made or installment is payable, will be liable to be forfeited.

36. If the requirements of any such ~~as~~ as aforesaid be not be complied with every or any share in respect of which such notice has been given, may at any time thereafter before payment of calls or installments, interest and expenses due in respect thereof, be forfeited by a resolution of the Board to that effect.
37. When any share shall have been so forfeited notice of the forfeiture shall be given to the member in whose name it stood immediately prior to the forfeiture, and an entry of the forfeiture with the date thereof, shall forthwith be made in the Register of Members, but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or make any such entry as aforesaid.
38. Any share so forfeited shall be deemed to be the property of the Company, and may be sold, re-allotted, or otherwise disposed of, either to the original holder thereof or to any other person upon such terms and in such manner as the Board shall think fit.
39. Any member whose shares have been forfeited shall notwithstanding the forfeiture, be liable to pay and shall forthwith pay to the Company, on demand all calls, installments, interest and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of the forfeiture, until a payment, at such rate as the Board may determine and the Board may enforce the payment thereof, if it thinks fit.
40. The forfeiture of a share involve extinction at the time of the forfeiture, of all interest in and all claims and demands against the Company, in respect of the share and all other rights incidental to the share, except only such of those rights as by these Articles are expressly saved.
41. A declaration in writing that the declarant is a Director or Secretary of the Company and that a share in the Company has been duly forfeited in accordance with these Articles on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the shares.
42. Upon any sale after forfeiture or for enforcing a lien purported exercise of the powers hereinbefore given, the Board may appoint some person to execute an instrument of transfer of the shares sold and cause the purchaser's name to be entered in the Register in respect of the share sold and the purchaser shall not be bound to see the regularity of the proceedings, or to the applications of the purchase money, and after his name has been entered in the Register in respect of such shares the validity of the sale not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.
43. Upon any sale, re-allotment or other disposal under the provisions of the preceding Articles, the certificate or certificates originally issued in respect of the relative shares shall (unless the same shall on demand by the Company have been previously surrendered to it by the defaulting member) stand cancelled and become null and void and of no effect, and the Directors, shall be entitled to issue a duplicate certificate or certificates in respect of the said shares to the person or persons, entitled thereto.
44. The Board may at any time before any share so forfeited shall have been sold, re-allotted or otherwise disposed of, annul the forfeiture thereof upon such conditions as it thinks fit.

45. The Board shall formulate norms for transfer of shares separately. The Board may, however, as its own absolute discretion and without assigning any reason, decline to register or acknowledge any transfer of shares, whether fully paid or not in the event the proposed transferee is not eligible for admission as a member in terms of the provisions of Article 4 or the Board is of the considered opinion that the admission of the proposed transferee as a member would not be in the interests of the company.

ALTERATION OF CAPITAL

46. The company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.
47. The company may, by ordinary resolution :
- (a) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
 - (b) Sub-divide its existing shares or any of them into shares of small amount than is fixed by the memorandum, subject, nevertheless, to the provisions of clause (d) of sub-section (1) of section 94 ;
 - (c) Cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.
48. The company may, by special resolution, reduce in any manner and with and subject to, any incident authorized and consent required by law,
- (a) its share capital;
 - (b) any capital redemption reserve account ; or
 - (c) any share premium account.

GENERAL MEETINGS

- *49. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meeting in that year: All General Meeting other than Annual General Meeting shall be called Extra Ordinary Meeting. The first Annual General Meeting shall be held within six months after the expiry of each financial year, provided that not more than fifteen months shall elapse between the date of one Annual General Meeting and that of the next. Nothing contained in the forgoing provisions shall be taken as affecting the right conferred upon the registrar under the provisions of Section 166(i) of the Act to extend the time within which any Annual General Meeting may be held. Every Annual General Meeting shall be called for a time during business hours, on a day that is not a public holiday, and shall be held *within the Industrial limit of Tarapur (MIDC Belt) or within the City of Mumbai* as the Board may determine and the Notice calling the meeting shall specify it as the Annual General Meeting. The Company may in any one Annual General Meeting fix the time for its subsequent Annual General Meeting. Every member of the Company shall be entitled to attend in person only and the Auditor of the Company shall have the right to attend and to be heard at any General Meeting which he attends on any

* Amended vide Special Resolution passed at the Seventh Annual General Meeting of the members of the Company held on 21st July, 2012 and approval of the Registrar of Companies, Maharashtra, Mumbai, letter no. ROC/ Sec. 25(8)23/9/12/3134 dated 26th September, 2012.

- part of the business which concern him as Auditor. No member of the Company (other than individual) shall be entitled to appoint a proxy to attend and vote on its behalf at any general meeting of the Company. At every Annual General Meeting of the Company, their shall be laid on the table the Director's Report and Audited Statement of Account, Auditors Report (If not already incorporated in the Audited Statements of Account), the Register of Directors Shareholdings shall remain open and accessible during the continuance of the meeting. The Board shall cause to be prepared the Annual list of members, Summary of the Share Capital, Balance Sheet and Profit and Loss Account and forward the same to the Registrar in accordance with Section 159, 161 and 220 of the Act.
50. The Board may, whenever it thinks fit, call an Extraordinary General Meeting and it shall do so upon a requisition in writing by any member or members holding in the aggregate not less than one-tenth of such of the paid-up capital as at that date carries the right of voting in regard to the matter in respect of which the requisition has been made.
 51. Any valid requisition so made by members must state the object or objects of the meeting proposed to be called, and must be signed by the requisitionist and be deposited at the office provided that such requisition may consist of several documents in like form each signed by one or more requisitionists.
 52. Upon the receipt of any such requisition, the Board shall forthwith call an Extraordinary General Meeting and if they do not proceed within twenty-one days from the date of the requisition being deposited at the office to cause a meeting to be called on a day not later than forty-five days from the date of deposit of the requisition, the requisitionists, or such of their number as represent either a majority in value of the paid-up share capital held by all of them or not less than one-tenth of such of the paid-up share capital of the Company as is referred to in Section 169(4) of the Act, whichever is less, may themselves call the meeting, but in either case any meeting so called shall be held within three months from the date of the delivery of the requisition as aforesaid.
 53. Any meeting called under foregoing articles by the requisitionists shall be in the same manner, as nearly as possible, as that in which meetings are to be called by the Board.
 54. Twenty-one days' notice at the least of every General Meeting, Annual or Extraordinary, and by whomsoever called specifying the day, place and hour of meeting, and the general nature of the business to be transacted thereat, shall be given in the manner hereinafter provided, to such persons as are under these Articles entitled to receive notice from the Company. Provided that in the case of an Annual General Meeting with the consent in writing of all the members entitled to vote thereat and in case of any other meeting, with the consent in writing of all the members holding not less than 95 per cent of such part of the paid-up share capital of the Company as gives a right to vote at the meeting, a meeting may be convened by a shorter notice. In the case of an Annual General Meeting, if any business other than (i) the consideration of the Accounts, Balance Sheets and Reports of the Board of Directors and Auditors, (ii) the appointment of Directors in place of those retiring, (iii) the appointment of and fixing of the remuneration of the Auditors, is to be transacted, and in the case of any other meeting in any event there shall be annexed to the notice of the Meeting a statement setting out all material facts concerning each such item of business including in particular the nature of the concern of interest, if any therein of every Director, and the Manager (if any), where any such item of special business relates to or affects any other Company, the extent of share-holding interest in other company of every Director, and the Manager, if any, of the Company shall also be set out in the statement if the extent of such shareholding interest is not

less than 20 per cent of the paid up capital of that other Company. Where any item of business consists of the according of approval to any document by the meeting, the time and place where the document can be inspected shall be specified in the statement aforesaid.

55. The accidental omission to give any such notice as aforesaid to any of the members, or the non-receipt thereof, shall not invalidate any resolution passed at any such meeting.
56. No General Meeting, Annual or Extraordinary, shall be competent to enter upon discuss or transact any business which has not been mentioned in the notice or notices upon which it was convened.
57. The quorum for any General Meeting shall be one third(fraction, if any, shall be ignored) of the members ,present in person
58. A body corporate being a member shall be deemed to be personally present it is represented in accordance with Section 187 of the Act.
59. If at the expiration of half an hour from the time appointed for holding a meeting of the Company, a quorum shall not be present, the meeting, if convened by or upon requisition of members, shall stand dissolved, but in any other case the meeting shall stand adjourned to the same day of the 3rd week or if that day is a public holiday until the next succeeding day which is not a public holiday at the same time and place or to such other day, and at such other time and place in the city or town in which the Office of the Company is for the time being situate, as the Board may determine and if at such adjourned meeting a quorum is not present at the expiration of half an hour from the time appointed for holding the meeting, the members present shall be a quorum and may transact the business for which the meeting was called .
60. The Chairman (if any) of the Directors shall be entitled to take the chair at every General Meeting whether Annual or extraordinary. If there be no such Chairman of the Directors, or if at any meeting he shall not be present within fifteen minutes of the time appointed for holding such meeting or if he shall be unable or unwilling to take the Chair, then the Vice-Chairman (if any) of the Directors shall be entitled to take the Chair and if there be no such Vice-Chairman or if he be not so present, the members present shall elect another director as Chairman, and if no Director be present or if all the Directors present decline to take the Chair then the members present shall elect one of their member to be the Chairman.
61. No business shall be discussed at any General Meeting except the election of a Chairman, whilst the Chair vacant.
62. The Chairman with the consent of the members may adjourn any meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which adjournment took place.
63. At any General Meeting a resolution put to vote of the meeting shall be decided on a show of hands .At any meeting every member shall be entitled for one vote on any resolution put to vote at such meeting irrespective of the number of shares held by the member. A declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority or lost and an entry to that effect in the Minute Book of the Company shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against that resolution.

- 430 66
64. In the case of an equality of votes, the Chairman shall on show of hands have a casting vote in addition to the vote to which he may be entitled as member.
 65. No member shall be entitled to vote at any General Meeting or Meeting of a class of shareholders in respect of any shares registered in his name on which any calls or other sums presently payable by him have not been paid or in regard to which the Company has, and has exercised, any right of lien.
 66. Subject to the provisions of these Articles and without prejudice to any special privileges or restrictions as to voting for the time being attached to any class of shares for the time being forming part of the capital of the Company, every member, not disqualified by the preceding Article shall be entitled to be present, and to speak and vote at such meeting, and on a show of hands every member present in person shall have one vote.
 67. A body corporate being a member may vote either by a representative duly authorized in accordance with Section 187 of the Act and such representative shall be entitled to exercise the same rights and powers on behalf of the body corporate which he represents as that body could exercise if it were an individual member.
 68. No objection shall be made to the validity of any vote, except at any meeting at which such vote shall be tendered, and every vote given personally, not disallowed at such meeting shall be deemed valid for all purposes of such meeting whatsoever.
 69. The Chairman of any meeting shall be the sole judge of the validity of every vote tendered at such meeting.
 70.
 - (1) The company shall cause minute of all proceedings of every General Meeting to be kept by making within thirty days of the conclusion of every such meeting entries thereof in books kept for that purpose with their pages consecutively numbered
 - (2) Each page of every such book shall be initialled or signed and the last page of the record of proceedings of each meeting in such book shall be dated and signed by the Chairman of the same meeting within that period or by a Director duly authorized by the Board for the purpose.
 - (3) In no case the minutes of proceedings of a meeting shall be attached to any such book as aforesaid by pasting or otherwise.
 - (4) The minutes of each meeting shall contain a fair and correct summary of the proceeding thereat.
 - (5) All appointments of officers made at any meeting aforesaid shall be included in the minutes of the meeting
 - (6) Nothing herein contained shall require or be deemed to require the inclusion in any such minutes of any matter which in the opinion of the Chairman of the meeting (a) is or could reasonably be regarded as, defamatory of any person, or (b) is irrelevant or immaterial to the proceedings, or (c) is detrimental to the interests of the Company. The Chairman of the meeting shall exercise an absolute discretion in regard to the inclusion or non-inclusion of any matter in the minutes on the aforesaid grounds.
 - (7) Any such minutes shall be evidence of the proceedings recorded therein.

- (8) The book containing the minutes of proceedings of General Meetings shall be kept at the office of the Company and shall be open during business hours, for such periods not being less than two hours in each day as the Directors determine, to the inspection of any member without charge.

431

67

CESSATION OF VOTING RIGHTS

71. A member shall cease to have any voting rights in respect of the Shares held in his name in the event :
- (a) the member fails to pay all its dues in terms of Article 73 of the Articles of Association of the Company , provided however, the Board may at its discretion and upon payment of such dues rescind the cessation of voting rights.
 - (b) the member ceases to be eligible to be a member in terms of Article 4 of the Articles of Association .
 - (c) the Board of Directors pass a resolution to the effect that (i) the member has refused , neglected , failed to comply with or violated any of the provisions of the Articles of Association , recommendation or decision of the company or that (ii) the conduct or behaviour of the member has endangered or is likely to endanger the harmony or has affected or is likely to affect the character, stability or interests of the company or has been or otherwise undesirable.

Provided that the Board Resolution as aforesaid shall be ratified by the members at the next general meeting held after the date of passing such a resolution.

CESSATION OF MEMBERSHIP

72. A member shall ipso facto cease to be a member of the company in one or more of the following cases:
- (a) upon transfer of shares in the manner laid down in these Articles.
 - (b) in case a member is an individual, if he is an un-discharged insolvent or makes composition under the insolvency Act, or
 - (c) in case a member is a Company, if it goes into liquidation.

ENTRANCE AND SUBSCRIPTION FEES

73. An applicant who is desirous of being admitted as a member shall pay along with his application for membership, entrance fee of such sum as may be decided by the company from time to time by a resolution to that effect
74. Every member shall in respect of every financial year (1st April to 31st March) pay to the company annual subscription fee of such sum as may be decided by the company from time to time by a resolution to that effect. Such annual subscription fees shall be paid in full within fifteen days from the commencement of each financial year. In respect of members admitted to membership during the financial year, such annual subscription fees for the full year shall be paid within fifteen days from the date of admission to the membership of the company in terms of the provisions of the Articles of Association.

75. In the event of failure by any member to pay the annual subscription fees on or before the due date specified in Article 91 of the Articles of Association, the amount of arrears from such member shall be reported to the Board of Directors. The Board of Directors shall give a notice in writing to the

concerned member calling upon it to pay the arrears of the annual subscription fees within fifteen days from the date of notice stating that on its failure to pay the arrears of annual subscription fee within the said prescribed period of fifteen days, it shall cease to have any voting rights in respect of shares held by such member in terms of the provisions of Article 71 of the Articles of Association

BOARD OF DIRECTORS

76. (1) until otherwise determined by a General Meeting of the Company and subject to the provisions of Section 252 of the Act, the number of Directors (excluding Debenture and Alternate Directors) shall not be less than three nor more than twelve.
- (2) The first Directors of the Company shall be
- (1) Dr. Vinod Nowal
 - (2) Mr. Dinesh Jasani
 - (3) Mr. Prakash Patil
 - (4) Mr. Bharat Kumar Poddar
 - (5) Mr. Velji Gogri
 - (6) Mr. Sadashiv B. Shetty
77. (1) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day to day.
- (2) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all traveling, hotel and other expenses properly incurred by them –
- (a) in attending and returning from meetings of the Board of directors or any committee thereof or general meetings of the company; or
 - (b) in connection with the business of the company.
78. A Director of the company shall not be bound to hold any qualification share.
79. The Board may pay all expenses incurred in getting up and registering the company
80. The company may exercise the powers conferred by section 50 with regard to having an official seal for use abroad, and such powers shall be vested in the Board
81. The company may exercise the powers conferred on it by section 157 and 158 with regard to the keeping of a foreign register; and the Board may (subject to the provisions of those sections) make and vary such regulations as it may think fit respecting the keeping of any such register.
82. All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person(s) and in such manner as the Board shall from time to time by resolution determine.
83. Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose
84. (1) The Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors

and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the Articles.

433

69

- (2) Such person shall hold office only up to the date of the next annual general meeting of the company but shall be eligible for appointment by the company as a director at the meeting subject to the provisions of the Act.

PROCEEDINGS OF BOARD

85. (1) The Board of directors may meet for the dispatch of business, adjourn and otherwise regulate its meetings, as it think fit.
 - (2) a director may, and the secretary on the requisition of a director shall, at any time, summon a meeting of the Board.
86. (1) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.
 - (2) In case of an equality of votes, the chairman of the Board, if any, shall have a second or casting vote.
87. The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the company, but for no other purpose.
88. (1) The Board may elect a chairman of its meetings and determine the period for which he is to hold office.
 - (2) If no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be chairman of the meeting.
89. (1) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.
 - (2) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.
90. (1) A committee may elect a chairman of its meetings.
 - (2) If no such chairman is elected, or if at any meeting the chairman is not present within five minutes after time appointed for holding the meeting, the members present may choose one of their number to be chairman of the meeting.
91. (1) A committee may meet and adjourn as it thinks proper
 - (2) Question arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the chairman shall have a second or casting vote.
92. All acts done by any meeting of the Board or of a committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more

such directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such director or such person had been duly appointed and was qualified to be a director

93. Save as otherwise expressly provided in the Act, a resolution in writing signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be as valid and effectual as if it had been passed at a meeting of the Board or committee, duly convened and held.

THE SEAL

94. (1) The Board shall provide for the safe custody of the seal
- (2) The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorized by it in that behalf, and except in the presence of at least two directors and of the secretary or such other person as the Board may appoint for the purpose and those two directors and the secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.

ACCOUNTS

95. (1) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the company, or any of them, shall be open to the inspection of members not being directors.
- (2) No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorized by the Board or by the company in general meeting.

INDEMNITY

96. Every officer or agent for the time being of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under section 633 in which relief is granted to him by the Court.

Every member shall bind himself to abide by these Articles of Association or any alternation or modification thereof that may be made from time to time in conformity with the Companies Act, 1956 for the time being in force subject to the approval of the Central Government.

We, the several persons, whose names, addresses, and descriptions are hereunder
desirous of being formed into a Company for profit in pursuance of this of
Articles of Association

435

71

Name, Address, Description and Occupation of each subscriber	Signature of Subscriber	Name, Address Description and Occupation of Witness
1) Dr. Vinod Nowal S/o Late Shri Mandanlal C/o Jindal Iron & Steel Co. Ltd., B-6, MIDC- Tarapur Occupation - Service	Sd /-	<p style="text-align: center;">Witness to Subscribers 1 to 7 Sd/- Shri. V. K. P. PILLAI Manager S/o. (Late) Shri T.S. Balakrishnan P. Pillai Tarapur Environment Protection Society P-14, Recreation Centre, M.I.D.C. Tarapur-401506 Occupation - Service</p> 
2) Shri Dinesh Jasani S/o. Kumbhandas Jasani Archana B-63/64, Near Chandan Circle 6 th floor, New D.N. Nagar, Versova link Rd, Andheri (West) Mumbai-58 Occupation - Business	Sd /-	
3) Shri Prakash Moreshwar Patil S/o. Moreshwar V. Patil H-101, Krishna Co-op. Hsg. Society Shantirai, Borivali (East), Mumbai 400 066 Occupation - Business	Sd /-	
4) Shri Bharat Kumar Poddar S/o. Bajranglal Poddar 102, Saugat Bldg, Sector-3 Opp- Apna Bazar, Dr. Ambedkar Rd, Charkop, Kandivli (West) Mumbai- 400 067 Occupation - Business	Sd /-	
5) Shri Velji Karamshi Gogri S/o. Karamshi D. Gogri F-703, Ashok Nagar, Vazira Naka, L.T. Road, Borivli (West), Mumbai- 400 091 Occupation - Business.	Sd /-	
6) Shri Sadashiv B. Shetty S/o. Bommayya Shetty, 7 Star, 402 A Jainnagar, Opp. Amazon Complex, Borivli (West), Mumbai- 400 091 Occupation - Business	Sd /-	
7) Shri Dinkar K. Raut S/o. Keshav A. Raut, 3/40, Nav Sarvodaya, A. W. Vartak Rd, Vile Parle (East), Mumbai - 400 057 Occupation - Business	Sd /-	

Date: 17th August 2004

Place: Mumbai