

**IN THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
O.A. NO. 248/2023**

IN THE MATTER OF:

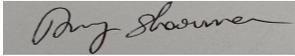
Varun Gulati ... Applicant
Versus

State of UP & Ors. ... Respondents

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At: New Delhi
Dated:9.2.2024


Anuj Kumar Sharma
ADVOCATE
8076629401

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State of UP & Ors. ... Respondents

**REPLY ON BEHALF OF THE RESPONDENT NO. 8/ JAI MAA
GARMENTS**

MOST RESPECTFULLY SUBMITTED:

PRELIMINARY OBJECTIONS

1. That the answering respondent is a Citizen of India, and is running a business of 'Dyeing & Washing of Jeans', in a lawful manner and by observing all precautions envisaged by law. This fact has been established by the report of the UP PCB and of the Joint Committee, filed before this Hon'ble Tribunal.

It is most respectfully submitted, that it was incumbent upon the applicant to prove his case by adducing sufficient evidence, and not make wild and baseless allegations against the answering respondent, who has been forced to run pillar to post seeking legal advice, resulting in legal costs and loss of productivity.

It is most respectfully submitted that even the photographs annexed with the OA, nowhere bear any description or state that the same pertain to the answering respondent's establishment, however the

applicant has tried to pass off the said photographs as if the same pertain to the establishment of the answering respondent.

Moreover, even in the representations dated 18.8.2022 and 14.3.2023, made by the applicant to the official respondents, nowhere the answering respondent has been named. It is thus clear, that even the certificate by the applicant in Para 5.18 of the OA, stating that he has exhausted other alternative remedies, is misleading.

Moreover, even in the body of the OA, the applicant has not once mentioned the answering respondent, despite that, he has been arrayed as a respondent in the memo of parties.

It is further submitted that without once naming the answering respondent in the body of the OA, the OA is full of baseless words & phrases like *"illegal & unauthorized dying factories"*, and *"These dying factories are operating illegally without obtaining any Air & Water consent from R.3 i.e UP PCB and without obtaining the ground water extraction NOC/ Permission/ Consent from UP Ground Water Department"*. Hence, the applicant has created an impression, as if it's the answering respondent who is running his establishment, without any authorization from the official respondents.

It is submitted that all that the applicant had to do was to file a simple RTI application with the UP PCB or the Ground water department, and he could have received this

information, from the relevant authorities, without having to invoke the hallowed jurisdiction of this Hon'ble Tribunal. Rather, the applicant has chosen the long route, by invoking the jurisdiction of this Hon'ble Tribunal, with incomplete facts, thereby wasting precious Judicial time and resources.

It is therefore stated that the present OA is full of general and omnibus allegations, and the same deserves to be dismissed with exemplary cost as per S.23(2) of the NGT Act, 2010, so that the plenary jurisdiction of this Hon'ble Tribunal is not lightly invoked by irresponsible litigants, in future.

2. That at the time of inspection by the Joint Committee on 13.6.2023 and 14.6.2023, no violation of environmental norms was reported by the committee, and it was stated that the effluents were being discharged through the ETP. It is only in the subsequent report Dt. 13.10.2023, that it has been reported that the ETP was not functioning properly, however no details thereof were provided.

Thereafter in the subsequent inspection report submitted to this Hon'ble Tribunal by letter Dt.2.1.2024, it was submitted that the unit was found complying and show cause notices were revoked, however, EC of Rs.11,25,000/- was imposed.

It is submitted that the same is against the principles of natural justice, since it has never been specified as to what extent the violation was observed.

It is further submitted that the answering respondent had made an application alongwith requisite fee, for sample collection, with the UP PCB, however the inspection was carried out by the official respondent much later, where the answering respondent was found to be operating within limits. It is therefore submitted that, even if the answering respondent had failed the test on 2nd inspection, the officials have aggravated the penalty on the answering respondent, by carrying out the 3rd inspection, only on 21.12.2023 and not immediately, eventhough the fee for inspection had been deposited by the answering respondent, and therefore the number of days of alleged violation was much less than that for which the answering respondent has been penalized @Rs. 15,000/- per day.

It is therefore prayed that this Hon'ble Tribunal be pleased to quash the penalty order in the interest of justice.

3. That in this regard, the Hon'ble Supreme Court of India has held in Dr. Buddhi Kota Subbarao v/s Mr. K. Parasaran, 1996(5) SCC 530, as under:

"No litigant has a right to unlimited drought on the court time and public money in order to get his affairs settled in the manner as he wishes. Easy access to justice should not be misused as a licence to file misconceived or frivolous petitions. After giving our careful consideration to the submissions made at the bar as well as those contained in the memorandum of the application, we are of the opinion that this application is misconceived,

untenable and has no merits whatsoever. It is accordingly dismissed".

Further, the Hon'ble Supreme Court of India, has held in Noorduiddin V/s K.L Anand 1995 SCC(1) 242, as under:
"Equally the judicial process should never become an instrument of oppression or abuse or a means in the process of the court to subvert justice".

Further the Hon'ble Supreme Court of India has held in Sabia Khan & Ors. v/s State of UP & Ors. (1999)1 SCC 271, as under:

"4. After hearing Mr. Sharma, learned Counsel for the petitioners, it is obvious that the petition is misconceived and based on a total misconception. It is an obvious attempt to question the correctness of the orders of this Court through a writ petition under Article 32, which is not permissible. The objection with regard to the office report is also not tenable. Filing of such a petition is an abuse of the process of the Court and waste of the time of the Court. We do not find any merit in this petition which is dismissed with costs, assessed at Rs. 10,000/-".

That in Satyabrata Sanjeev Kumar Mohanta v/s MoEF&CC (OA/53/ 2023/EZ), the Hon'ble NGT has held as under:
"26. We are, therefore, satisfied that not only is the Original Application not maintainable but the same is an abuse of process of Court in view of the order passed by

the Hon'ble High Court of Orissa at Cuttack and the Hon'ble Supreme Court.

27. In view of above, the Original Application No.53/2023/EZ is accordingly dismissed with a cost of Rs. 10,000/- (Rupees Ten Thousand only) against the Applicant, Satyabrata Sanjeeb Kumar. The amount of cost shall be deposited by the Applicant with the Ld. Registrar, National Green Tribunal, Eastern Zone Bench, Kolkata, within one week from the date of this order. In case the Applicant fails to deposit the amount of cost with the Ld. Registrar, National Green Tribunal, Eastern Zone Bench, Kolkata, the same shall be recovered from him by the Collector & District Magistrate, Keonjhar, in accordance with law and the same shall be deposited with the Ld. Registrar, National Green Tribunal, Eastern Zone Bench, Kolkata.

28. Let a copy of this order be also forwarded to the Collector & District Magistrate, Keonjhar, for due compliance".

That in *Virani Construction Co. v/s The State Level Environmental Impact Assessment Committee*, Appeal No.72/ 2013, the Hon'ble NGT has observed as under:

"16. Taking a stock of the foregoing discussion, we are of the opinion that the Appeal is not maintainable and is incompetent. We are of further opinion that the appellant filed the present Appeal with malafide intention to put pressure on SEAC and SEIAA, in order to escape from credible action contemplated against him. In this view of

the matter, the Appeal is liable to be dismissed with exemplary costs. We accordingly dismiss the Appeal with costs of Rs.1,00,000/-(Rs.One Lac)".

That in Waseem Ahmad v/s State of UP, OA/62/2023, the Hon'ble NGT has held as under:

"5. In view of above, the application was based on misleading and false facts which has resulted in abuse of process of law. Accordingly, the application is dismissed with cost quantified at Rs. 25,000/-".

That the Hon'ble High Court of Delhi has held in Trans India Logistics v/s UOI, 2014 SCC Online Del 1135, has held as under:

"9. The aforesaid conduct of the petitioner amounts to deliberate concealment of material facts from the Court, which itself is considered a sufficient ground for the Court to dismiss the present petition. The petitioner cannot expect equity to flow in his favour when he elects to approach the Court with unclean hands and states half truths and makes selective disclosures.

10. In view of the aforesaid facts and circumstances, while refraining from imposing substantial costs on the petitioner for intentionally failing to reveal all the necessary and material facts to the Court and deliberately failing to place on record the relevant documents, the present petition is dismissed with costs of Rs. 10,000/- to be deposited with the Delhi High Court Mediation and

Conciliation Centre within two weeks from today and proof of deposit, placed on record within the same time".

4. It is reiterated that answering respondent is carrying out its business as per law. It is also submitted that as per Section 20 of the National Green Tribunal Act, 2010, one of the principles that the Hon'ble Tribunal is required to apply while deciding any issue before it is that of "sustainable development". It is submitted there are laws and norms which every industry in India, is liable to follow while carrying out its business, so as to mitigate the harmful effects to the maximum possible degree, which in the present case, the answering respondent is fully abiding by. It is submitted that the dyeing industry in India is competing against industries in other parts of the world like that in Bangladesh, where the labour laws and environment norms are non-existent.

It is submitted that the answering respondent is not only complying with all the environmental laws, but also labour laws, and in the present globalized hyper competitive market, and any disruption, costs dearly to the answering respondent.

5. That the answering respondent is running his establishment with all requisite consent and permissions from the relevant authorities. In this regard it is submitted that the answering respondent No. 8 i.e, Jai Maa Garments is holding consent to operate issued by the UP PCB for dyeing and washing of jeans. It is also submitted that the answering respondent has been issued no objection certificate for the use of ground water by the

ground water department, Ministry of Jal Shakti, Government of Uttar Pradesh. Furthermore, the answering respondent has been authorised by the UP PCB for the generation, collection, utilisation, storage and disposal or any other use of hazardous or other waste or both. Further, the answering respondent has engaged the services of Bharat Oil and waste management Ltd., for lifting, transporting, treatment, storage and disposal of hazardous waste from its plant and the same is being carried out by the latter as per the agreement, and in terms of environmental norms. Moreover, the said agreement envisages that the latter would also undertake complete analysis of hazardous waste as per CPCB guidelines and the latter may also engage a govt recognised or MOEA approved third party laboratory for the said purpose. It is therefore submitted that the applicant is making a false and baseless allegation without any iota of evidence supporting the same. It is further submitted that the answering respondent is not extracting ground water beyond the permissible limit. It is also submitted that no effluent whatsoever is being pumped in the ground, hence there is no question of contamination of the ground water. It is submitted that the sludge is being collected by the aforesaid, M/S Bharat Oil and waste management LTD.

PARAWISE REPLY TO THE ORIGINAL APPLICATION FILED BY THE APPLICANT

- 1-4 That the contents of the said para are false therefore hence, denied except those that are matter of record. The applicant

claims to be engaged in activities relating to environment protection and restoration for last many years, however, he has not given any details regarding the same and no evidence has been annexed supporting the said assertion. It is submitted that the present petition filed by the applicant is an abuse of the process of law as has been explained in detail in preliminary submissions, and the same must be read as part of reply to the said para. It is also specifically denied that the applicant is a resident of Ghaziabad, UP and as such the present petition at best can be termed as a public interest litigation which can only be entertained by the Hon'ble High Court of Delhi and the Hon'ble Supreme Court of India.

REPLY TO FACTS OF THE CASE

- 5.1 – That the contents of the said para are false therefore hence,
5.4 denied except those that are matter of record. That the answering respondent is running his establishment with all requisite consent and permissions from the relevant authorities. In this regard it is submitted that the answering respondent No. 8 i.e, Jai Maa Garments is holding consent to operate issued by the UP PCB for dyeing and washing of jeans. it is also submitted that the answering respondent has been issued no objection certificate for the use of ground water by the ground water department, Ministry of Jal Shakti, Government of Uttar Pradesh. Furthermore, the answering respondent has been authorised by the UP PCB for the generation, collection, utilisation, storage and disposal or any other use of hazardous or other waste or both. Further, the answering respondent has engaged the services of Bharat Oil and waste management Ltd., for lifting, transporting,

treatment, storage and disposal of hazardous waste from its plant and the same is being carried out by the latter as per the agreement, and in terms of environmental norms. Moreover, the said agreement envisages that the latter would also undertake complete analysis of hazardous waste as per CPCB guidelines and the latter may also engage a govt recognised or MOEA approved third party laboratory for the said purpose. It is therefore submitted that the applicant is making a false and baseless allegation without any iota of evidence supporting the same. It is further submitted that the answering respondent is not extracting ground water beyond the permissible limit. It is also submitted that no effluent whatsoever is being pumped in the ground, hence there is no question of contamination of the ground water. It is submitted that the sludge is being collected by the aforesaid, M/S Bharat Oil and waste management LTD.

- 5.5. That the contents of the said para are false and, therefore –
5.10 specifically denied that any untreated or toxic effluent is being directly released in the drains, hence the answering respondent is carrying out its activities fully in conformity with the law.

That as regards the CETP, the relevant authorities are best equipped to answer the same.

It is factually incorrect on the part of the applicant to say that the answering respondent has not installed an ETP and that effluent is being discharged without it being treated.

It is specifically submitted that the photographs of the dyeing units annexed as ANNEXURE A-1 with the OA, do not pertain

to the answering respondent. Hence, it is submitted that the applicant has deliberately tried to mislead this Hon'ble Court by showing photographs of un-treated effluent being discharged and passing it off as that of the answering respondent's establishment.

It is specifically denied that any untreated toxic effluent is being released in the open and it is submitted that all precautions as per law are being observed by the answering respondent.

It is further submitted that the running of diesel generator is part of the consent granted by the UP PCB to the respondent, and on this count also the applicant has made completely false allegations.

It is however submitted that the answering respondent is complying with the restrictions imposed from time to time under GRAP in Delhi NCR by the Commission for Air quality management in NCR and adjoining areas.

5.11. That the contents of the said para are false and therefore – denied except those that are matter of record. It is reiterated

5.14 that the answering respondent is running his establishment fully in compliance with the environmental norms and in line with authorisation received by it from various governmental organisations. It is submitted that all industrial operations are being carried out as per norms and the applicant is making bald allegations without any supporting evidence.

That the applicant has not provided any evidence whatsoever to prove that the areas of Roop nagar, Arya nagar, Tronica City of Loni area Ghaziabad are having any higher rates of cancer than in other parts of Delhi NCR. Moreover, the

applicant has not annexed any evidence to prove of the said areas having earmarked as "Cancer Colonies".

It is submitted that no untreated affluents are being released by the answering respondent and all the activities are being carried out as per law.

That electricity connections have been installed as per rules and the answering respondent is making regular payments of his regular electricity bills. This is another instance of wild allegations being made by the applicant without an iota of evidence supporting the same.

- 5.15 That the contents of the said para are false and, therefore denied except those that are matter of record. That the judgement of the Hon'ble Supreme Court in CA/6776 of 2009 was rendered in the peculiar facts of the said case and has no bearing whatsoever in the present case. It is reiterated that the answering respondent is carrying out all the activities as per the law and is being regularly monitored by the various governmental agencies from time to time ensuring compliance, in letter and spirit.
- 5.16. That the contents of the said para are false and, therefore – denied except those that are matter of record. It is submitted
- 5.17. that the correspondence made by the petitioner with the authorities is for the relevant authorities to answer. It is reiterated that even prior to the filing of the present OA, the relevant authorities have carried out inspection at the answering respondent's establishment, and have found it to be in compliance with the norms.

- 5.18. That the contents of the said para are false and, therefore
– denied except those that are matter of record. It is submitted
- 5.19 that the present OA is not bonafide and is an abuse of the process of the law and has been filed hastily without ascertaining the facts. It is submitted that prior to the coming of the applicant before this Hon'ble Tribunal, it was incumbent upon the applicant to carry out due diligence and to find out if in fact the answering respondent lacked authorisation from various governmental authorities. By launching the present malicious prosecution against the answering respondent, not only the present OA is liable to be dismissed, but in fact exemplary cost is liable to be imposed on the applicant for putting the dyeing industry in India at a comparative disadvantage than its counterparts in Bangladesh, and also putting the jobs of several workers at risk.
- 6.1. That the contents of the said para are false and, therefore
– 6.8 denied except those that are matter of record. It is submitted that the applicant is sermonising on the ill effects of the dyeing industry and hence does not require any reply in this regard from the answering respondent. It is reiterated that answering respondent is carrying out its business as per law. It is also submitted that as per Section 20 of the National Green Tribunal Act, 2010, one of the principles that the Hon'ble Tribunal is required to apply while deciding any issue before it is that of "sustainable development". It is submitted that there are laws and norms which every industry in India, is liable to follow while carrying out its business, so as to mitigate the harmful effects to the maximum possible

degree, which in the present case, the answering respondent is fully abiding by.

REPLY TO GROUNDS

- 7.1 – That the contents of the said para are false and, therefore
- 7.5 denied except those that are matter of record. It is reiterated that the answering respondent is carrying on its activities as per the applicable laws. That with regard CETP, the relevant authorities are best suited to reply to the same.
- 8 That the contents of the said para are false and, therefore denied except those that are matter of record. That the present OA has been file beyond the period of limitation and as such cannot be entertained by this Hon'ble Tribunal.

SUBMISSIONS WITH REGARD TO REPORT OF THE UP PCB FILED BEFORE THIS HON'BLE TRIBUNAL

1. That the said report has been filed after inspection by their team on 21.12.2023. As per para 2, it is clear that the answering respondent is having his own individual affluent treatment plant. To that extent the assertion of the applicant that the answering respondent is not having any ETP, has been proved wrong.
2. It is also clear that in the inspection carried out by the UP PCB on 07.10.2023, the visiting team found the ETP not functioning properly, however no details thereof were provided. That at the time of inspection by the Joint Committee on 13.6.2023 and 14.6.2023, no violation of environmental norms was reported by the committee, and it was stated that the effluents were being discharged through the ETP. It is only in the subsequent report Dt. 13.10.2023,

that it has been reported that the ETP was not functioning properly, however no details thereof were provided.

Thereafter in the subsequent inspection report submitted to this Hon'ble Tribunal by letter Dt.2.1.2024, it was submitted that the unit was found complying and show cause notices were revoked, however, EC of Rs.11,25,000/- was imposed. It is submitted that the same is against the principles of natural justice, since it has ever been specified as to what extent the violation was observed.

It is further submitted that the answering respondent had made an application alongwith requisite fee, with the UP PCB, however the inspection was carried out by the official respondent only on 21.12.2023, where the answering respondent was found to be operating within limits. It is therefore submitted that, even if the answering respondent had failed the test on 2nd inspection, the officials have aggravated the penalty on the answering respondent, by carrying out the 3rd inspection, only on 21.12.2023 and not immediately, eventhough the fee for inspection had been deposited by the answering respondent, and therefore the number of days of alleged violation was much less than that for which the answering respondent has been penalized @Rs. 15,000/- per day.

It is therefore prayed that this Hon'ble Tribunal be pleased to quash the penalty order in the interest of justice.

3. That even in the inspection dated 21.12.2023, carried out by the UP PCB no non compliance was observed by the visiting team. Hence, on two occasions nothing adverse have been detected against the answering respondent.

4. That the details of the authorisation have been given at page 24 of the said report, and it is clear that the answering respondent is in full compliance of all governmental norms.

SUBMISSIONS WITH REGARD TO REPORT OF THE JOINT COMMITTEE FILED BEFORE THIS HON'BLE TRIBUNAL.

1. That the joint committee undertook its inspection on 13.06.2023 and 14.06.2023, as per the report.
2. That even the joint committee has stated in its report that the answering respondent has acquired CTO from the UP PCB, and the mode of affluent disposal is through the ETP, and the disposal is done through TSDF. It was also found that the ETP was in operation and the lab analysis of the treated affluent was found to be within the prescribed norms.

PRAYER

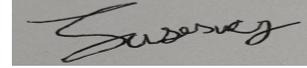
On the basis of the above submissions, it is humbly prayed:

1. That the environmental compensation amounting to Rs. 11,25,000/- be quashed and set aside.
2. That the present OA be dismissed, with exemplary cost in favour of the answering respondent.

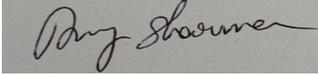
Any other and further orders that this Hon'ble Tribunal deems fit and proper in the facts and circumstances of the present case.

Date: 9.2.2024
Place: New Delhi

Through



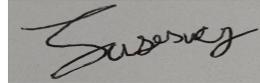
DEPONENT



Anuj Kumar Sharma
ADVOCATE

VERIFICATION

I, the deponent herein, do hereby verify that the contents of the above reply are true and correct to my knowledge based on records. Nothing is false therein. Verified at New Delhi on 9.2.2024.



DEPONENT

IN THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI

O.A. NO. 248/2023

IN THE MATTER OF:

Varun Gulati ... Applicant
Versus

State of UP & Ors. ... Respondents

AFFIDAVIT

I, सुरेश चंद्र, Aged about 38 years, S/o Sh. -
अनाराम, proprietor of respondent No. 08
Garments, R/o कृष्णागरि-एच A-16 24-गिक, do hereby
solemnly affirm and state as under:- लॉन्ग गार्मेंट्स प्रवाइडर
New Delhi

1. I am the answering respondent herein in the above noted matter and am well conversant with the facts and circumstances of the present case and also competent to swear the present affidavit.
2. That the contents of the accompanying reply has been drafted by my counsel as per my instructions and to say that the contents thereof are true and correct.
3. That the annexures are true copy of their respective originals.

DEPONENT

Suresh Ch

VERIFICATION

I, the deponent herein, do hereby verify that the contents of the above reply are true and correct to my knowledge based on records. Nothing is false therein. Verified at New Delhi on 5 FEB 2024

DEPONENT

Suresh Ch

*My Stamp
D372/2010*

*I identified the deponent who
has signed in my presence*



*solemnly sworn before me read
over & explained to the deponent
Admitted to be correct*

Oath Commissioner, New Delhi

5 FEB 2024



Uttar Pradesh Pollution Control Board

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

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

①

176111/UPPCB/Ghaziabad(UPPCBRO)/CTO/both/GHAZIABAD/2023

Date: 21/02/2023

To,

M/s

JAI MAA GARMENTS

Plot No. A-16, Roop Nagar Industrial Area, Loni,
Ghaziabad,GHAZIABAD,201102Application Id-
19587813

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

CCA is hereby granted to JAI MAA GARMENTS located at Plot No. A-16, Roop Nagar Industrial Area, Loni, Ghaziabad,GHAZIABAD,201102. subject to the provisions of the Water Act, Air Act and the orders that may be made further and subject to following terms and conditions :-

1. This CCA JAI MAA GARMENTS granted for the period from 23/01/2023 to 31/12/2024 and valid for manufacturing of following products.

S No	Product	Quantity	Unit
1	Dyeing and Washing of Jeans	500	Numbers/Day

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

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

Kind of Effluent	Quantity(KLD)	Treatment facility	Discharge point
Domestic	1 KLD	Septic Tank	
Industrial	24 KLD	ETP	

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

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

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

Industrial Effluent Quality Standard

S.No.	Parameter	Standard
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(iv) Sewage Treatment and Disposal :- The applicant shall provide comprehensive STP as is required with reference to influent quantity and quality. In case of stoppage of functioning of STP, production has to be stopped immediately and this Board has to be intimated by fax/phone/email with a report in this regard to be

dispatched immediately.

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

S No.	Parameters	Standards
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3. Conditions under Air (Prevention and Control of Pollution) Act -1981 as amended :-

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

Air Pollution Source Details

S No.	Air Pollution Source	Type of fuel	Stack no	Control Device	Height of Stack
1	600 KG/Hour Baby Boiler	Briquette/P NG	1	Particulate Matter	12 meter from ground level
2	62 KVA DG Set	HSD	1	Sulphur Dioxide	As per norms

Emission Quality Standards

S No.	Stack no	Parameters	Standards
1	1	Particulate Matter	As per applicable norms
2	1	Sulphur Dioxide	As per applicable norms

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

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

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

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

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

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

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

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

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

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

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

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

General Conditions:-

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

Specific Conditions:-

- 1- The industry shall maintain strict supervision on fluctuations in operating parameters with respect to each treatment unit of the Effluent treatment plant.
- 2- The industry will ensure the continuous and uninterrupted data supply from the OCEEMS to the SPCB and CPCB server.

- 3- The industry should ensure the operation of the ETP in such a manner that it confirm the standards lay down under the notification issued by MOEF&CC vide GSR 978 (E) dated 10/10/2016.
- 4- The treated effluent shall be allowed to be discharged in the ambient environment only after exhausting options for reuse in industrial process/irrigation in order to minimize freshwater usage.
- 5- Flow meter to be installed in all water abstraction points and usage of fresh water to be minimized.
- 6- The industry will have to ensure permission from the CGWA/UPGWD for ground water extraction and it will be the responsibility of the industry to comply with the various conditions of the permission taken.
- 7- The industry shall submit the point wise compliance report of the CTO issued by the Board for year 2024 and audited balance sheet for the current year and the details of fees deposited during last three years within a month otherwise this CTO may be revoked.
- 8- If the CPCB or UPPCB issues the Closure order against the industry this consent order stands automatically suspended for that period.
- 9- The industry shall submit Environmental Statement in prescribed form V as per rule no.14 of E.P Rules 1986.
- 10- This consent is valid only for products and quantity mentioned above. Industry shall obtain prior approval before making any modification in product/process /fuel/ Plant machinery failing which consent would be deemed void.
- 11- The industry shall abide by orders/directions issued by Hon'ble Supreme Court Hon'ble High Court, Hon'ble National Green Tribunal, Central Pollution Control Board and U.P Pollution Control Board for protection and safeguard of environment from time to time.
- 12- The industry shall comply with various provisions of Air (Prevention and Control of Pollution) Act 1981 as amended, Water (Prevention and Control of Pollution) Act 1974 as amended, and comply with the provisions of Hazardous and Other Wastes (Management and Trans-boundary Movement) Amendment Rules, 2016 and all other applicable rules notified under E.P. Act 1986.
- 13- Unit shall comply with all the direction passed by Hon'ble NGT on dated 13.11.2018 in OA No. 317/2015 and OA No. 231/2014.
- 14- MSW waste should be suitable segregated. A separate and isolated MSW collection center should be provided.
- 15- The quantity of recycled effluent after final treatment to be send to the Board monthly.
- 16- Industry shall send the records of energy meter reading installed on ETP and Flow meter reading regularly on quarterly basis.
- 17- Unit shall comply Plastic Waste Management Rule, 2016 as amended and Solid Waste Rule, 2016 as amended.
- 18- The unit shall recycle as much water as possible within the plant before discharging it for treatment into the ETP.
- 19- Unit shall comply with various Waste Management Rules as notified by MoEF & CC i.e. Solid Waste Management Rules, 2016, Hazardous and Other Wastes (Management and Trans boundary) Rules, 2016, as amended.
- 20- The industry shall ensure the time bound compliance of stringent norms as published by the UPPCB vide office memorandum No. H 48273/C-1/NGT-83/2020, dated 27.02.2020 (available at URL uppcb.com/pdf/uppcb_28022020.pdf) in compliance of The Hon'ble NGT order dt. 14.11.2019 in O.A. No. 1038/2018.
- 21- The unit shall submit test report of ETP outlet and Boiler emission from approved lab after operation of unit.
- 22- Unit shall install PTZ camera and connected to UPPCB control room within 01 month.
- 23- Any source of emission other than that mentioned in the Air consent seeking application will not be permitted by the Board.
- 24- The industry shall only use PNG as fuel once PNG pipeline is available in that industrial area.
- 25- The industry should ensure the operation of the air pollution control system (APCS) in such a manner

that the air emission confirms with the standards prescribed under the E.P Act 1986 as amended.

- 26- The industry will ensure the continuous and uninterrupted data supply from the OCEEMS to the SPCB and CPCB server.
- 27- The industry shall submit monitoring reports of all stacks and ambient air quality from a certified / approved laboratory under E.P. Act 1986.
- 28- The industry shall obtain prior consents in the event of any addition of new emission generation sources such as- Boiler/ Furnace/ Heaters/ D.G. Sets or alteration of existing emission sources in accordance with section- 21/22 of air Act 1981 (as amended respectively).
- 29- The use of Pet coke and Furnace oil as a fuel is restricted in compliance of the Hon'ble Supreme court order.
- 30- The Industry will use minimum 20% Bio-Briquette as fuel in the Boiler depending upon its availability.
- 31- Unit shall establish Miyawaki forest as per the GO no. 1011/81-7-2021-09(rit)/2016 dated 13.10.2021 of Deptt. of Environment, forest and climate change and BG of Rs. 50,000/- be deposited within a months time along with the proposal for proposed plantation.
- 32- Unit shall comply with the CAQM (Commission for Air Quality Management in NCR and Adjoining Areas) direction no. 53 and 62 and other direction issued time to time regarding use of cleaner fuel.
- 33- Unit shall comply with the CAQM (Commission for Air Quality Management in NCR and Adjoining Areas) direction no. 55 regarding DG sets.
- 34- Minimum 33% of the land on which industry is established will be covered by the plantation of tall trees of suitable species as per the guidelines set up by the Board vide its Office Order no.H-16405/220/2018/02 dt. 16/02/2018.The copy of this guideline is available at URL http://www.uppcb.com/pdf/Green-Belt-Guidle_160218.pdf.
- 35- Unit shall operate and maintain/upgrade the air pollution control device in such manner that emission should be as per norms prescribed by CAQM.
- 36- For operation of DG sets during GRAP period unit shall comply with CAQM direction no. 55 and 68.
- 37- Unit shall submit latest stack monitoring report from NABL approved laboratory within one month.
- 38- In any circumstances production capacity will not be enhanced without prior permission (CTE) from State Pollution Control Board.
- 39- All conditions imposed in earlier issued consent will remain the same.

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by VIVEK ROY
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ROY

CEO
C-1.

Copy to:

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

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by VIVEK ROY
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424

GROUND WATER DEPARTMENT
(Namami Gange & Rural Water Supply Department)
Ministry of Jal Shakti
Government of Uttar Pradesh

②

Form 8 (C)

**AUTHORIZATION/ NO-OBJECTION CERTIFICATE FOR SINKING OF NEW /
EXISTING WELL FOR INDUSTRIAL/ COMMERCIAL/ INFRASTRUCTURAL OR BULK
USER OF GROUND WATER**

[Under Section 14 of the Uttar Pradesh Ground Water Management and Regulation Act, 2019.]

AUTHORIZATION/ NO-OBJECTION CERTIFICATE NO:

VALID FROM --- TO ---

Name of the Applicant	SURESH CHANDRA		
Address of the Applicant:	Plot No. A-16, Roop Nagar Industrial Area, Loni, Ghaziabad		
Company Name:	JAI MAA GARMENTS	Company Address	A-16, ROOP NAGAR INDUSTRIAL AREA, LONI, GZB
Serial No. of Application Form	GZBD0523NIN0593	Date of Submission	13/05/2023
Specimen Signature of the User:			
Location particulars:			
District	Ghaziabad	Block	LONI
Plot No.	PLOT NO - A-16, KHASRA NO. - 1477/5		
Municipality/Corporation	Yes	Ward No.	LONI
Holding No.			LONI
Rate of Withdrawal (m ³ /hr.)	12.00	Date of Energization (In Case of Electric Pump)	27/12/2017
Particular of the Existing Well and Pumping Device			
Type of the Well	Tube Well/Boring	Purpose of the Well	Industrial
Assembly Size (For Tube Well)	0.00	Approx. Strainer Length (For Tube Well)	0.00
Diameter (For Dug Well)	0.00	Type of Pump to be Used:	Submersible
H.P. of the Pump:	5.00	Operational Device	Electric Motor
Maximum Allowable Rate of Withdrawal (m ³ /hr.):	12.00	Maximum Allowable Running Hours Per Day:	3.00
Maximum Allowable Annual Extraction of Ground Water:	10980.00	Recharge Required:	21960.00

This No-Objection certificate authorizes the owner applicant (user) to sink a well in the location specified at Sl. (2) for extraction of ground water at a rate not exceeding that as shown at Sl. (3j), for Running Hours per day as shown at Sl. (3k), and for maximum allowable annual extraction of ground water as shown at Sl. (3k) and is valid subject to the observance of the conditions stated overleaf.

Place:

Date:

Yours Faithfully,
Signature of the Issuing Authority
and Designation

GENERAL CONDITIONS:

- In case of any change of ownership of the proposed well, fresh authorization has to be obtained.
- No change of location, design, rate of withdrawal and pumping device in respect of the proposed well as indicated at SL (2) and (3) of this certificate shall be made without prior permission of the Competent Authority. Any deviation in this regard shall lead to cancellation of this authorization
- For the purpose of measuring and recording the quantity of ground water extracted, every said user shall affix digital water flow meters (conforming to BIS/ IS standards) having telemetry system in the abstraction structure, which record rate and quantum of extraction, at outlet of pumping devices and it shall be presumed that the quantity recorded by the meter has been extracted by the said user, until the contrary is proved. The rate of extraction of ground water from the well as shown in item 3(k) shall not exceed to the recorded rate from water meters
- The concerned Authority reserves the right to stop extraction of ground water from the well due to quality hazards or any other reasons, if the situation so demands
- In case of any change of ownership of the existing well, fresh registration has to be obtained.
- No change of location, design, rate of withdrawal and pumping device in respect of the existing well as indicated at Sl. (2) and (3) of this certificate shall be made without prior permission of the Competent Authority. Any deviation in this regard shall lead to cancellation of this registration
- In case, any of the particulars / information furnished by the applicant in his application for issuance of this registration is found to be incorrect during verification at any subsequent stage , this registration is liable for cancellation.
- The Certificate of Authorization/ NOC shall be valid for a period of five years from the date of issue. The applicant shall have to apply for renewal through a fresh application, at least ninety days prior to expiry of its validity.
- Construction of piezometers and installation of digital water level recorders with telemetry shall be mandatory for user. Depth and zone tapped of piezometer should be commensurate with that of the pumping well. The data, obtained from digital water level recorders shall be made available to this office on monthly basis
- **Guidelines for Installation of Piezometers and their Monitoring**

Piezometer is a borewell /tubewell used only for measuring the water level by lowering the tape/ sounder or automatic water level measuring equipment. It is also used to take water sample for water quality testing when ever needed. General guidelines for installation of piezometers are as follows:

- The piezometer is to be installed/constructed at the minimum of 50 m distance from the pumping well through which ground water is being withdrawn. The diameter of the piezometer should be about 4" to 6".
- The depth of the piezometer should be same as is case of the pumping well from which ground water is being abstracted. If, more than one piezometers are installed the second piezometer should monitor the shallow ground water regime. It will facilitate shallow as well as deeper ground water aquifer monitoring.
- No. of piezometers to be constructed & Type of water level monitoring mechanism shall be as per below table:

S.No	Quantum of Ground water withdrawal (cum/day)	No.of piezometers required	Monitoring Mechanism	
			Manual	DWLR with Telemetry
1	< 10	0	0	0
2	11 - 50	1	1	0
3	50- 500	1	0	1
4	> 500	2	0	2

- The measuring frequency should be monthly and accuracy of measurement should be up to cm. the reported measurement should be given in meter upto two decimal.
- For measurement of water level sounder or automatic water level recorder (AWLR)/ Digital Automatic water level recorder (DWLR) with telemetry system should be used for accuracy.
- The measurement of water level in piezometer should be taken, only after the pumping from the surrounding tube wells has been stopped for about four to six hours.
- All the details regarding coordinates, reduced level (with respect to mean level), depth, zone taped and assembly lowered should be provided for bringing the piezometer into the Hydrograph Monitoring System for Ground Water Department, Uttar Pradesh, and for its

validation.

- o The ground water quality has to be monitored twice in a year during pre-monsoon (May/June) and post-monsoon (October/November) periods. Quality may be got analyzed from NABL approved lab. Besides, one sample (1 lt capacity bottle) to the concerned Director, Ground Water Department, Uttar Pradesh, for chemical analysis.
- o A Permanent display board should be installed at piezometer/Tube wells site for providing the location, piezometer/ tube well number, depth and zone tapped of piezometer/tube well for standard referencing and identification.
- o Any other site specific requirement regarding safety and access for measurement may be taken care of.
- Any other condition(s) that may be imposed by the concerned Authority.
- In case, any of the particulars I information furnished by the applicant in his application for issuance of this permit is found to be incorrect during verification at any subsequent stage, this permit is liable for cancellation.

SPECIFIC CONDITIONS:

- **(A) For Industrial User:** No Objection Certificate for ground water extraction by industries shall be granted subject to the following specific conditions:
 - i) No Objection Certificate shall be granted only in such cases where local government water supply agencies are not able to supply the desired quantity of water.
 - ii) All industries shall be required to adopt latest water efficient technologies so as to reduce dependence on ground water resources.
 - iii) All industries abstracting ground water in excess of 100 m³/d shall be required to undertake annual water audit through Confederation of Indian Industries (CII)/ Federation Indian Chamber of Commerce and Industry (FICCI)/ National Productivity Council (NPC) certified auditors and submit audit reports within three months of completion of the same to Ground Water Department Uttar Pradesh. All such industries shall be required to reduce their ground water use by at least 20% over the next five years through appropriate means.
 - iv) Construction of observation well(s) (piezometer)(s) within the premises and installation of appropriate water level monitoring mechanism as mentioned in General Condition no.10 shall be mandatory for industries drawing/ proposing to draw more than 10 m³ /day of ground water and. Monitoring of water level shall be done by the project proponent. The piezometer (observation well) shall be constructed at a minimum distance of 50 m from the bore well/production well. Depth and aquifer zone tapped in the piezometer shall be the same as that of the pumping well/ wells. Monthly water level data shall be submitted online to the Ground Water Department, UP.
 - v) The proponent shall be required to adopt roof top rain water harvesting/ recharge in the project premises. Industries which are likely to pollute ground water (chemical, pharmaceutical, dyes, pigments, paints, textiles, tannery, pesticides/ insecticides, fertilizers, slaughter house, explosives etc.) shall store the harvested rain water in surface storage tanks for use in the industry.
 - vi) Injection of treated/ untreated waste water into aquifer system is strictly prohibited.
 - vii) Industries which are likely to cause ground water pollution e.g. Tanning, Slaughter Houses, Dye, Chemical/ Petrochemical, Coal washeries, other hazardous units etc. (as per CPCB list) need to undertake necessary well head protection measures to ensure prevention of ground water pollution.
- **(B) Infrastructural User:** The No Objection Certificate for ground water abstraction will be granted subject to the following specific conditions:
 - i) In case of infrastructure projects that require dewatering, proponent shall be required to carry out regular monitoring of dewatering discharge rate (using a digital water flow meter) and submit the data online to Ground Water Department, UP as applicable. Monitoring records and results should be retained by the proponent for two years, for inspection or reporting as required by District Ground Water Management Council.
 - ii) Installation of Sewage Treatment Plants (STP) shall be mandatory for new projects, where ground water requirement is more than 20 m³ /day. The water from STP shall be utilized for toilet flushing, car washing, gardening etc

This NOC is not authorized by any Official. This should only be used for Preview purpose.

यह अनापत्ति प्रमाणपत्र किसी प्राधिकारी द्वारा प्रमाणित नहीं है। इसे मात्र पूर्ववलोकन के उद्देश्य से प्रयोग किया जाना चाहिए।



3

UTTAR PRADESH POLLUTION CONTROL BOARD

FORM 1
[See Rules 6(1)]

Application required for grant/renewal of authorisation for generation or collection or storage or transport or reception or recycling or reuse or recovery or pre-processing or co-processing or utilisation or treatment or disposal of hazardous and other waste

Part A: General(to be filled by all)

1. (a)	Name and address of the unit and location of facility:	JAI MAA GARMENTS Plot No. A-16, Roop Nagar Industrial Area, Loni, Ghaziabad, GHAZIABAD, 201102
(b)	Name of the Occupier of the facility or operator of disposal facility with designation, Tel, Fax and e-mail:	SURESH CHANDRA/Proprietor/9250613074/jaimaa garmentsa16@gmail.com
(c)	Authorisation required for(Please tick mark appropriate activity or activities:)	Generation, Storage, Disposal
(d)	In case of renewal of authorization previous authorization numbers and dates and provide copies of annual returns of last three including the compliance reports with respect to the conditions of Prior Environmental Clearance, wherever applicable:)	
2.	Nature and quantity of Hazardous waste handled in T/Annum (or) KL/Annum	

Name of Process	Name of Hazardous Waste (Category No)	Quantity	Waste Type	Waste Storage	Waste Disposal	Source of generation of waste	Physical status	Quantity stored at any time	Quantity accumulated as on 31st March
Industrial operations using mineral or synthetic oil as lubricant in hydraulic systems or other applications	Used or spent oil	0.2 KL/Annunum	Recyclable	Stored in PVC Drum	Through Authorized Recycler	From maintenance of machineries & DG sets	Oily	0.05 KL	0.010 KL
Purification and treatment of exhaust air/gases, water and waste water from the processes in this schedule and common industrial effluent treatment plants (CETP's)	Chemical sludge from waste water treatment	2 T/Annunum	Landfillable	Inside covered room	Through TSDF	ETP Sludge from Waste Water treatment	Semi solid	0.5 T	0.3 T
3.(a)	Year of commissioning and commencement of Production?				2018				
(b)	Whether the industry works 1 shift/2 shifts/round the clock?				Round the clock				
4.	<p>Provide copy of the Emergency Response Plan (ERP) which should address procedures for dealing with emergency situations (viz. Spillage or release or fire) as specified in the guidelines of Central Pollution Control Board. Such ERP shall comprise the following, but not limited to:</p> <ul style="list-style-type: none"> • Containing and controlling incidents so as to minimise the effects and to limit danger to the persons, environment and property; • Implementing the measures necessary to protect persons and the environment; • Description of the actions which should be taken to control the conditions at events and to limit their consequences, including a description of the safety equipment and resources available; • Arrangements for training staff in the duties which they are expected to perform; • Arrangements for informing concerned authorities and emergency services; and • Arrangements for providing assistance with off-site mitigatory action. <p>(To be attached separately)</p>				Not Attached				

5.	Provide undertaking or declaration to comply with all provisions including the scope of submitting bank guarantee in the event of spillage, leakage or fire while handling the hazardous and other waste (To be attached separately)	Not Attached
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Part B: To be filled by hazardous waste generators

(a)	Products Details		
	Product Name	Quantity	Unit
	Dyeing and Washing of Jeans	500.0	Numbers/Day
(b)	By Products Details		
	Raw-Material Name	Raw-Material Quantity	Unit
	Grey Jeans	500.0	Numbers/Day
	Dyes, Detergents, Common salt, Caustic Soda, Soda Ash, Hydrogen Peroxide etc	150.0	Kg/Day
(c)	Process description including process flow sheet indicating Inputs and Outputs (raw materials, chemicals, products, by-products, wastes, emissions, wastewater etc.) Please attach separate sheets:)	Not Attached	
(d)	Characterstics(waste-wise) and Quantic of waste generation per annum:		

Schedule	Name of Process	Name of Hazardous Waste (Category No)	Quantity	Characteristics of each waste	The details of utilization with in the plants such as Reuse/ Recycling/ Recovery/R eprocessing etc	If not utilised within the plant, provide details of what is done with this waste	Details of arrangements for transportation to actual users/ TSDF	Details of the environmental safeguards and environmental facilities provided for safe handling
Schedule I	Industrial operations using mineral or synthetic oil as lubricant in hydraulic systems or other applications	Used or spent oil	0.2 KL/Annum	Oily Liquid	NIL	Disposed through Authorized Recycler	By Recycler	As per Factories Act 1948
Schedule I	Purification and treatment of exhaust air/gases, water and waste water from the processes in this schedule and common industrial effluent treatment plants (CETP's)	Chemical sludge from waste water treatment	2 T/Annum	ETP Sludge-Semi Solid	NIL	Disposed through TSDF	By TSDF Facility	As per Factories Act 1948
(e)	Hazardous and other wastes generated from storage of hazardous chemicals as defined under the Manufacture, Storage and Import of Hazardous Chemicals Rules, 1989.				,Plot No. A-16, Roop Nagar Industrial Area, Loni, Ghaziabad, GHAZIABAD, 201102			

Part C: To be filled by Treatment, storage and disposal facility operators

1.	Provide details of the facility including:
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(i)	Location of site with layout map:	Plot No. A-16, Roop Nagar Industrial Area, Loni, Ghaziabad, GHAZIABAD, 201102
(ii)	Safe storage of the waste and storage capacity	
(iii)	The treatment processes and their capacities	
(iv)	Secured Landfills	
(v)	Incineration, if any	
(vi)	Leachate Collection and Treatment System	
(vii)	Fire Fighting Systems	
(viii)	Environmental management plan including monitoring	
(ix)	Arrangement for transportation of waste from generators	
2.	Provide details of Any other activities undertaken at the Treatment, storage and disposal facility site.	
3.	Attach a Copy of prior Environmental Clearance	Not Attached

Part D: To be filled by recyclers or pre-processors or co-processors or users of hazardous or other wastes

1.	Nature and quantity of different wastes received per annum from domestic sources or imported or both:	
	Hazardous Wastes Type	Quantity
		Source (Domestic/Imported)
2.	Installed capacity as per registration issued by the District Industries Centre or any other authorised Government agency. Provide copy:	Not Attached
3.	Provide details of secured storage of wastes including the storage capacity	
4.	Process description including process flow sheet indicating equipment details, inputs and outputs (input wastes, chemicals, products, by-products, waste generated, emissions, waste water, etc.) Attach separate sheets:	Not Attached
5.	Provide details of end users of products or by-products	
6.	Provide details of pollution control systems such as Effluent Treatment Plant, scrubbers, etc. including mode of disposal of waste	
7.	Provide details of occupational health and safety measures	
8.	Has the facility been set up as per Central Pollution Control Board guidelines? If yes, provide a report on the compliance with the guidelines:	
9.	Arrangements for transportation of waste to the facility	

Place:

Date:

Signature of the Applicant

Name and Designation

Enclosures :

1. Consolidated Air & Water Consent (Attached)
2. TSDF Membership (Attached)

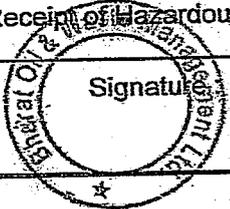
FORM 10
[See rule 19 (1)]

Copy for SPCB

MANIFEST FOR HAZARDOUS AND OTHER WASTE

S.No.: 75575

1. Occupier's Name & Mailing Address (including Phone No. and email)	Jai maa - Garments A 16 K/100 - 1422/S Roop Nagar Loni G2		
2. Sender's Authorization No.			
3. Manifest Document No.	Letter Dt 15/6/23		
4. Transporter's Name & Address (including Phone No. and email)	Parth - SLP		
5. Type of Vehicle (Truck / Tanker / Special Vehicle)			
6. Transporter's Registration			
7. Vehicle Registration No.	DL55 CN8229		
8. Receiver's Name & Mailing Address (including Phone No. and email)	(i) BHARAT OIL COMPANY (I) REGD. E-18, Site-IV, Sahibabad Industrial Area, Ghaziabad, UP-201010 Tel.: 0120-4167924, e-mail:sales@bharatoil.com (ii) BHARAT OIL & WASTE MANAGEMENT LTD. Mauza Mukimpur, Roorkee-Lakshar Road, Roorkee - 247664 UK, Tel. :08874207664 e-mail:sales@bharatoil.com (iii) BHARAT OIL & WASTE MANAGEMENT LTD. Gata# 672 & 706 Cha, Sikandra Road, NH-2, Kumbhi Vill., Tehsil Akbarpur, Kanpur Dehat, UP, Tel. : 0512-2285296 e-mail:sales@bharatoil.com		
9. Receiver's Authorization No.	(i) 174437/UPPCB/Ghaziabad(UPPCBRO)/CTO/Both/GHAZIABAD/2023 Valid upto: 31/12/2027 (ii) UEPPCB/HO/Con-B-64/2018/548 Valid upto: 31/03/2023 Renewal Applied on dated 09-02-2023 (iii) 1403/UPPCB/KanpurDehat(UPPCBRO)/HWM/KANPUR.DEHAT/2018 Valid upto: 30/04/2023 Renewal Applied on dated 21-02-2023		
10. Waste Description	ETP Sludge		
11. Total Quantity No. of Containers	20 Kgm ³ or MT Nos.		
12. Physical Form	(Solid/Semi-Solid/Sludge/Oily/Tarry/Sturry/Liquid)		
13. Special Handling Instructions & Additional Information	Do not throw Drums from truck. In case of leakage/ seepage, use Washing soap at point of leak to stop its leakage.		
14. SENDER'S CERTIFICATE	I hereby declare that the contents of the consignment are fully and accurately described above by proper shipping name and are categorised packed, marked, and labeled, and are in all respects in proper condition for transport by road according to applicable national government regulations.		
Typed Name & Stamp : For JAI MA A GARMENTS Signature : 30/06/23 Proprietor	Month	Day	Year
	06	15	2023
15. Transporter Acknowledgement of Receipt of Waste	Month	Day	Year
Typed Name & Stamp : Signature :	06	15	2023
16. Receiver's Certificate for Receipt of Hazardous and other Waste	Month	Day	Year
Typed Name & Stamp : Signature :	06	15	2023

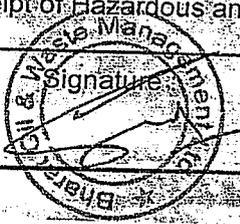


FORM 10
[See rule 19 (1)]

Copy for SPCB

MANIFEST FOR HAZARDOUS AND OTHER WASTE S.No.: 83411

1 Occupier's Name & Mailing Address (including Phone No. and email)	Jai maa Garments A-16 Kh No 1472/5 Ramp Nagar Lucknow
2 Sender's Authorization No.	
3 Manifest Document No.	NA dt 5/1/24
4 Transporter's Name & Address (including Phone No. and email)	Party - self
5 Type of Vehicle	(Truck / Tanker / Special Vehicle)
6 Transporter's Registration	
7 Vehicle Registration No.	DLSSA25001
8 Receiver's Name & Mailing Address (including Phone No. and email)	(I) BHARAT OIL COMPANY (I) REGD. E-18, Site-IV, Sahibabad Industrial Area, Ghaziabad, UP-201010 Tel: 9899692899 e-mail:sales@bharatoil.com
(II) BHARAT OIL & WASTE MANAGEMENT LTD. Mauza Mukimpur, Roorkee-Lakshar Road, Roorkee, Haridwar - 247664 Uttarakhand, Tel: 8874087866 e-mail:sales@bharatoil.com	(III) BHARAT OIL & WASTE MANAGEMENT LTD. Gata# 672 & 706 Cha Sikandra Road, NH-2, Kumbhi Vill. Tehsil Akbarpur, Kanpur Dehat, UP Tel: 8874207652 e-mail:sales@bharatoil.com
9 Receiver's Authorization No.	(I) 174437/UPPCB/Ghaziabad(UPPCBRO)/CTO/Both/GHAZIABAD/2023 Valid Upto: 31/12/2027
(ii) UKPCB/HO/Con-B-84(Vol-III)/2023/233 Valid Upto: 31/03/2028	(iii) 177172/UPPCB/KanpurDehat(UPPCBRO)/CTO/Both/KANPURDEHAT/2023 Valid Upto: 31/12/2027
10 Waste Description	BTP Sludge
11 Total Quantity No. of Containers	20 Kg m ³ or MT Nos.
12 Physical Form	(Solid/Semi-Solid/Sludge/Oily/Tarry/Slurry/Liquid)
13 Special Handling Instructions & Additional Information	Do not throw Drums from truck. In case of leakage/seepage, use Washing soap at point of leak to stop its leakage.
14 SENDER'S CERTIFICATE	I hereby declare that the contents of the consignment are fully and accurately described above by proper shipping name and are categorised packed, marked, and labeled, and are in all respects in proper condition for transport by road according to applicable national government regulations.
Typed Name & Stamp : For JAI MAA GARMENTS	Signature : 3/1/24 Proprietor
15 Transporter Acknowledgement of Receipt of Waste	Month Day Year 01 05 2024
Typed Name & Stamp :	Signature :
16 Receiver's Certificate for Receipt of Hazardous and other Waste	Month Day Year 01 05 2024
Typed Name & Stamp :	Signature :

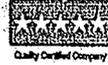




Bharat Oil & Waste Management Ltd.

Since 1978

ISO 9001:2000



Quality Certified Company



Petroleum Refining, Hazardous Waste Management & Incineration
Refiners & Manufacturers of Industrial Lubricating Oils

MEMBERSHIP CERTIFICATE

M / s. Jai Maa Garments

Plot No A-16, Khasra No. 1477/5, Roop Nagar Industrial Area, Loni Ghaziabad-201102, UP

is a registered member of our facility



BOWML/K/5141/23

Gata No. 672,706Cha Vill. Kumbhi, Akbarpur Road, NH-2 Kanpur-Dehat-209101, UP

for safe, legal & scientific Disposal of Hazardous Waste

Member # : BOWML/K/5141/23

Expiry Date : April 30, 2024

One may verify 'active' membership by calling
Bharat Oil & Waste Management Ltd. at

011-4100 0710, 2981 6466 or Email: sales@bharatoil.com



Scan & Verify

For Bharat Oil & Waste Management Ltd.

Pragati Rohtagi	Digitally Signed By:Pragati Rohtagi
Sales Cordinator	Date: 2023-05-02 09:30:35
sales@bharatoil.com	IP: 49.36.178.142
	ID: jFu4sqCMpjBchOoiG3ny8g==
	Click here to E-verify

Authorized Signatory

For Bharat Oil & Waste Management Ltd.

Sunder K Kukreja	Digitally Signed By:Sunder K Kukreja
GM (Admin & Fin.)	Date: 2023-05-02 09:47:22
sales@bharatoil.com	IP: 49.36.178.142
	ID: GFu0LOzFfj8j40QeQTg==
	Click here to E-verify

Authorized Signatory



Sales Office :

11, Community Centre, LGF, East of Kailash
New Delhi - 110 065, India

Regd. Office :

11 LGF, Community Center, East of Kailash, New Delhi-110065, India
Ph : 41000710, 26210205 Telefax : 26216466

Email : sales@bharatoil.com

www.bharatoil.com

Facilities :

- E - 18, Sahibabad Industrial Area, Site 4
Ghaziabad - 201 010 (UP) India
- Gata No. 672, Vill. Kumbhi, NH - 2
Ramabai Nagar - 209 101 (U.P.)
- Mauza Mukimpur Roorkee-Lakshar Road
Roorkee - 247664 (UK)
- SIDCUL - Haridwar (UK)



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL98367655371902V
 Certificate Issued Date : 29-Apr-2023 04:03 PM
 Account Reference : IMPACC (IV)/ dl985503/ DELHI/ DL-DLH
 Unique Doc. Reference : SUBIN-DL98550367560947768207V
 Purchased by : JAI MAA GARMENTS
 Description of Document : Article Others
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : JAI MAA GARMENTS
 Second Party : BHARAT OIL AND WASTE MANAGEMENT LTD
 Stamp Duty Paid By : JAI MAA GARMENTS
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write or type below this line

AGREEMENT

THIS AGREEMENT made on this 1. May 2023 between **JAI MAA GARMENTS** a Company incorporated under Proprietorship Act, having its registered Office and its Plant located at **PLOT NO. A-16 KHASRA NO. 1477/5, ROOP NAGAR INDUSTRIAL AREA, LONI GHAZIABAD, U.P, 201102** (hereinafter called as "FIRST PART" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors nominees and assigns of the First Part.

AND

For Bharat Oil & Waste Management Ltd

For JAI MAA GARMENTS

[Signature]
 Proprietor

[Signature] Page 1
 Director

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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

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

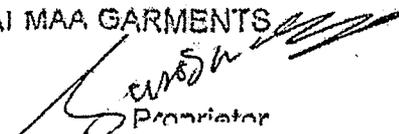
AND WHEREAS the First Part desires that the Hazardous Waste, being generated at its production unit mentioned above, to be lifted, transported, treated, stored and disposed of, by utilizing the services of SECOND PART, as per the Pollution Control Board Authorization (list of Hazardous Wastes and their tentative quantity, which would be generated at the FIRST Part's plant located **PLOT NO. A-16 KHASRA NO. 1477/5, ROOP NAGAR INDUSTRIAL AREA, LONI GHAZIABAD, U.P, 201102** AND WHEREAS the SECOND PART has represented and assured to First Part that it's Facility in Kanpur/Roorkee/Sahibabad is duly authorized by the concerned State Pollution Control Board and further capable of handling the Hazardous Waste generated at the First Part's premises.

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

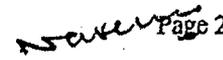
Now, therefore, those present witnessed and it is hereby declared and agreed by and between the Parties as follows: -

1. The scope of services to be provided by Second Part is limited to lift, transport through authorized vehicles, treat, store and dispose of Hazardous Waste of First Part as per the guidelines prescribed by Pollution Control Board or First Part can also send HW to SECOND Part's Plant directly at its own cost.
2. Second Part, on receipt of written information from FIRST PART, will plan and schedule lifting logistics of the Hazardous Wastes from the premises of FIRST PART within three (3) business days of receipt of such information. First Part shall ensure that Hazardous Wastes must be packed in proper & leak proof Bags or polythene-Bags or containers for safe transportation.

For JAI MAA GARMENTS

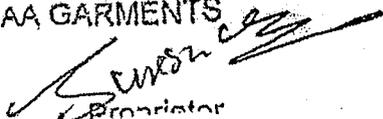

Proprietor

For Bharat Oil & Waste Management Ltd.


Page 2
Director

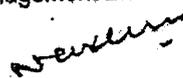
3. SECOND PART shall at all times comply with all the provisions of Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 as amended from time to time framed by MoEF/CPCB.
4. SECOND PART shall indemnify and keep indemnified FIRST PART from all losses, damages, and third-party claims after taking out HW from the premises of the First Part, in cases of non-compliance of statutory norms on the part of SECOND PART.
5. FIRST PART shall keep ready the Hazardous Waste as per the mandate given to SECOND PART for collection, as it is a common facility catering to diverse wastes. SECOND PART shall follow Ministry of Environment & Forest, Central Pollution Control Board and State Pollution Board guidelines, future amendments and latest disposal technologies.
6. FIRST PART shall ensure that the above Hazardous Waste must be packed & labeled as per rules in proper containers/bags so as to prevent any damage/spillage of the material, during transit to SECOND PART factory. Rates are with Containers/Bags, arranged by FIRST PART shall be of Metallic/PVC/Leak proof Bags and kept at the storage place under cover. Container/Bags' weight will also be added in the weight of the material for disposal charges and these are not returnable basis.
7. FIRST PART will provide labour and special Material Handling Equipments at its own cost to lift and load the containers at the FIRST PART premises, in the vehicles for the transportation.
8. FIRST PART has mandatory obligations to provide the entire process detail which leads to generation of Hazardous Waste and its tentative Quantity per month or year to SECOND PART for the purpose of determining the waste characteristics and to decide parameters for comprehensive analysis and process for disposal. However, it is specifically agreed between the parties that the process details provided by FIRST PART shall be kept confidential and Second Part shall not disclose it to any third party without the First Part's prior written consent. This clause shall survive termination for a period of 1 (One) year after the determination of this Agreement for any reason whatsoever.
9. FIRST PART must provide comprehensive Laboratory Analysis Report from a CPCB/Moef approved Laboratory of each type of Hazardous Waste for Finger Print Analysis. These laboratories must be accredited as per the Environment (Protection) Act, 1986 and ISO 17025 through NABL system. In the event there are differences in the analysis results; FIRST PART may send its samples to a mutually agreed THIRD PARTY at their own cost. New Comprehensive Analysis Reports shall be provided by FIRST PART when there is a change in the Hazardous Waste characteristics, manufacturing process or change in the product mix etc. Reports must be provided to SECOND PART prior to scheduling pick-up of Hazardous Waste. Reports shall be sent via electronic mail as well as by courier/speed post to SECOND PART. As per CPCB Guidelines, HW Rules, comprehensive Laboratory Analysis Report from a CPCB/Moef approved Laboratory of each type of Hazardous Waste is mandatory for direct disposal pathway. Which if not provided by FIRST PARTY.

For JAI MAA GARMENTS


Proprietor

For Bharat Oil & Waste Management Ltd.

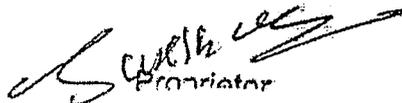
Page 3


Director

shall be performed by SECOND PARTY as per rate schedule of this agreement and FIRST PARTY agrees to pay the costs incurred in performing the test immediately upon demand.

10. The comprehensive Analysis Report shall determine the disposal Pathway based on the Waste Characteristics and as per Waste Acceptance Criteria given to the FIRST PART and any other condition/solution that would help in safe disposal of Hazardous Waste. Disposal Pathway is mutually agreed between FIRST PART and SECOND PART to finalize the disposal base or basic USER CHARGES. The base User Charges are defined in Annexure to this Agreement.
11. FIRST PART will maintain and provide details of the HW as per the provisions in various Forms prescribed in the Rules. These Forms can be provided by SECOND PART at cost or be printed by FIRST PART as per the formats given by the SECOND PART.
12. If FIRST PART provides any false information/declarations or withholds information in relation to the provisions of Hazardous Waste rules and / or E-Waste rules any time during the term of this Agreement, all charges of Hazardous Waste during transportation, handling, treatment and disposal including post-disposal period shall remain vested at the responsibility of FIRST PART.
13. The charges for collection, treatment, storage, and disposal facility (hereinafter called as User Charges) will be applicable to FIRST PART/SECOND PART as per Annexure.
14. FIRST PART shall make payment for Waste Management Services to SECOND PART and vice-versa per User Charges and other terms and conditions as per payment terms outlined in Annexure.
15. FIRST PART is responsible to segregate/store/accumulate/fill/load the Hazardous Waste in the container provided by FIRST PART in a neat and proper manner and so also, the container area should be accessible to SECOND PART's vehicle, to come and lift the Waste. The Transporter/SECOND PART reserves the right to reject lifting of Hazardous Waste spilled over the ground and container whose extensors are soiled by Hazardous Waste spillage due to leakage.
16. In case, for any reason, the SECOND PART's Vehicle is sent back without giving the Hazardous Waste even after being requisitioned by FIRST PART, FIRST PART will have to pay actual transport charges to SECOND PART, for a minimum load of ONE (1) MT.
17. First Part shall at all times comply with all the provisions of the Acts and Rules from time to time in force and the Guidelines issued from time to time regarding handling of Waste involving the collection, storage, transportation and delivery thereof, and shall, without prejudice to the generality of the foregoing, also comply with all Environmental Protection Laws, Safety Laws and Regulations from time to time in force and the Rules, Regulations and Notifications made or issued thereunder from time to time. In the event of First Part committing any breach of the terms of this clause of Agreement, FIRST PART shall indemnify and keep indemnified SECOND PART from and against all claims, payments, costs and actions of whatsoever nature brought against or sustained or incurred

For JAI MAA GARMENTS


Proprietor

For Bharat Oil & Waste Management Ltd.


Director

by SECOND PART arising from or as a result of such breach committed by FIRST PART in that behalf, provided these are proved.

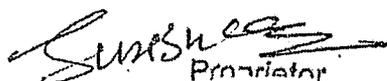
18. FIRST PART & SECOND PART shall indemnify and keep indemnified each other at all times from and against all actions, suits, proceedings, claims, third party claims, costs, payments and expenses of whatsoever nature made or suffered or incurred by the other PART whether by reason of or by virtue of non-performance or non-observance or non-compliance by either PART, of any terms and conditions of this Agreement or of the relevant Act, the Rules and the Guidelines.

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

19. This Agreement is valid for a period of five (5) years from date of signing this agreement.
20. FIRST PART shall use the services of the SECOND PART during the period of this contract to dispose generated hazardous waste at agreed prices, while the agreement is in force. SECOND PART must legally and safely collect, transport, treat, dispose hazardous waste from FIRST PART during the agreed period per rates agreed while this Agreement is in force and payments made as per Agreement terms.
21. If all the terms and conditions as per the clauses of this Agreement are adhered to by FIRST PART, it will be SECOND PART's responsibility to lift, transport, treat and dispose of the Hazardous Wastes generated by FIRST PART in accordance with prevailing Govt. Rules and FIRST PART shall not have any liability whatsoever in this regard.
22. The main mode of final disposal of HW shall be Incineration/Pre-Processing/Co-Processing/Land-filling and ash would be cemented and landfilled. The modes of disposal are dependent on the Hazardous Wastes' characteristics and FIRST PART shall not have any liability whatsoever in this regard.
23. The User Charges are subject to Annual Revision on the basis of Govt. of India Wholesale Price Index [WPI], (Commodities Index-All India) and once a quarter in the event of escalation of fuel costs and on major price escalations, escalation of fuel costs viz., Power Tariff, change in Disposal Technologies/Method, Wage Hike etc., to name a few. For the purpose of escalation in fuel cost, 30% of freight rate will be considered as fuel element of the cost.
24. SECOND PART reserves the right to cancel this Agreement if FIRST PART fails/refuses to pay the bills/dues as per the payment terms applicable to FIRST PART as mentioned herein and in Annexure. A Notice period of maximum Fifteen (15) days will be allowed from the date of lifting of material. If FIRST PART fails to pay in settlement of the Invoice, it shall be liable to pay interest @ 18% per annum and this may also result in cancellation of First Part's Membership, forfeiture of deposit, and termination of this Agreement. Repeated defaults and violation of payment terms will also result in cancellation of Membership and forfeiture of Membership deposit.

For Bharat Oil & Waste Management Ltd.

For JAI MAA GARMENTS


Proprietor

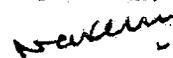

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Director

25. Hazardous Wastes that require other alternate destruction technologies shall be handled at SECOND PART's facility. However, the prices for such treatment techniques shall be determined on a case-to-case basis on their characteristics.
26. Notwithstanding anything contained herein, neither Part hereto shall be liable for damages or have this Agreement terminated for any delay or default in the performance of such Part hereunder if such delay or default in performance derives from conditions beyond the reasonable control of such Part, including but not limited to, acts of God, fires, floods, extreme drought, riots, work stoppages, embargoes, governmental actions or damage to the plant or facility or any cause unavoidable or beyond the control of either part including any arbitrary ruling by the Government prohibiting the handling of the Waste or continuing domestic or international problems such as wars, pandemic or natural calamities.
27. This Agreement shall be deemed to represent the entire Agreement between the parties hereto regarding the subject matter hereof and shall supersede, cancel and replace all prior agreements or arrangements, if any, in this behalf, signed/entered into by and between the parties hereto.
28. This Agreement is on principal to principal basis and nothing contained herein shall be deemed to constitute a partnership, joint venture or agency by and between the parties hereto.
29. This Agreement may be modified or amended only by writing, duly executed by or on behalf of the parties hereto.
30. Any terms and conditions of this Agreement may be waived at any time by the party that is entitled to the benefit thereof. Such waiver must be in writing and must be executed by an authorized officer of such party. A waiver on one occasion will not be deemed to be a waiver of a similar occasion or any other similar breach or non-fulfillment on a future occasion.
31. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future laws, such provisions shall be deemed terminable and the remaining parts and provisions of this Agreement shall remain in full force and effect.
32. Either Part shall have the right to terminate this Agreement upon giving 30 days written notice to the other Part with a reasonable cause.
33. It is clearly and expressly understood by and between the parties that the activity of lifting, transportation, treatment, storage and disposal of Hazardous Wastes is an independent contract and it does not come within the purview of the FIRST PART's manufacturing and selling activities. It is also clearly understood and confirmed by and between the parties that this contract is for performance of work and not for supply of Labour.
34. Nothing contained in these terms and conditions shall be construed as creating any relationship either direct or indirect of employer and employee between the FIRST PART and the persons engaged by SECOND PART. The FIRST PART shall have no liability towards such persons and

For JAI MAA GARMENTS


Proprietor

For Bharat Oil & Waste Management Ltd.



Director

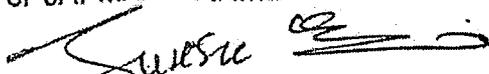
such persons will not have any claim whatsoever against the FIRST PART for salary, wages, provident fund, gratuity, retrenchment compensation or any other compensation for accident or death or any other claim whatsoever.

35. Any dispute arising on any clause or clauses of this Agreement and the contents of the Annexure hereto between FIRST PART and SECOND PART shall be referred to an Arbitrator of repute by SECOND PART. The Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 with amendments thereof. The arbitration proceedings shall be conducted in English and shall take place at New Delhi, India. The arbitral award, including interim awards, if any, shall be final and binding upon both parties.
36. Subject to the provisions of the foregoing clause, FIRST PART and SECOND PART mutually agree that the courts of New Delhi alone, to the exclusion of any other, shall have the jurisdiction.
37. SECOND PART will lift and dispose waste from FIRST PART only if FIRST PART has valid & active legal authorization/consent to generate waste and operate the specified unit by relevant SPCB. First Part states that it is authorized to generate Hazardous Waste vide UEPPCB approval No. ~~397A/565~~ Dated ~~1.1.19~~ valid till ~~31/12/23~~ (copy attached), and has valid unexpired Consent to Operate under Air/Water Act No. ~~31/12/23~~ Dated.....valid till.....(copy attached). The actual operation of collection/ Transportation/Storage/Treatment/Disposal of Hazardous Waste from First Part will start only after receiving the copy of valid approval of Air/Water/HW Consents from First Part. First Part will notify promptly in 30 days to SECOND PART if it has been ordered closure by relevant state pollution control board or any court of jurisdiction over it and that during the term of this agreement.

This Agreement is signed on this 1 May 2023 at New Delhi.

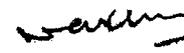
For JAI MAA GARMENTS

For JAI MAA GARMENTS


Proprietor

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

For Bharat Oil & Waste Management Ltd.


Director

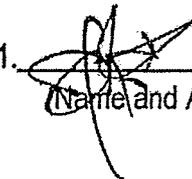
By its authorized Signatory
Name & Designation

Director /Partner
(Naresh Manglani)/Bharat Manglani)

Witnesses:

1. Name & Designation)

(Mobile: ..*Q.H.E. 1011*
9358012349)

1. 
(Name and Address)

2. Name & Designation

(Mobile.. *Subhash*
9718204693)

2. Sanjeev Pal (ASM) 7428737555
(Name and Address)

Sanjeev.pal@bharatoil.com

Suresh Chandra

GST No. 09AKAPC3838N1ZZ

PAN No. AAMFT3721H

Phone. 9250613074

Email. Sureshsadh51@gmail.com

MSME:-

ANNEXURE - A

Waste Management & Handling Service Charge

This annexure is in conjunction with agreement signed between **JAI MAA GARMENTS** and Bharat Oil & Waste Management Ltd on date 1. May 2023.

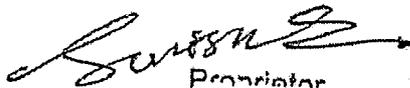
First part WILL PAY AN AMOUNT OF Rs. 15000/- plus, application GST @ 18%, Total 17700/- to second part TOWARDS Non-Refundable Lifetime Membership Deposit which will be applicable for lifetime from the date of signing of this Agreement and membership will be renewed per without any extra charges.

Category - A: shall be paid by Second Part

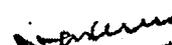
S:NO	Type of Hazardous /Wastes	Category as per Authorisation under HW	Quantity/Annum (Specify)	Second Part Rates

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For JAI MAA GARMENTS


Proprietor

For Bharat Oil & Waste Management Ltd.


Director

		Rules or E-Waste Rules	Kg, Liter, MT, No)	
1.	Used Oil	Sch I - 5.1		Rs.3000/- (Three Thousand only) per drum
2.	HW Empty Barrels 210 liters	Sch I - 33.1		Rs.200/- (Two Hundred) per drum

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

- Sr.no.1 waste must comply with parameters as per Schedule V Part A of HW Rules, i.e. without water, sludge.
- Less Than 210 Litter used oil BOWML will not pay to first part.
- Quoted rates are inclusive of GST. With container.

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

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

Collection, Treatment, Storage and Disposal Charges

S:NO	Name of Hazardous Wastes as per SPCB Authorisation of Industry	Category as per Authorisation under HW Rules or E-Waste Rules	Quantity/ Annum (Specify Kg, Litter, MT, No)	Second Part Rates
1	Cotton Waste	5.2	100Ks	Rs. 20.00 per Kg (Rupees Twenty per kg only)
2	Empty Containers	33.1	20Ks	Rs. 10.00 per Kg (Rupees Ten per kg only)
3	Filters	3.3	5Nos	Rs. 45.00 per Piece (Rupees Forty Five per PIECE only)
4	E-Waste		50 Ks	Rs. 22.00 per Kg (Rupees Twenty Two per kg only)
5	ETP Sludge	35.3	500Ks	Rs.10.00 per kg (Rupees Ten Per kg Only)
6	Transport			As Per Actual

➤ Quoted Rates are exclusive of all taxes;

Transportation cost shall be paid by the **FIRST PART TO SECOND PART** for BOWML's,

02 **TERMS & CONDITIONS:**

Additional MoeF Post-Closure Monitoring / Escrow Fund Charge

For JAI MAA GARMENTS

[Signature]
Proprietor

For Bharat Oil & Waste Management Ltd.

[Signature]

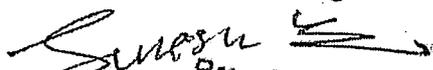
Director

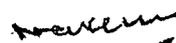
- a) A charge of @ 5% on the total of above charges shall be applicable and levied on the actual waste quantities disposed for landfill (SLF) waste. This charge is deposited in an escrow account to pay for any emergency remediation and post closure period of TSDF. This is required by MoEF, Government of India and is applicable to all landfill waste (SLF).
- b) A minimum billing of Rs.4000/- (Rupees Four thousand) Plus GST will be applicable for a load up to 200kg at a time and for load above 200kg, rates quoted below will be applicable and to be paid by FIRST PART.
- c) Further if there is no lifting of any Hazardous waste within a quarter, the minimum charges of Rs. 4000.00 plus taxes is to be paid by the FIRST PART until termination of the agreement.
- d) GST or other taxes as applicable by GOI shall be paid by FIRST PART.
- e) FIRST PART shall ensure that the above Hazardous Waste must be packed in proper containers/gunny bags so as to prevent any damage/spillage of the material, during transit at FIRST PART plant. Containers/Gunny bags arranged by FIRST PART shall be of metallic/PVC and kept at the storage place under cover.
- f) FIRST PART shall deliver their waste at SECOND PART Kanpur dehat/Sahibabad at its own cost. If SECOND PART lifts the material transportation cost shall be borne by FIRST PART as quoted above. Loading is in scope of FIRST PART.
- g) The transport charges are subject to revision if fuel prices are increased or decreased by Government beyond 10% from the price on the date of signing this Annexure.
- h) The above transportation cost is for material of upto 1.1 MT/m³ density. If density is lower than 1.1 MT/m³, the transport cost will be increased on pro-rata basis as the lighter waste material occupies more volume.
- i) Leak-proof packing & proper correct labeling as per HW Rules will be ensured by FIRST PART for safe transportation. Waste material shall be properly packed, sealed and labelled by the FIRST PART as per Rules.
- j) A maximum of 4 hour will be allowed for lifting, loading & paperwork upon arrival of truck/container at site of the FIRST PART. FIRST PART agrees to pay Detention Charges of Rs.5000/- (Rupees five thousand) only, per day if the vehicle is held overnight.
- k) As per Rule 8 of the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 as amended FIRST PART (Hazardous Waste Generator) needs to send/dispose the Hazardous Waste within 90 days from their Plant failing which agreement can be terminated without any notice.
- l) For Category (A) Payment shall be made by SECOND PART in favour of FIRST PART by Cheque/DD/NEFT within a week of receipt of FIRST PART Invoice. (Used/ Waste Oil should meet parameters as per Schedule V(A) of Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 as amended).
- m) For Category (B) FIRST PART shall pay to SECOND PART within a week of receipt of SECOND PART Invoice, by cheque/Demand Draft/ NEFT.

For Bharat Oil & Waste Management Ltd.

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For JAI MAA GARMENTS

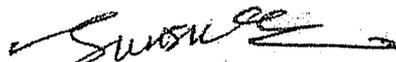

Proprietor


Director

- n) NO CASH TRANSACTION WILL BE ENTERTAINED. However, besides cheque, SECOND PART accepts payments under NEFT/ RTGS route also. FIRST PART have to declare the quantity of hazardous waste generation on Quarterly/ Annual basis, while applying for fresh Membership.
- o) TAXES / LEVIES:- All Government / Municipal Taxes / Duties/ Levies/ Octroi / Service Tax or GST / Tolls etc, as applicable from time to time, will be payable by FIRST PART. There shall be NO goods / waste sent (or given) by FIRST PART to SECOND PART other than mentioned in this Annexure or mutually agreed & signed between the parties through an Annexure along with MoeF Approved Laboratory Test Reports of each waste type.
- p) There shall be NO goods / waste sent (or given) by FIRST PART to SECOND PART other than mentioned in this Annexure or mutually agreed & signed between the parties through an Annexure along with MoeF Approved Laboratory Comprehensive Test Reports as per CPCB Guidelines of each waste type.
- q) If FIRST PART sends goods which are not lawful, controlled substance, radio-active, bio-medical, explosive and/or not authorized/approved to be accepted by the SECOND PART (facility operator) by SPCB then the same shall be notified to SPCB and FIRST PART; The waste shall be refused and returned to the FIRST PART at full transport, handling cost payable by FIRST PART to SECOND PART.
- r) If FIRST PART sends waste / goods which are as agreed upon yet not matching within +-10% the test analysis report provided by the FIRST PART OR IF FIRST PART sends waste/goods which are Hazardous Waste but NOT as agreed upon THEN - the SECOND PART will charge as decided by SECOND PART and FIRST PART agrees to pay immediately upon demand the Laboratory Comprehensive Test Analysis Charge, Transport, Storage, Disposal, Treatment Charge along with any applicable Government Taxes; MoeF Escrow Fee etc. SECOND PART will notify the FIRST PART, CPCB (HW Cell) and SPCB of the Exception. The complete liability, risk and costs of such goods/Wastes shall be on FIRST PART and the FIRST PART shall be liable to pay all the charges as demanded by the SECOND PART and FIRST PART shall indemnify the SECOND PART for / during the transport, storage, unloading, treatment, disposal for the said waste.

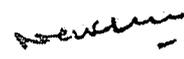
For JAI MAA GARMENTS

For JAI MAA GARMENTS


Proprietor

(First Part)

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


Director

(Second Part)



ANNEXURE-B

This annexure is in conjunction with agreement signed between FIRST PART and SECOND PART on date 1. May 2023.

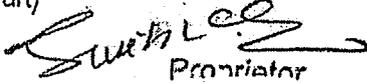
Lab Analysis Charge (Optional, Applicable when SECOND PART service is used)

Comprehensive Analysis Charge of Laboratory is Rs.12,500/- (Rupees Twelve thousand five hundred only) for complete analysis of hazardous waste as per CPCB Guideline (if ordered and applicable) excluding service tax/GST (extra). FIRST PART can / may use a Government Recognized or MoeF approved 3rd party laboratory and provide test reports to the TSDF, which are conducted within the last 180 days. Comprehensive Analysis has to be carried out for any new waste streams or any change in manufacturing process as per Hazardous and Other Wastes (Management & Transboundary Movement) Rules, 2016 and CPCB Guidelines. FIRST PART must inform the facility (SECOND PART) if any change in manufacturing process prior to waste pickup; disposal through SECOND PART.

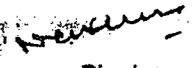
For **JAI MAA GARMENTS**

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

For **JAI MAA GARMENTS**
(First Part)


Proprietor

(Second Part)


Director

M/S. - JAI MAI GARMENTS

A-16, ROOPNAGAR IND. AREA, LONI
DISTT- GHZIABAD (U.P.)

1. HAZARDOUS WASTE AUTHORIZATION No. :-

परिष्कृत पत्र संख्या

DATED

दिनांक

2. VALIDITY DATE

वैधता तिथि

3. AIR CONSENT No. DATE & VALIDITY

वायु अनुमति संख्या, तारीख एवं वैधता

4. WATER CONSENT No. DATE & VALIDITY

जल अनुमति संख्या, तारीख एवं वैधता

5. TYPE OF HAZARDOUS WASTE GENERATED IN INDUSTRY

उद्योग में जनित परिसंकृत मल अपशिष्ट के प्रकार

7. DETAIL ABOUT HAZARDOUS WASTE STORED

गुंजारित परिसंकृत मल अपशिष्ट का विवरण

APROX TON AS ON

8. STORAGE FACILITY OF HAZARDOUS WASTE

परिसंकृत मल अपशिष्ट के गुंजारण सुविधा

9. QUALITY OF QUANTITY OF WASTE WATER

अपशिष्ट जल की गुणवत्ता और मात्रा

INDUSTRIAL KLD

औद्योगिक किलो/दिन

DOMESTIC KLD

घरेलू किलो/दिन

10. DETAIL ABOUT AIR EMISSION

वायु उत्सर्जन का विवरण

(1)

STACK ATTACHED to

चिमनी के साथ जुड़ा हुआ

STACK HEIGHT MTR.

चिमनी की ऊंचाई मी.

STACK DIAMETER M.M

चिमनी का व्यास मीमी

PARTICULATE MATTER [mg/Nm³]

पार्टिकुलेट मैटर

SULPHUR DI-OXIDE [mg/Nm³]

सल्फर डी ऑक्साइड

OXIDE OF NITROGEN [mg/Nm³]

नाइट्रोजन के ऑक्साइड

AIR POLLUTION CONTROL SYSTEM

वायु प्रदूषण नियंत्रण तंत्र

(MANAGER)

JAI MAA GARMENTS

A-16, ROOP NAGAR INDUSTRIAL AREA, LONI, DISTT-GHAZIABAD (U.P)

555

सेवा में,

मुख्य पर्यावरण अधिकारी

(तृ-1)

उ० प्र० प्रदूषण नियंत्रण बोर्ड
लखनऊ।

विषय : कारण बताओ नोटिस के सम्बन्ध में।

महोदय,

कृपया अपने पत्र संख्या H-01869/सी-1/जी-716/ का० व० नो०/2023, दिनांक 12/10/2023 का सन्दर्भ ग्रहण करने का कष्ट करें। उपरोक्त के अनुपालन में आपको अवगत कराना है कि :

इकाई द्वारा उत्प्रावह शुद्धिकरण संयंत्र (ETP) का संचालन सुचारु रूप से किया जा रहा है तथा ETP से निस्तारित शुद्धिकृत उत्प्रावह कि SAMPLING बोर्ड से मान्यता प्राप्त प्रयोगशाला से दिनांक 10/10/2023 कराया गया जिसका विश्लेषण आख्या दिनांक 14/10/2023 को प्राप्त हुआ था, जिसमें दिए गए प्रचालकों कि मात्रा बोर्ड मानकों के अनुरूप है। (शुद्धिकृत उत्प्रावह की विश्लेषण आख्या आप के अवलोकनार्थ सादर संलग्न है।)

इकाई को बोर्ड द्वारा जल एवं वायु सहमति निर्गत किया गया है जिसकी वैधता 31/12/2024 तक है तथा इकाई द्वारा सहमति पत्र में निहित शर्तों का पूर्णतः अनुपालन किया जा रहा है।

अग्रतर आप को यह भी अवगत कराना है कि इकाई द्वारा उत्प्रावह शुद्धिकरण संयंत्र का संचालन सुचारु रूप से किया जा रहा है तथा इकाई द्वारा निस्तारित उत्प्रावह का विश्लेषण मान्यता प्राप्त प्रयोगशाला से त्रैमासिक आधार पर कराया जाता है।

अतः आप श्रीमान जी से सविनय निवेदन है कि, इकाई को जारी कारण बताओ नोटिस को निक्षेप करने की कृपा करें।

हम आप के सदैव आभारी रहेंगे।

सधन्यवाद

भवदीय

कृते जय माँ गारमेंट्स

प्राधिकृत हस्ताक्षरकर्ता

प्रतिलिपि: क्षेत्रीय अधिकारी, उ० प्र० प्रदूषण नियंत्रण बोर्ड, गाज़ियाबाद।

संलग्नक: उपरोक्तानुसार।

TEST REPORT

ISSUED TO	:	M/S. JAI MAA GARMENTS, PLOT NO(A-16), ROOP NAGAR INDUSTRIAL AREA, LONI, DISTRICT - GHAZIABAD (U.P.).
Sample Identification No.	:	WV-231010/0011
Test Report No.	:	GEL-2310/8564
ULR Number	:	TC-718623000016966F
Date of Issue of the Report	:	14.10.2023
Sampling Method	:	IS:17614:2021
Testing Location	:	PERMANENT FACILITY
Type of Sample	:	EFFLUENT WATER
Sample Collection Date	:	10.10.2023
Sample Collected by	:	GEL STAFF
Sampling Location	:	OUTLET OF ETP
Sample Quantity	:	2.0 LTR + 1.0 LTR
Sample Description	:	LIQUID
Date of Sample Receipt	:	10.10.2023
Sample Condition	:	SEALED
Analysis Duration	:	10.10.2023 To 14.10.2023

ANALYSIS RESULT

S. NO.	PARAMETER	RESULTS	UNIT	AS PER CPCB LIMIT	TEST METHOD
1.	pH	7.52	—	6.0-9.0	IS:3025(part-11): 2022
2.	Total Suspended Solids	68	mg/L	100	IS:3025(part-17): 2022
3.	Chemical Oxygen Demand	136	mg/L	250	IS:3025(part-58):2023
4.	Biochemical Oxygen Demand (at 27°C for 3 days)	25	mg/L	30	IS:3025(part-44): 2023
5.	Oil & Grease	3	mg/L	10	IS:3025(Part-39):2021

(Checked By)
INTEKHAB KHAN (Technical Manager)

ARVIND KUMAR
(Authorized Signatory)
Ghaziabad

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



END OF REPORT

