

**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:8.2.202



Anuj Kumar Sharma  
ADVOCATE  
8076629401

**IN THE CENTRAL ADMINISTRATIVE TRIBUNAL  
PRINCIPAL BENCH, NEW DELHI**

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Varun Gulati ... Applicant

Versus

State of UP & Ors. ... Respondents

**REPLY ON BEHALF OF THE RESPONDENT NO.10/ REKHA  
ENTERPRISES**

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 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 *Noorduddin 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".*

Furthur 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”.*

3. 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.

4. 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. 10 i.e, Rekha Washing is holding consent to operate issued by the UP PCB vide letter dated 21.02.2023 dyeing and washing of jeans and the same is valid upto 31.12.2024. 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, which is valid upto 25.12.2027. Furthermore, the answering respondent has been authorised by the UP PCB vide letter dated 26.06.2023 for the generation, collection, utilisation, storage and disposal or any other use of hazardous or

other waste or both for a period upto 25.06.2028. 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. 10 i.e, Rekha Washing is holding consent to operate issued by the UP PCB vide letter dated 21.02.2023 dyeing and washing of jeans and the same is valid upto 31.12.2024. 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, which is valid upto 25.12.2027. Furthermore, the answering respondent has been authorised by the UP PCB vide letter dated 26.06.2023 for the generation, collection, utilisation, storage and disposal or any other use of hazardous or other waste or both for a period upto 25.06.2028. 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 did not find any violation of the law in the premises of the answering respondent.
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.

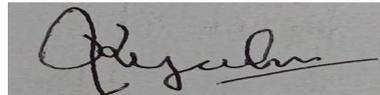
4. That the details of the authorisation have been given at page 24 of the said report, and it is clear that the answering respondent is in full compliance of all governmental norms.

**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 that the present OA be dismissed, with exemplary cost in favour of the answering respondent.

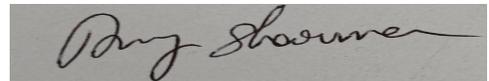


DEPONENT

Through

Date: 8.2.2024

Place: New Delhi



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 8.2.2024.



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, Jitender Kumar Aged about 51 years, S/o Sh. Late  
Chand Yadao proprietor of respondent No. 10.  
Garments, R/o Roha Enterprise B-81 Roop Nagar do hereby  
solemnly affirm and state as under:- Ind. Area Law GZBUP  
Presently at 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.

Jitender Kumar  
DEPONENT

**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 \_\_\_\_\_.

Jitender Kumar  
DEPONENT

Amey Sharma  
D3731/2010  
I identified the deponent who  
has signed in my presence



Solemnly sworn before me read  
over & explained to the deponent  
Admitted to be correct  
[Signature]  
Oath Commissioner, New Delhi

5 FEB 2024

# 661 ANNEXURE R-1



**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

R-10

176013/Uppcb/Ghaziabad(Uppcbro)/CTO/both/GHAZIABAD/2023

Date: 21/02/2023

To,

M/s

**REKHA ENTERPRISES**

B-81, Roop Nagar Industrial Area, Loni, GHAZIABAD, 201102

Application Id- 19571278
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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 **REKHA ENTERPRISES** located at B-81, Roop Nagar Industrial Area, Loni, 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 **REKHA ENTERPRISES** granted for the period from 22/01/2023 to 31/12/2024 and valid for manufacturing of following products.

S No	Product	Quantity	Unit
1	Dyeing and Washing of Jeans	800	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	1.2 KLD	Septic Tank	
Industrial	35 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
-------	-----------	----------

(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
-------	------------	-----------

**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	0.6 TPH Baby Boiler	Bio Briquette/Biomass/PNG	1	Particulate Matter	15 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](http://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 conforms 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](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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Copy to:

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

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## GROUND WATER DEPARTMENT

(Namami Gange & Rural Water Supply Department)

Ministry of Jal Shakti

Government of Uttar Pradesh

Form 8 (C)

[See Rule 8(1)]

### 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: NOC043255

VALID FROM 26/12/2022 TO 25/12/2027

{UIS10(1) of the Uttar Pradesh Ground Water Management and Regulation Act, 2019}

Registration No.: 202211000634

Name of the Owner	JITENDER KUMAR YADAV	Company Name	REKHA ENTERPRISES
Designation पद	PROPRIETOR	कंपनी का नाम	REKHA ENTERPRISES
Company Address कंपनी का पता	B-81, ROOP NAGAR INDUSTRIAL AREA, LONI, GZB	Authorization Letter प्राधिकार पत्र	Download
Address of the Applicant	B-81, Roop Nagar Industrial Area, Loni	Application No.	GZBD1122NIN0543
Date of Submission	19/11/2022	Specimen Signature	
Location Particulars			
District	Ghaziabad	Block	LONI
Plot No./Khasra No.	PLOT NO.- B-81, KHASRA NO.- 208,213ME	Municipality/Corporation	Yes
Ward No./Holding No.			LONI
<b>Particular of the Existing Well and Pumping Device</b>			
Date of Construction/Sinking of the Well	25/05/2019		
Type of Well	Tube Well/Boring	Depth of the Well (In meter)	60.00
Purpose of well	Industrial	Assembly Size(For Tube Well)	
Strainer Position (For Tube Well)			
Type of Pump Used	Submersible	H.P. of the Pump	3.00
Operational Device	Electric Motor	Rate of Withdrawal (m <sup>3</sup> /hr.)	8.00
Date of Energization (In Case of Electric Pump)			27/05/2019
Maximum Allowable Rate of Withdrawal (m <sup>3</sup> /hr.):	8.00	Maximum Allowable Running Hours Per Day:	5.00

Maximum Allowable  
Annual Extraction of  
Ground Water: 12400

Recharge Required 24800.00

- 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.
- Holder of this NOC is hereby directed to assure annual recharge of 24800.00 cubic meter, as specified under the application form within the given time period.

**GENERAL CONDITIONS:**

- Holder of this NOC is hereby directed to fill from 1(A) for registering his/her well within 90 days as mentioned in application form shall only started after registration of his/her NOC.
- In case of any change of ownership of the proposed well, fresh authorization has to be obtained.
- All Users abstracting ground water in excess of 100 m<sup>3</sup>/d shall be required to submit impact assessment report prepared by an accredited consultant from CGWA and National Accreditation Board for Education and Training (NABET). The report should highlight environmental risks and proposed management strategies to overcome any significant environmental issues such as ground water level decline, land subsidence etc. within three months of completion of the same to Ground Water Department Uttar Pradesh. The list of accredited Individuals/ Institutions is available on the official web-portal of CGWA.
- 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 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 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 / 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 m<sup>3</sup>/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)/ PHD Chamber of Commerce & Industries / Laghu Udyog Bharati 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 m<sup>3</sup> /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 m<sup>3</sup> /day. The water from STP shall be utilized for toilet flushing, car washing, gardening etc

Date :26/04/2023

Place:Ghaziabad

**This certificate is electronically generated and does not require digital signature**



# UTTAR PRADESH POLLUTION CONTROL BOARD

TC-12V, Vibhuti Khand, Gomti Nagar, Lucknow-226010

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

Ref. No : 20990/UPPCB/Ghaziabad(UPPCBRO)/HWM/GHAZIABAD/2023

Dated :26/06/2023

To,

M/s REKHA ENTERPRISES

B-81, ROOP NAGAR INDUSTRIAL AREA, LONI, GHAZIABAD, GHAZIABAD, 201102

Tehsil :Bhojpur

District :GHAZIABAD

Sub :- Authorisation issued under the provisions of Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016

1. Number of authorization and date of issue 20990 and 26/06/2023 .
2. Reference of application (No. and date) 21455934 and 01/06/2023 .
3. Mr JITENDER KUMAR YADAV of M/s REKHA ENTERPRISES is hereby granted an

authorization based on the enclosed signed inspection report for generation, collection, utilization, storage and disposal or any other use of hazardous or other wastes or both on the premises situated at B-81, ROOP NAGAR IND. AREA, LONI, GHAZIABAD .

### Details of Authorisation

S No.	Category of Hazardous Waste as per the Schedules I, II and III of these rules	Authorised mode of disposal or recycling or utilization or co-processing, etc.	Quantity(ton/annum)
1	Schedule I, Cat. 5.1 Used or Spent Oil	Through Authorised Recycler/TSDF	0.2 KL/Annum
2	Schedule I, Cat. 35.3 Chemical sludge from waste water treatment	Through TSDF	2 Ton/Annum

1. The authorization shall be valid for a period of 25/06/2028 from the date of issue of this letter
2. The authorization is subject to the following general and specific conditions (please specify any conditions that need to be imposed over and above general conditions, if any) .

### A General Conditions of Authorization -

1. The authorised person shall comply with the provisions of the Environment (Protection) Act, 1986, and the rules made there under .
2. The authorisation or its renewal shall be produced for inspection at the request of an officer authorised by the State Pollution Board .
3. The person authorized shall not rent, lend, sell, transfer or otherwise transport the hazardous and other wastes except what is permitted through this authorization .
4. Any unauthorized change in personnel, equipment or working conditions as mentioned in the application by the person authorized shall constitute a breach of his authorisation .

5. The person authorised shall implement Emergency Response Procedure (ERP) for which this authorisation is being granted considering all site specific possible scenarios such as spillages, leakages, fire etc. and their possible impacts and also carry out mock drill in this regard at regular interval of time .
6. The person authorised shall comply with the provisions outlined in the Central Pollution Control Board guidelines on Implementing Liabilities for Environmental Damages due to Handling and Disposal of Hazardous Waste and penalty .
7. It is the duty of the authorised person to take prior permission of the State Pollution Control Board to close down the facility .
8. The imported hazardous and other wastes shall be fully insured for transit as well as for any accidental occurrence and its clean-up operation .
9. The record of consumption and fate of the imported hazardous and other wastes shall be maintained .
10. The hazardous and other waste which gets generated during recycling or reuse or recovery or pre-processing or utilisation of imported hazardous or other wastes shall be treated and disposed of as per specific conditions of authorisation .
11. The importer or exporter shall bear the cost of Import or export and mitigation of damages if any
12. An application for the renewal of an authorisation shall be made as laid down under these Rules .
13. Any other conditions for compliance as per the Guidelines issued by the Ministry of Environment, Forest and Climate Changes or Central Pollution Control Board from time to time .
14. Annual return shall be filed by June 30th for the period ensuring 31st March of the year .
15. The Unit will file the renewal application at least 2 months prior to the expiry of this Order.

#### **B Specific Conditions of Authorization**

- 1- The unit will submit the proof of depositing the requisite processing fees of application in a month otherwise this authorization will stand automatically cancelled.
- 2- The wastes must be safely collected in leak proof containers and shall be duly marked in a manner suitable for handling, storage and transport and the packaging shall be easily visible and be able to withstand physical conditions and climatic factors. All hazardous waste containers/bags shall be provided with a general label as given in Form 8. The storage area should be at an isolated spot in the premises and must be fenced, covered and duly marked.
- 3- The authorized person/agency shall ensure that no adverse impact on the air, soil and water including groundwater takes place due to activities for which authorization has been requested. Comprehensive safety measures must be followed in handling of wastes and the staff must be properly trained.
- 4- It is brought to your notice that as per the order dated 14.11.2003 passed by the Hon'ble Supreme Court in W.P. (c) 657 of 1995, no industry covered under Hazardous Waste (Management and Handling) Rules, 1989 (as amended) shall be allowed to operate without valid authorisation. It is also provided in the same order that industries which are not complying with the conditions shall not be allowed to operate. Hence in case you fail to apply for authorisation before its expiry or fails to comply with conditions of the earlier authorisation issued to you, closure order shall be issued against your industry without any further notice.
- 5- The applicant must file returns on prescribed Form 4 along with a compliance report of this letter. You should also maintain records on Form-3 and present it to Board's inspecting officials.
- 6- In case of occurrence of an accident, complete details on Form-11 must be sent to U.P. Pollution

- Control Board at the earliest along with details of mitigative and remedial measures taken.
- 7- It is also the mandatory duty of the occupier of industry as well as operator of a facility to develop suitable waste treatment and disposal facility and the design of the facility must be approved by the Board. Details along with the project report must be sent in this regard within fifteen days of receipt of this letter, otherwise the industry shall become member of a common TSDF and the industry shall start sending the Hazardous waste already stored along with the Hazardous waste generated at present at this TSDF. The proof of valid membership of TSDF along with proof of disposal of hazardous waste to TSDF shall be sent to U.P. Pollution Control Board within three months.
- 8- The authorised person shall not receive, collect, or store any hazardous waste from any unauthorised occupier or generator of hazardous wastes. In case any hazardous wastes is sold to any other reprocessing unit it must be ensured that such unit is fully complying with environmental requirements and has a valid authorisation of the Board.
- 9- In no case any hazardous wastes shall be disposed off on land, in any drain or stream. All spillages of hazardous chemicals, used containers of hazardous chemicals such as flammable, corrosive, explosive and toxic nature must be safely collected and stored. Non-compatible wastes must be suitably and safely handled.
- 10- Proposal regarding waste minimization and reuse of wastes must be sent. Details of any recovery/ reuse system must be sent within two months.
- 11- It is within the powers and functions of the U.P. Pollution Control Board to suspend/ cancel the authorization issued under the Rule- 6(2) of The Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016.
- 12- The stored waste shall not be taken out of the storage area except with the written permission of the State Pollution Control Board in this regard.
- 13- You are directed to display online data outside the main factory gate with regards to quantity and nature of hazardous chemicals being handled in the plant including waste water and air emissions and solid hazardous waste generated within the factory premises. Necessary compliance should be sent within fifteen days of receipt of this letter.
- 14- It is the mandatory duty of the authorized person to comply with the guideline for transportation of hazardous waste in accordance with Rule 18 of The Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016. Guidelines in this regard have been issued by Central Pollution Control Board from time to time.
- 15- You are directed to provide the complete details regarding the quantity of hazardous waste stored in the factory premises within a month.
- 16- You are directed to provide all hazardous waste generated in the factory to any TSDF operating in the state for the treatment and disposal and send the compliance report to the U.P. Pollution Control Board at the earliest.
- 17- Status report of hazardous waste stored in premises available storage capacity and future action plan for permanent safe disposal of hazardous waste shall be submitted within one month.
- 18- Ground water monitoring report of premises shall be submitted within one month.
- 19- Industry will follow the various provisions of the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016.

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by VIVEK ROY  
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UTTAR PRADESH POLLUTION CONTROL BOARD

Copy to: To the Regional Officer, U.P. Pollution Control Board, Ghaziabad for information and necessary action .

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by VIVEK ROY  
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CEO/EE, I/C Circle \_\_\_\_\_



## मिशन LIFE - पर्यावरण के लिए जीवन शैली (Lifestyle For Environment) जनसहभागिता का सन्देश

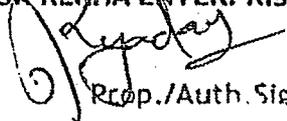


- स्वच्छता - देशमेवा में अपने परिवेश की स्वच्छता हेतु अपना सक्रिय योगदान सुनिश्चित करें
  - मंकल्प लें - एकल उपयोग प्लास्टिक उत्पाद जैसे कप, तश्तरी, चम्मच, स्ट्रॉ, ईयरबड्स आदि का उपयोग न हो एवं पर्यावरण अनुकूल विकल्पों जैसे कागज/पत्तों से बने दोने या कटलरी को प्राथमिकता दी जाय |
  - एकल उपयोग प्लास्टिक उत्पाद के प्रयोग को रोकने एवं प्लास्टिक बैग के बजाय कपड़े के थैले का उपयोग करने मात्र से 375 मिलियन टन टोम (प्लास्टिक) कचरे का उत्सर्जन बचाया जा सकता है
  - चक्रिय अर्थव्यवस्था (सर्कुलर इकोनॉमी) का समुचित कार्यान्वयन वर्ष 2030 तक लगभग 14 लाख करोड़ रुपये की अतिरिक्त वचन उत्पन्न कर सकता है | वेस्ट/अपशिष्ट फेकने के पूर्व मोचें, ये क्रिमी का संसाधन तो नहीं ...?
  - अनुपयोगी इलेक्ट्रिक / इलेक्ट्रॉनिक उत्पाद को कचरे में फेकने से रुकें | इसके उपयुक्त निम्नारण हेतु इसे प्राधिकृत ई-वेस्ट रीसाइकलर को दें | प्राधिकृत ई-रीसाइकिलिंग डकॉर्ड में अनुपयोगी इलेक्ट्रिक / इलेक्ट्रॉनिक उत्पाद को देने मात्र से 0.75 मिलियन टन तक ई-कचरे का पुनर्चक्रण किया जा सकता है एवं ई-कचरे के विषम पर्यावरणीय दुष्प्रभाव से बचा जा सकता है
  - बाहर जाने समय - मोचें कि क्या आपको वास्तव में परिवहन की आवश्यकता है - बह भी क्या व्यक्तिगत रूप से ? छोटी दूरी के लिए पैदल चलना पसंद करें, अथवा सम्भव हो तो कार पूल के रूप में संसाधन को साझा करें अथवा सार्वजनिक परिवहन पर विचार करें
  - घरेलू स्तर पर कम से कम टोस अपशिष्ट का उत्सर्जन करें और इनका प्रथाकीकरण करें
  - उपयोगी शेष खाद्य सामग्री आपके स्वयं प्रयास अथवा निकटस्थ सक्रिय स्वयं सेवी संस्थाओं की सहायता से समाज के वंचित वर्ग तक पहुंचाई जा सकती है | वहीं अनुपयोगी भोजन/खाद्य सामग्री को कंपोस्ट (वर्मी कम्पोस्ट) करने से 15 अरब टन भोजन को नष्ट होने से बचाया जा सकता है
  - ध्यान रखें - उपयुक्त नल और शावर के उपयोग से पानी की खपत को 30 - 40% तक कम किया जा सकता है। एवं उपयोग में न होने पर नलों को बंद रखने मात्र से 9 ट्रिलियन लीटर पानी बचाया जा सकता है
  - ट्रैफिक लाइट/रेलवे क्रॉसिंग पर कार/स्कूटर के इंजन बंद करने मात्र से 22.5 विलियन kWh तक ऊर्जा की बचत हो सकती है
  - परम्परागत बल्ब के स्थान पर CFL का उपयोग बिजली की खपत में प्रभावी कमी लाने हैं | उपयोग में न होने पर बिजली उपकरणों को बंद करें | स्टार रेटेड विद्युत उपकरणों के उपयोग को प्राथमिकता दें
- हमारे द्वारा अपनी जीवन शैली की प्राथमिकताओं का उचित और पर्यावरण अनुकूल पुनर्निर्धारण समाज और पर्यावरण के प्रति हमारा दायित्व है।

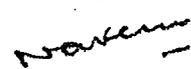


**AGREEMENT**

THIS AGREEMENT made on this 19 April 2023 between **REKHA ENTERPRISES** a Company incorporated under Proprietorship Act, having its registered Office and its Plant located at **B-81, Roop Nagar Industrial Area, Loni, GHAZIABAD, 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 REKHA ENTERPRISES**  
Prop./Auth. Sign.

For Bharat Oil &amp; Waste Management Ltd.

  
Page 1  
Director

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 UP PCB, 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.

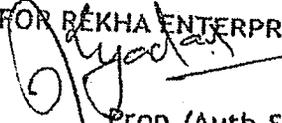
WHEREAS First Part is engaged in **Washing of Garments** and during the said process/ activities different types of wastes including Hazardous Waste are generated as per Annexure to this Agreement.

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 **B-81, Roop Nagar Industrial Area, Loni, GHAZIABAD, 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.

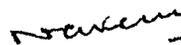
AND WHEREAS First Part has agreed to avail the services of Second Part for treating the Hazardous Wastes, in its above-named facility/facilities.

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 BEKHA ENTERPRISES  
  
 Prop./Auth. Sign.

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

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For Bharat Oil & Waste Management Ltd.

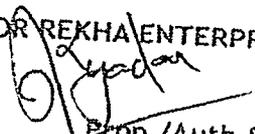
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 Director

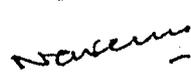
shall be performed by SECOND PARTY as per rate schedule of this agreement and FIRST PARTY agrees to pay the costs incurred in performing the test immediately upon demand.

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 exteriors are soiled by Hazardous Waste spillage due to leakage.
16. In case, for any reason, the SECOND PART's Vehicle is sent back without giving the Hazardous Waste even after being requisitioned by FIRST PART, FIRST PART will have to pay actual transport charges to SECOND PART, for a minimum load of 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 REKHA ENTERPRISES

  
Prop./Auth. Sign.

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 REKHA ENTERPRISES

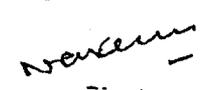
  
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For Bharat Oil & Waste Management Ltd.

  
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 REKHA ENTERPRISES  


For Bharat Oil & Waste Management Ltd. Page 6  


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. 1760/13... Dated 23/01/22 valid till 31/12/24 (copy attached), and has valid unexpired Consent to Operate under Air/Water Act No. .... Dated.....valid till.....(copy attached). The actual operation of collection/ Transportation/Storage/Treatment/Disposal of Hazardous Waste 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 19 April 2023 at New Delhi.

For REKHA ENTERPRISES

FOR REKHA ENTERPRISES

Prop./Auth. Sign.

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: 9811169879)

SANJIV KUMAR

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

2. Name & Designation

(Mobile: 9312834309)

Sanjeev Agarwal.

2. Sanjeev Pal (ASM) 7428737555

(Name and Address)

Sanjeev.pal@bharatoil.com

Jitendra Kumar Yadav  
GST No. NOT Registered  
PAN No. AAW P42796D  
Phone. 9818404934  
Email. diamondproductsgzb@gmail.com  
MSME:- UJ-29A0024521

### ANNEXURE - A

#### Waste Management & Handling Service Charge

This annexure is in conjunction with agreement signed between **REKHA ENTERPRISES** and Bharat Oil & Waste Management Ltd on date 19 April 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 Rules or E-	Quantity/Annum (Specify Kg, Liter,	Second Part Rates

FOR REKHA ENTERPRISES

*[Signature]*

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For Bharat Oil & Waste Management Ltd.

*[Signature]*

		Waste Rules	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 dru

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 rated 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	100Kg	Rs. 20.00 per Kg (Rupees Twenty per kg only)
2	Sharp tools		2Kg	Rs. 20.00 per Kg (Rupees Twenty per kg only)
3	Empty Containers	33.1	20Kg	Rs. 10.00 per Kg (Rupees Ten per kg only)
4	Filters	3.3	5 NOS	Rs. 45.00 per Piece (Rupees Forty Five per PIECE only)
6	E-Waste		20Kg	Rs. 22.00 per Kg (Rupees Twenty Two per kg only)
7	ETP Sludge	35.3	1000kg	Rs.10.00 per kg (Rupees Ten Per kg Only)
8	Transport			As Per Actual

➤ Quoted Rates are exclusive of all taxes;

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

02 TERMS & CONDITIONS:

FOR REKHA ENTERPRISES

Prop./Auth.Sign.

For Bharat Oil & Waste Management Ltd.

Director

Page 9

Additional MoeF Post-Closure Monitoring / Escrow Fund Charge

- 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/m<sup>3</sup> density. If density is lower than 1.1 MT/m<sup>3</sup>, the transport cost will be increased on pro-rata basis as the lighter waste material occupies more volume.
- 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).

FOR REKHA ENTERPRISES

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For Bharat Oil & Waste Management Ltd.

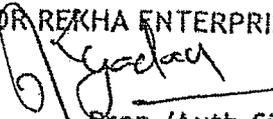
Director

Page 10

- 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.
- 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.

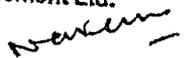
For REKHA ENTERPRISES

FOR REKHA ENTERPRISES

  
Prop./Auth. Sign.

(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 14 April 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 **REKHA ENTERPRISES**

FOR REKHA ENTERPRISES

(First Part)

Prop./Auth. Sign.

For Bharat Oil & Waste Management Ltd &

Bharat Oil Company (India) Recd.  
Bharat Oil & Waste Management Ltd.

(Second Part)

Director



# BHARAT OIL & WASTE MANAGEMENT LTD.

(BOWML)

www.bharatoil.com

Passionately Protecting Mother-Nature Since 1978

Petroleum/Used/Waste Oil Refining, Common, Hazardous, Municipal, Plastic & E-Waste Management Facilities,  
Wholesale of Lubricating Oils; Laboratory Testing (Air, Soil, Water, Material),  
Enterprise Waste Tracking & Management Software (WTS®)

## MEMBERSHIP CERTIFICATE

M / s. Rekha Enterprises

B-81, Roop Nagar Industrial Area, Loni Ghaziabad-201102, UP

is a registered member of our facility



BOWML/K/5129/23

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/5129/23

Expiry Date : April 18, 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: 2023-04-24 11:04:14
sales@bharatoil.com	IP: 49.36.178.142
	ID: fLmWsv3b9PEvwQNddFhDaQ==
	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: 2023-04-24 11:13:37
sales@bharatoil.com	IP: 49.36.178.142
	ID: sKALj9UhdvCKUfoZqUqEQ==
	Click here to E-verify

Authorized Signatory



\*Membership is subject to the terms & conditions of agreement & may be terminated by BOWML. up on non-payment of dues / payment.

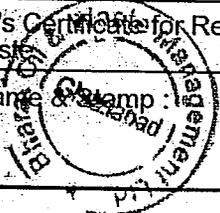
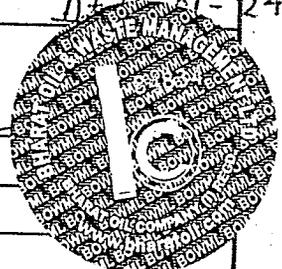


FORM 10  
[See rule 19 (1)]

Copy for SPCB

MANIFEST FOR HAZARDOUS AND OTHER WASTE S.No.: 84081

1 Occupier's Name & Mailing Address (including Phone No. and email)	Rukha Enterprises B-81 Roop Nagar Ind. Area Loni 623				
2 Sender's Authorization No.					
3 Manifest Document No.	Challan No				
4 Transporter's Name & Address (including Phone No. and email)	Bowml D.H. 21-24				
5 Type of Vehicle	Bowml (Truck / Tanker / Special Vehicle)				
6 Transporter's Registration	Bowml				
7 Vehicle Registration No.	UPI4FT 6943				
8 Receiver's Name & Mailing Address <input type="radio"/> (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	PET Sludge				
11 Total Quantity No. of Containers	802kg m <sup>3</sup> 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 REKHA ENTERPRISES	Signature :	Month	Day	Year	
		01	11	2024	
15 Transporter Acknowledgement of Receipt of Waste	Month			Day	Year
Typed Name & Stamp :	Signature :	01	11	2024	
16 Receiver's Certificate for Receipt of Hazardous and other Wastes	Month			Day	Year
Typed Name & Stamp :	Signature :	01	11	2024	



# Rekha Enterprises

B-81, Roop Nagar Industrial Area, Loni, Ghaziabad U.P. -201102

Ph: - 9818404934

DATE: 7/01/2024

We are Sourcing ETP Sludge 202 Kg  
 Bharat oil & Waste Management Ltd  
 E.18. site 4 Sahibabad Indus Area Ghaziabad  
 UP

Vahical No UPI4FT6943

No Commercial Value

REKHA ENTERPRISES

*[Signature]*

Cash 15837 Received

# M/S REKHA ENTERPRISES

मेसर्स

B-81, ROOPNAGAR IND. AREA, LONI

DISTT. GHAZIABAD, जनपद - गा. बाद

1. HAZARDOUS WASTE AUTHORIZATION No. .... DATED .....

प्रधिकार पत्र संख्या दिनांक

2. VALIDITY DATE

वैधता तिथि

3. AIR CONSENT NO., DATE & VALIDITY

वायु सहमति संख्या, दिनांक एवं वैधता

4. WATER CONSENT No., DATE & VALIDITY

जल सहमति संख्या, तिथि एवं वैधता

5. QUANTITY OF HAZARDOUS CHEMICAL STORED

अपराहित परिसकटमय रसायनों की मात्रा

6. TYPE OF HAZARDOUS WASTE GENERATED IN INDUSTRY:

उद्योग में जनित परिसकटमय अपशिष्ट के प्रकार

7. DETAIL ABOUT HAZARDOUS WASTE STORED

APPROX. TON AS ON .....

अपराहित परिसकटमय अपशिष्ट का विवरण

8. STORAGE FACILITY OF HAZARDOUS WASTE

परिसकटमय अपशिष्ट के भण्डारण सुविधा

9. QUALITY & QUANTITY OF WASTEWATER

INDUSTRIAL ..... KLD : औद्योगिक ..... किलो लि. दिन

अपशिष्ट जल की गुणवत्ता और मात्रा

DOMESTIC - KLD

घरेलू ..... किलो लि. दिन

10. DETAIL ABOUT AIR EMISSION

वायु उत्सर्जन का विवरण

(1) STACK ATTACHED TO  
चिमनी के साथ जुड़ा हुआ

STACK HEIGHT ..... METER

चिमनी की ऊंचाई ..... मीटर

STACK DIAMETER ..... mm

चिमनी की व्यास ..... मी.मी.

PARTICULATE MATTER

पार्टिकुलेट मैटर

SULPHUR DI OXIDE

सल्फर डाइ ऑक्साइड

OXIDE OF NITROGEN

नाइट्रोजन के ऑक्साइड

AIR POLLUTION CONTROL SYSTEM

वायु प्रदूषण नियंत्रण संयंत्र

(mg/Nm<sup>3</sup>)

(mg/Nm<sup>3</sup>)

(mg/Nm<sup>3</sup>)

(MANAGER)