

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
ORIGINAL APPLICATION NO. 277 OF 2022**

IN THE MATTER OF:

LIYAKAT ALI & ORSAPPLICANTS

VERSUS

STATE OF UTTAR PRADESH & ORSRESPONDENTS

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Dated: 20.10.2022

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**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
ORIGINAL APPLICATION NO. 277 OF 2022**

IN THE MATTER OF:

LIYAKAT ALI & ORSAPPLICANTS

VERSUS

STATE OF UTTAR PRADESH & ORS.RESPONDENTS

**REPLY ON BEHALF OF RESPONDENT /SHREE
SIDHBALI PAPER MILLS LIMITED WITH SUPPORTING
AFFIDAVIT**

MOST RESPECTFULLY SHOWETH:

1. That the present Reply is being filed on behalf of Shree Sidhballi Paper Mills Limited, through its Manager (Environment) Mr. Pradeep Sharma, who is the duly authorized signatory of the Company and is competent to swear the Affidavit on its behalf.
2. That the present Reply is being filed in compliance of order dated 21.07.2022 passed by this Hon'ble Tribunal, pursuant to notice being received by the Answering Respondent of the pendency of the present proceedings. Vide its order dated 21.07.2022, this Hon'ble Tribunal

has taken note of a letter having been sent by some inhabitants of Village Dhandeda, Tehsil and District Muzaffarnagar, Uttar Pradesh, including the lead Applicant Mr. Liyakat Ali, wherein the inhabitants of the village have raised concerns regarding the discharge of effluents from inter-alia the industrial premises of the Answering Respondent into the drain abutting the agricultural land of the inhabitants of the village. The inhabitants of the village have also complained about the blockage of the drain due to the negligence on the part of contractors of the government departments, leading to flow of the discharged effluent into their land, resulting in damage to their wheat and sugarcane crops.

3. That taking note of the grievances addressed by the inhabitants of the village in their letter, this Hon'ble Tribunal, vide its order dated 28.04.2022, constituted a Joint Committee comprising of representatives from the Uttar Pradesh Pollution Control Board [UPPCB] and the District Magistrate, Muzaffarnagar to submit a factual

and action taken report in the matter. This Hon'ble Tribunal specifically directed the Joint Committee to undertake site visits of the area, look into the grievances of the Applicants [inhabitants of the village] and take requisite action.

4. That in compliance of order dated 28.04.2022 passed by this Hon'ble Tribunal, the Joint Committee, comprising of City Magistrate, Muzaffarnagar, Regional Officer, UPPCB, Muzaffarnagar, Assistant Environment Engineers, UPPCB, Muzaffarnagar, undertook site visits of the industries in the concerned area, including the industrial premises of the Answering Respondent, and collected samples from the final outlet point of the Effluent Treatment Plant at each industrial premises, from where the discharge of the treated effluent takes place into the Dhandhera drain, which is the drain in question.
5. That a perusal of the Joint Committee report dated 18.07.2022, as obtained from the official website of this

Hon'ble Tribunal, clearly reveals that at the time of inspection, the ETP at the industrial premises of the Answering Respondent was found operational and all the parameters, qua the sample in respect of the industrial premises of the Answering Respondent [Test Report annexed as Annexure-6 to the Joint Committee Report], were found to be within the stipulated norms.

6. That it has also been noted in the Joint Committee Report that at the end point of the ETP at the industrial premises of the Answering Respondent, the Online Continuous Effluent Monitoring System [OCEMS] is installed, which is connected with both the Central Pollution Control Board [CPCB] server at Delhi as well as the UPPCB server at Lucknow and that during the time of inspection, all the parameters displayed on the screen were found to be within the prescribed norms. It is respectfully submitted that OCEMS ensures round the clock monitoring of the effluent discharge and air emission done from the industrial premises of the Answering Respondent and a

perusal of the data from the OCEMS, available with the CPCB and the UPPCB, shall substantiate the fact that the industrial unit of the Answering Respondent is compliant in all respects and the effluent discharge from it is taking place well within the prescribed norms, thus posing no threat to the environment in general and the agricultural fields of the inhabitants of the nearby village in particular.

7. That it has also been noted in the conclusions of the Joint Committee Report dated 18.07.2022 that all the industrial units in the area were found complying with the provisions of the Water (Prevention and Control of Pollution) Act, 1974 and the Air (Prevention and Control of Pollution) Act, 1981. It has also been noted in the conclusion that due to the overflow of the Dhandhera drain, resulting in the treated effluent entering the agricultural fields of the villagers and causing some damage to their agricultural crops, loss to the tune of Rs. 2,21,250/- was caused to the villagers [as computed by the Revenue Department, Muzaffarnagar], which has

been duly paid to them. Further, additional compensation towards removal of sludge from the agricultural land of Mr. Liyakat Ali and Mr. Hashim Ali, amounting to Rs. 49,000/- has also been paid to them.

8. That despite the industries in the area not being responsible for the maintenance and upkeep of the Dhandhera drain, which merges into River Kali via the Begrajpur drain and the maintenance of which is the responsibility of the concerned government department, and them not being at any fault for the overflow from the drain, as a goodwill gesture towards the local populace of the area, the industries came together to make contributions for the payment of the aforesaid compensation to the villagers.
9. That it is evident from the conclusions drawn in the Joint Committee Report dated 18.07.2022 that the Joint Committee had an interaction with Mr. Liyakat Ali and other villagers, and they were assured that the villagers

have been compensated for the losses suffered by them due to the overflow of the drain. The villagers also stressed that they have no remaining grievance against either the industries or the contractor/ government department. An Affidavit was also submitted by Mr. Liyakat Ali, the lead Applicant in the present matter, which is annexed as Annexure-15 to the Joint Committee Report, affirming the above.

10. That taking into account all the facts and circumstances, a categorical recommendation has been made in the Joint Committee Report dated 18.07.2022 that the Irrigation Department shall ensure de-silting of the Dhandehra drain from time to time so that another instance of overflowing from the drain does not take place.
11. That in its order dated 21.07.2022, this Hon'ble Tribunal took note of the contents of the Joint Committee Report and raised certain questions regarding the waste

generated at each industrial unit in the area and the mode of disposal of such waste. This Hon'ble Tribunal also observed in its order that the details pertaining to the various consents and permissions, granted in favour of each industrial unit, and the extent of their compliance, have not been given. For this purpose, this Hon'ble Tribunal directed the Joint Committee to undertake further visits to the industries in the area and look into all relevant aspects, obtain copies of the consent documents, verify the factual position, including compliance with the consent conditions and environmental norms, and submit another report to this Hon'ble Tribunal. Vide the same order dated 21.07.2022, this Hon'ble Tribunal also issued notice to all the industries in the area, including the Answering Respondent.

12. That the Joint Committee Report, which was to be submitted before this Hon'ble Tribunal in compliance of

order dated 21.07.2022, is yet to be uploaded on the official website of this Hon'ble Tribunal, which leads the Answering Respondent to believe that the same is yet to be filed. The Answering Respondent craves the leave of this Hon'ble Tribunal to file an additional response to the contents of the report which may be submitted by the Joint Committee in the future but by way of the present Reply, the Answering Respondent seeks to endeavour to demonstrate to this Hon'ble Tribunal as to how the Answering Respondent is operating fully in compliance of all the environmental norms, after having obtained all the requisite permissions, consents and clearances from the concerned regulatory agencies.

13. That it is submitted that the Answering Respondent is a company, which has been a reputed presence in the industrial circles since the last several years and prides itself on practicing the highest standards of professional and business ethics in pursuing its commercial interests.

It is earnestly submitted that the Answering Respondent is not indulging in any pollution of any kind and has always offered full co-operation to the statutory authorities and has been extremely vigilant in ensuring that all environmental and statutory norms and regulations are complied with. The company has got all the statutory clearances from the regulatory authorities and considers compliance of the same as part of responsibly conducting its mercantile interests with the highest standards of probity and ethics. The industrial unit of the Answering Respondent has employed all the necessary safeguards in the form of installing modern machinery and adopting environment friendly means to ensure that no pollution of any kind is caused by the industry. The Answering Respondent also ensures at all times that no untreated effluents are discharged from its premises.

14. That the Answering Respondent believes in pursuing its commercial interests in a responsible manner and is willing to participate in any process that is undertaken for the safeguarding, protection, preservation and improvement of the surrounding environment in the industrial area, where the unit of the Answering Respondent is situated.
15. That the Answering Respondent has been operating at all times with a valid consent from the UPPCB under the provisions of the Water (Prevention and Control of Pollution) Act, 1974 and the Air (Prevention and Control of Pollution) Act, 1981. The current consents, granted by the UPPCB to the Answering Respondent under the above named statutes, are valid till 31.12.2024.

Copy of the consent under Section 25/26 of the Water (Prevention and Control of Pollution) Act, 1974, granted to the Answering Respondent by UPPCB, is annexed and marked as **Annexure-1**.

Copy of the consent under Section 21/22 of the Air (Prevention and Control of Pollution) Act, 1981, granted to the Answering Respondent by UPPCB, is annexed and marked as **Annexure-2**.

16. That the Answering Respondent has also obtained the Authorization under the provisions of Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 from the UPPCB, which is valid till 16.08.2027.

Copy of the Authorization dated 17.08.2022, issued by the UPPCB in favour of the Answering Respondent, under the provisions of the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016, is annexed and marked as **Annexure-3**.

17. That the used oil, contaminated cotton rags or other cleaning materials, empty barrels/containers/liners, which may be contaminated with hazardous chemical

waste, are disposed of by the Answering Respondent through the Treatment, Storage and Disposal Facility [TSDF] of Bharat Oil and Waste Management Limited, which is licensed by the Ministry of Petroleum and Natural Gas, Government of India, CPCB, UPPCB and is also registered with the Ministry of Environment, Forest and Climate Change, Government of India.

Copies of the recent Form 10, issued in respect of collection of hazardous waste from the unit of the Answering Respondent, is annexed and marked as **Annexure-4 [Colly]**.

18. That the Plastic Waste generated at the industrial unit of the Answering Respondent is presently being sent to the Aditya Cement Works, Chittorgarh, owned by UltraTech Cement, with the waste being collected from the industrial unit of the Answering Respondent by Ultra Tech Cement.

Copy of the Co-Processing Agreement between the Answering Respondent and UltraTech Cement Limited, along with a recent Certificate of material received for co-processing, issued by UltraTech Cement in favour of the Answering Respondent, is annexed and marked as **Annexure-5 [Colly]**.

19. That the fly ash, produced at the industrial unit of the Answering Respondent as a result of the manufacturing process, is disposed of by means of land filling through an independent contractor, Mr. Mahak Singh. It has been made clear to the contractor by the Answering Respondent that proper precautions with respect to layering and covering the disposal area with a layer of soil are to be taken so as to ensure prevention of erosion. The contractor has also been asked to ensure that transportation of fly ash takes place in tractor trollies and all necessary precautions, including covering of ash with

tarpaulin to prevent fugitive emission, are taken during the transportation.

Copy of Agreement between the Answering Respondent and Mr. Mahak Singh for lifting and disposal of ash is annexed and marked as **Annexure-6.**

20. That the Answering Respondent has also got the No Objection Certificates from the Uttar Pradesh Ground Water Department [UPGWD], in respect of its three borewells, which are valid till 06.10.2026. All conditions of the NOC, including recharge, installation of piezometers, flow meters etc. are being fulfilled by the industrial unit of the Answering Respondent.

Copies of the No Objection Certificates, issued by the UPGWD in favour of the Answering Respondent, are annexed and marked as **Annexure-7 (Colly).**

21. That it is respectfully submitted that compliance of all conditions, related to the various consents, certificates

and permissions granted to the industrial unit of the Answering Respondent, is ensured by the Answering Respondent with great diligence and all documentation related to the same was produced before the Joint Committee, at the time the inspection of the industrial unit of the Answering Respondent was done by the Joint Committee, in compliance of the order dated 21.07.2022 passed by this Hon'ble Tribunal. In case it is so directed, the Answering Respondent shall be willing to place the relevant documentation before this Hon'ble Tribunal as well.

22. That it is manifestly clear from the above submissions that the industrial unit of the Answering Respondent is fully compliant and has all the requisite permissions and clearances, which are required for its operations. The Answering Respondent is also a stakeholder in the preservation of environment and adopts all measures so as to ensure that no pollution is caused due to its

operation. The cause of action in the present Letter Petition pertains to overflowing of the Dhandhera drain, due to which some damage was caused to the crops in the nearby agricultural fields of the villagers and the Answering Respondent cannot be faulted in any manner for the said occurrence, as the Answering Respondent ensures at all times that only treated effluent, conforming to the stipulated norms, is discharged into the drain and the Answering Respondent is not responsible in any manner for the maintenance and upkeep of the drain, which is under the duty sphere of the concerned government agencies.

23. That moreover, considering that the villagers were also not at fault for the overflow in the drain and damage to their crops, as a goodwill gesture, the Answering Respondent, along with the other industrial units, made voluntary contributions to compensate the villagers for their losses.

24. That it is relevant to mention that the discharge into the Dhandhera drain is also made by the local villagers and some other units functioning in the nearby area. It is undertaken by the Answering Respondent that in case some suggestions are made or directions are passed by this Hon'ble Tribunal in respect of the maintenance and upkeep of the Dhandhera drain, then the Answering Respondent shall be willing to offer full co-operation to the statutory authorities in that endeavour.

25. That in such circumstances, it is respectfully prayed that the present Original Application may kindly be disposed of, qua the Answering Respondent.

FILED BY:

Utkarsh Sharma

[UTKARSH SHARMA]

Counsel for Respondent/Shree Sidhballi Paper Mills Limited

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Supreme Court, New Delhi-110001

Mob:+91-9312061203

Dated: 20.10.2022

E-mail: utkarsh.sharma7@gmail.com

U.P. Pollution Control Board

CONSENT ORDER

ANNEXURE-1

Ref No. -
66716/UPCB/Muzaffarnagar(UPPCBRO)/CTO/
water/MUZAFFARNAGAR/2019

Dated : 30/12/2019

To ,

Shri RAGHURAJ GARG
M/s SHREE SIDHIBALI PAPER MILLS LIMITED
911 KM BIROPA ROAD MUZAFFARNAGAR, DISTT- MUZAFFARNAGAR
(UP) MUZAFFARNAGAR, 251001
MUZAFFARNAGAR

Sub : Consent under Section 25/26 of The Water (Prevention and control of Pollution) Act, 1974 (as amended) for discharge of effluent to M/s. SHREE SIDHIBALI PAPER MILLS LIMITED

Reference Application No :6007310

Dated :30/12/2019

1. For disposal of effluent into water body or drain or land under The Water (Prevention and control of Pollution) Act, 1974 as amended (here in after referred as the act) M/s. SHREE SIDHIBALI PAPER MILLS LIMITED is hereby authorized by the board for discharge of their industrial effluent generated through ETP for irrigation/river through drain and disposal of domestic effluent through septic tank/soak pit subject to general and special conditions mentioned in the annexure .In reference to their foresaid application .
 2. This consent is valid for the period from 01/01/2020 to 31/12/2024 .
 3. In spite of the conditions and provisions mentioned in this consent order UP Pollution Control Board reserves its right and powers to reconsider/amend any or all conditions under section 27(2) of the Water (Prevention and Control of Pollution) Act, 1974 as amended .
- This consent is being issued with the permission of competent authority .

Nishi Digitally signed
Kumar by Nishi Kumar
Chauhan
Date: 2019.12.30
11:45:15 +05'30

For and on behalf of U.P. Pollution Control Board

CEO

C-3.

Enclosed : As above
(condition of consent):

Copy to Regional Officer, U.P. Pollution Control Board, Muzaffarnagar

Nishi Digitally signed
Kumar by Nishi Kumar
Chauhan
Date: 2019.12.30
11:45:15 +05'30

CEO

C-3.

TRUE COPY

U.P. POLLUTION CONTROL BOARD, LUCKNOW

Annexure to Consent issued to M/s.SHREE SIDHBALI PAPER MILLS LIMITED vide

Consent Order No. 6007310/ Water

Dated : 30/12/2019

CONDITIONS OF CONSENT

1. This consent is valid for the approved production capacity of Kraft Paper- 250 MTD using Waste Paper as main raw material.
2. 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.
3. The quantity of maximum daily effluent discharge should not be more than the following :

Effluent Discharge Details			
S.No	Kind of Effluent	Maximum daily discharge, KL/day	Treatment facility and discharge point
1	Domestic	3 KLD	Septic Tank
2	Industrial	1400 KLD	ETP

4. Arrangement should be made for collection of water used in process and domestic effluent separately in closed water supply system. The treated domestic and industrial effluent if discharged outside the premises, if meets at the end of final discharge point, arrangement should be made for measurement of effluent and for collecting its sample. Except the effluent informed in the application for consent no other effluent should enter in the said arrangements for collection of effluent. It should also be ensured that domestic effluent should not be discharged in storm water drain .
- 4(a) The domestic effluent should be treated in treatment plant so that the should be in conformity with the following norms dated treated effluent .

Domestic Effluent		
S.No	Parameter	Standard
1	Quantity of Discharge	3 KLD

- 4(b) The industrial effluent should be treated in treatment plant so that the treated effluent should be in conformity with the following norms. .

Industrial Effluent		
S.No	Parameter	Standard
1	Total Suspended Solids	As per Norms
2	BOD	As per Norms
3	COD	As per Norms
4	Oil & Grease	As per Norms
5	Quantity of Discharge	1400 KLD

5. Effluent generated in all the processes, bleed water, cooling effluent and the effluent generated from washing of floor and equipments etc should be treated before its disposal with treated industrial effluent so that it should be according to the norms prescribed under The Environment (Protection) Act,1986 or otherwise mandatory .
6. The method for collecting industrial and domestic effluent and its analysis should be as per legal Indian standards and its subsequent amendments/standards prescribed under The Environment (Protection) Act, 1986.
7. The industry will have to ensure compliance of the permission from the CGWA before ground water extraction and it will be the responsibility of the industry to comply with the various conditions of the permission taken.
8. The industry shall submit Environmental Statement in prescribed form V rule no.14 of E.P Rules 1986

- 9. 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 all other applicable rules notified under E.P. Act 1986
- 10. Minimum 33% of the land on which unit is established will be covered and properly maintained 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.
- 11. The industry will ensure the continuous and uninterrupted data supply from the OCEEMS to the CPCB and SPCB.
- 12. Flow meter to be installed in all water abstraction points and usage of fresh water to be minimized. The unit will ensure facility to transmit data to CPCB server and submit a regular calibration certificate of Electro Magnetic Flow meter to the Board.
- 13. If closure order is issued by CPCB or UPPCB against the unit, then CTO issued earlier will remain suspended during the closure period and after ensuring the compliance and after revocation of closure order, the CTO will automatically be effective with additional conditions mentioned in the closure revocation order.
- 14. Industry shall abide by the directions given by Hon'ble Court, Central Pollution Control Board and UPPCB for protection and safe guard of environment from time to time.

Specific Conditions:

- 1-The unit shall maintain strict supervision on fluctuations in operating parameters with respect to each treatment unit of the Effluent treatment plant
- 2-In compliance of the Central Pollution Control Board letter no. F. No. B-190193/WQM-II CPCB/P&P/ 14212 dated 08/12/2017, the industry will follow the Effluent discharge standards as notified under the Environment (Protection) Rules, 1986 and only the treated effluent meeting the effluent discharge norms notified under the Environment (Protection) Rules, 1986 is allowed to discharge.
- 3-The unit will not use agro based raw materials in the production process.
- 4-The industry will ensure the continuous and uninterrupted data supply from the OCEEMS to the SPCB and CPCB server.
- 5-Flow meter to be installed in all water abstraction points and usage of fresh water to be minimized
- 6-The unit shall ensure deployment of qualified manpower to step up self monitoring mechanism on 24 x 7 basis.
- 7-The industry will have to ensure permission from the CGWA for ground water extraction and it will be the responsibility of the industry to comply with the various conditions of the permission taken.
- 8-If the CPCB or UPPCB issues the Closure order against the industry this consent order stands automatically suspended for that period.
- 9-Industry shall submit Environmental Statement in prescribed form V as per rule no.14 of E.P. Rules 1986.
- 10-Unit must ensure strict time bound compliance of suggestion / recommendation of "Charter for Water Recycling & Pollution Prevention in Pulp & Paper Industries" formulated by CPCB
- 11-Industry shall install at sufficient height from the ground level Open to Network HD PTZ Camera at the inlet, Aeration Tank, Secondary Clarifier and outlet of Effluent Treatment Plant for On Line Monitoring and its URL and password shall be provided to the UPPCB Control room.
- 12-This consent is valid only for products and quantity mentioned above. Industry shall obtain prior approval before making any modification in product/process. Plant machinery failing which consent would be deemed void.
- 13-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 safe guard of environment from time to time.
- 14-Industry shall submit quarterly monitoring reports of treated effluent from a certified / approved laboratory under E.P. Act 1986.
- 15-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 all other applicable rules notified under E.P. Act 1986
- 16-The unit shall submit the audited balance sheet for the current year
- 17-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

- 9. 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 all other applicable rules notified under E.P. Act 1986.
- 10. Minimum 33% of the land on which unit is established will be covered and properly maintained 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.
- 11. The industry will ensure the continuous and uninterrupted data supply from the OCEEMS to the CPCB and SPCB.
- 12. Flow meter to be installed in all water abstraction points and usage of fresh water to be minimized. The unit will ensure facility to transmit data to CPCB server and submit a regular calibration certificate of Electro Magnetic Flow meter to the Board.
- 13. If closure order is issued by CPCB or UPPCB against the unit, then CTO issued earlier will remain suspended during the closure period and after ensuring the compliance and after revocation of closure order, the CTO will automatically be effective with additional conditions mentioned in the closure revocation order.
- 14. Industry shall abide by the directions given by Hon'ble Court, Central Pollution Control Board and UPPCB for protection and safe guard of environment from time to time.

Specific Conditions:

- 1-The unit shall maintain strict supervision on fluctuations in operating parameters with respect to each treatment unit of the Effluent treatment plant.
- 2-In compliance of the Central Pollution Control Board letter no. F. No. B-190193/WQM-II CPCB/P&P/ 14212 dated 08/12/2017, the industry will follow the Effluent discharge standards as notified under the Environment (Protection) Rules, 1986 and only the treated effluent meeting the effluent discharge norms notified under the Environment (Protection) Rules, 1986 is allowed to discharge.
- 3-The unit will not use agro based raw materials in the production process.
- 4-The industry will ensure the continuous and uninterrupted data supply from the OCEEMS to the SPCB and CPCB server.
- 5-Flow meter to be installed in all water abstraction points and usage of fresh water to be minimized.
- 6-The unit shall ensure deployment of qualified manpower to step up self monitoring mechanism on 24 x 7 basis.
- 7-The industry will have to ensure permission from the CGWA for ground water extraction and it will be the responsibility of the industry to comply with the various conditions of the permission taken.
- 8-If the CPCB or UPPCB issues the Closure order against the industry this consent order stands automatically suspended for that period.
- 9-Industry shall submit Environmental Statement in prescribed form V as per rule no.14 of E.P Rules 1986.
- 10-Unit must ensure strict time bound compliance of suggestion / recommendation of "Charter for Water Recycling & Pollution Prevention in Pulp & Paper Industries" formulated by CPCB.
- 11-Industry shall install at sufficient height from the ground level Open to Network HD PTZ Camera at the inlet, Aeration Tank, Secondary Clarifier and outlet of Effluent Treatment Plant for On Line Monitoring and its URL and password shall be provided to the UPPCB Control room.
- 12-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.
- 13-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 safe guard of environment from time to time.
- 14-Industry shall submit quarterly monitoring reports of treated effluent from a certified / approved laboratory under E.P. Act 1986.
- 15-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 all other applicable rules notified under E.P. Act 1986.
- 16-The unit shall submit the audited balance sheet for the current year
- 17-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.



U.P. Pollution Control Board

CONSENT ORDER

ANNEXURE-2

Ref No. -
66739/UPPCB/MuzaffarNagar(UPPCBRO)/CTO/air/MUZAFFARNA
GAR/2019

Dated : 30/12/2019

To ,

Shri RAGHURAJ GARG
M/s SHREE SIDHBALI PAPER MILLS LIMITED
9TH KM BHOPA ROAD MUZAFFARNAGAR, DISTT- MUZAFFARNAGAR
(UP),MUZAFFAR NAGAR,251001
MUZAFFARNAGAR

Sub : Consent under section 21/22 of the Air (Prevention and control of Pollution) Act, 1981 (as amended)
to M/s. SHREE SIDHBALI PAPER MILLS LIMITED

Reference Application No. 6009591

Dated : 30/12/2019

1. With reference to the application for consent for emission of air pollutants from the plant of M/s SHREE SIDHBALI PAPER MILLS LIMITED, under Air Act 1981. It is being authorised for said emissions, as per the standards, in environment, by the Board as per enclosed conditions .
 2. This consent is valid for the period from 01/01/2020 to 31/12/2024 .
 3. In spite of the conditions and provisions mentioned in this consent order UP Pollution Control Board reserves its right and powers to reconsider/amend any or all conditions under section 21 (6) of the Air (Prevention and Control of Pollution) Act, 1981 as amended.
- This consent is being issued with the permission of competent authority .

Nishi Kumar
Chauhan
Digitally signed
by Nishi Kumar
Chauhan
Date: 2019.12.30
11:49:17 +0530'

For and on behalf of U.P. Pollution Control Board

CEO
C-3.

Enclosed : As above
(condition of consent):

Copy to: Regional Officer, U.P. Pollution Control Board, Muzaffarnagar.

Nishi Kumar
Chauhan
Digitally signed
by Nishi Kumar
Chauhan
Date: 2019.12.30
11:49:36 +0530'
CEO
C-3.



TRUE COPY

U.P. Pollution Control Board

Dated : 30/12/2019

CONDITIONS OF CONSENT

1. This consent is valid only for the approved production capacity of Kraft Paper- 250 MTD using Waste Paper as main raw material.
2. 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.
- 3(a). The maximum rate of emission of flue gas should not be more than the emission norms for the stacks.
- 3(b). Air Pollution Source Details.

Air Pollution Source Details					
S.No	Air Pollution Source	Type of Fuel	Stack No.	Parameters	Height
1	25 TPH Boiler	Coal, Fire Wood and Biomass	1	Particulate Matter	40 Meter From Ground Level

- 3(c). The emissions by various stacks into the environment should be as per the norms of the Board .

Emission Quality Details Detail			
S.No	Stack No	Parameter	Standard
1	1	Particulate Matter	As per Norms

4. The industry should be operated in such a manner that it does not adversely affect the environment and the solid waste generated such as ash etc. is disposed in eco friendly manner .
5. Any source of emission other than that mentioned in the Air consent seeking application will not be permitted by the Board .
6. 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.
7. The industry shall submit Environmental Statement in prescribed format as per rule no.14 as per E.P Rules 1986 .
8. 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 safe guard of environment from time to time .
9. Industry shall submit monthly monitoring reports of all stacks and ambient air quality from a certified / approved laboratory under E.P. Act 1986 .
10. 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 all other applicable rules notified under E.P. Act 1986.
11. The industry will ensure the continuous and uninterrupted data supply from the OCEEMS to the CPCB and SPCB .
12. The unit shall submit audited balance sheet for the current year and the details of fees deposited during last three years within a month failing which consent would be deemed void.
13. The use of Pet coke and Furnace oil as a fuel in the factory is restricted in compliance of the Hon'ble Supreme court order .
14. The Industry will use minimum 20% Bio Briquette as fuel in the Boiler depending upon its availability .



15. 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).
16. Minimum 33% of the land on which industry is established will be covered and properly maintained 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.
17. If closure order is issued by CPCB or UPPCB against the unit, then CTO issued earlier will remain suspended during the closure period and after ensuring the compliance and after revocation of closure order, the CTO will automatically be effective with additional conditions mentioned in the closure revocation order.
18. Industry shall abide by the directions given by Hon'ble Court, Central Pollution Control Board and UPPCB for protection and safe guard of environment from time to time.

Specific Conditions:

1. The industry should be operated in such a manner that it does not adversely affect the environment and the solid waste generated such as ash etc. be disposed in eco friendly manner.
2. Any source of emission other than that mentioned in the Air consent seeking application will not be permitted by the Board.
3. 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.
4. The industry shall submit Environmental Statement in prescribed format in Form V of rule-14 of E.P Rules 1986.
5. The dying, bleaching and deinking process are not allowed in the production process of the unit. The unit will not use agro based raw materials in the production process
6. 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.
7. Industry shall install OCEMS on stack as per the direction of CPCB.
8. Industry shall submit the stack/ambient air quality monitoring report from approved Laboratory within one month.
9. 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 safe guard of environment from time to time.
10. The industry shall submit quarterly monitoring reports of all stacks and ambient air quality from a certified / approved laboratory under E.P. Act 1986.
11. 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 all other applicable rules notified under E.P. Act 1986 and the various orders issued by the MOEF&CC, CPCB and SPCB in time to time.
12. The use of Pet coke and Furnace oil as a fuel in the factory is restricted in compliance of the Hon'ble Supreme court order till further direction.
13. Unit must ensure strict time bound compliance of suggestion / recommendation of "Charter for Water Recycling & Pollution Prevention in Pulp & Paper Industries" formulated by CPCB.
14. If the CPCB or UPPCB issues the Closure order against the industry this consent order stands automatically suspended for that period.
15. The unit shall submit the audited balance sheet for the current year.
16. The Industry will use minimum 20% Bio Briquette as fuel in the Boiler depending upon its availability.
17. 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).
18. 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.H16405/220/2018/02 dt. 16/02/2018. The copy of this guideline is available at URL http://www.uppcb.com/pdf/Green-Belt-Guidle_160218.pdf.



Issued with the permission of competent authority .

Nishi Kumar Chauhan
Digitally signed by Nishi Kumar Chauhan
Date: 2019.12.30 11:50:02 +05:30

For and on behalf of U.P. Pollution Control Board .

CEO
C-3.



TRUE COPY





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

ANNEXURE-3

Ref. No : 18069/UPPCB/MuzaffarNagar(UPPCBRO)/HWM/MUZAFFARNAGAR/2022

Dated :17/08/2022

To,

M/s SHREE SIDHBALI PAPER MILLS LIMITED

9th Km Stone , Bhopa Road , Muzaffarnagar, MUZAFFAR NAGAR, 251001

Tehsil :MuzaffarNagar

District :MUZAFFARNAGAR

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 18069 and 17/08/2022 .
2. Reference of application (No. and date) 17412416 and 07/08/2022 .
3. Mr RAGHURAJ GARG of M/s SHREE SIDHBALI PAPER MILLS LIMITED 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 9th Km Stone , Bhopa Road , Muzaffarnagar .

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	CATEGORY 33.2 AS PER SCHEDULE I (Contaminated Cotton Rags Or Other Cleaning Materials)	THROUGH TSDF	0.125 MT/Annum
2	CATEGORY 33.1 AS PER SCHEDULE I (Empty Barrels/Containers /Liners Contaminated With Hazardous Chemicals /Wastes)	THROUGH TSDF	2.0 MT/Annum
3	CATEGORY 5.1 AS PER SCHEDULE I (Used Or Spent Oil)	THROUGH TSDF	0.30 MT/Annum
4	CATEGORY 34.2 AS PER SCHEDULE I (Sludge From Treatment Of Waste Water Arising Out Of Cleaning / Disposal Of Barrels / Containers)	THROUGH TSDF	10.0 MT/Annum
5	CATEGORY 34.1 AS PER SCHEDULE I (Chemical containing residue arising from decontamination)	THROUGH TSDF	30.0 MT/Annum

1. The authorization shall be valid for a period of 16/08/2027 from the date of issue of this letter

TRUE COPY

RAKESH KUMAR TYAGI

Digitally signed by RAKESH KUMAR TYAGI
Date: 2022.09.15 13:25:57 +05'30'

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.

4- Comprehensive safety measures must be followed in handling of wastes and the staff must be properly trained.

5- 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.

6- 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.

7- 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.

8- 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.

9- 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.

10- 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.

11- Proposal regarding waste minimization and reuse of wastes must be sent. Details of any recovery/ reuse system must be sent within two months.

12- 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.

13- 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.

14- 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.

15- It is the mandatory duty of the authorised 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.

16- You are directed to provide the complete details regarding the quantity of hazardous waste stored in the factory premises within a month.

17- 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.

18- 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.

19- Ground water monitoring report of premises shall be submitted within one month.

20- Industry will follow the various provisions of the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016.

21- The authorised actual user of hazardous and other wastes shall maintain records of hazardous and other wastes purchased in a passbook issued by the State Pollution Control Board along with the authorisation.

(Authorized Signatory)

RAKESH KUMAR TYAGI

Digitally signed by RAKESH KUMAR TYAGI
Date: 2022.09.15 13:26:28 +05'30'

UTTAR PRADESH POLLUTION CONTROL BOARD

Copy to: To the Regional Officer, U.P.Pollution Control Board, MuzaffarNagar to ensure the compliance of the conditions imposed in the certificate. for information and necessary action .

RAKESH KUMAR TYAGI

Digitally signed by RAKESH KUMAR TYAGI
Date: 2022.09.15 13:26:37 +05'30'

CEO/EE, I/C Circle_____



TRUE COPY

MANIFEST FOR HAZARDOUS AND OTHER WASTE

S.No.:

61064

1 Occupier's Name & Mailing Address (including Phone No. and email)	SHREE SIDHBALI PAPER MILLS LIMITED 9th Km. Bhopa Road, Muzaffarnagar-251001 (U.P.)			
2 Sender's Authorization No.				
3 Manifest Document No.	NRAP.No - 053	DT-20/02/22		
4 Transporter's Name & Address (including Phone No. and email)	BOWML			
5 Type of Vehicle	(Truck / Tanker / Special Vehicle)			
6 Transporter's Registration				
7 Vehicle Registration No.	UP12AT-2699			
Receiver's Name & Mailing Address (including Phone No. and email)	(I) BHARAT OIL COMPANY (I) REG E-18, Site-IV, Sahibabad Industrial Area, Ghaziabad, UP-201010 Tel.: 0120-4167924, e-mail:sales@bharatoll.com			
(II) BHARAT OIL & WASTE MANAGEMENT LTD. Mauza Mukimpur, Roorkee-Lakshar Road, Roorkee - 247664 UK, Tel. :08874207664 e-mail:sales@bharatoil.com	(III) BHARAT OIL & WASTE MANAGEMENT LTD. Plot # 672, Sikandra Road, NH-2, Kumbhi Village, Tehsil Akbarpur, Kanpur Dehat, UP, Tel : 0512-2285296 e-mail:sales@bharatoil.com			
9 Receiver's Authorization No.	(I) G-132/Haz Order-30/13, dt.20/12/13 valid upto Feb 2018			
(II) UEPPCS/HO/Haz-B-06/11/290, dt.08.05.12	(III) 93/C-2/Haz/657/13 Dt.29/05.13 valid upto 05/2018			
10 Waste Description	ETP Sludge + Plastic waste + Tube Tight P-container 1910 kg. 68.300kg 5.30 kg + 718 kg			
11 Total Quantity No. of Containers	1990.78 kg. m' or MT Nos.			
12 Physical Form	(Solid/Semi-Solid/Sludge/Oily/Tarry/Slurry/Liquid)			
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.			
1 SENDER'S CERTIFICATE				
Typed Name & Stamp :		Signature :		
SHREE SIDHBALI PAPER MILLS LIMITED		AMY (Authorized Signature)		
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.				
		Month	Day	Year
		02	20	2022
		Month	Day	Year
		02	20	2022
15 Transporter Acknowledgement of Receipt of Waste				
Typed Name & Stamp :		Signature :		
Kanpur Dehat (U.P.)		MP		
16 Receiver's Certificate for Receipt of Hazardous and other Waste				
Typed Name & Stamp :		Signature :		
		Month	Day	Year

FORM 10
[See rule 115] **Shree Sidhballi Paper Mills** Occupier's Copy
S.No.: 82926

MANIFEST FOR HAZARDOUS AND OTHER WASTE

1 Occupier's Name & Mailing Address (including Phone No. and email)	1 Th RM Bho Pa Road Muzaffarnagar	
2 Sender's Authorization No.	Challan No - 14	Dt 15/6/22
3 Manifest Document No.		
4 Transporter's Name & Address (including Phone No. and email)	Party	
5 Type of Vehicle	(Truck) / Tanker / Special Vehicle	
6 Transporter's Registration	UP12 AT 0638	
7 Vehicle Registration No.		
8 Receiver's Name & Mailing Address (including Phone No. and email)	(II) BHARAT OIL COMPANY (I) E-18, Site-IV, Sahibabad Industrial Area, Ghaziabad, UP-201010 Tel.: 0120-410111 e-mail:sales@bharatoil.com	
(II) BHARAT OIL & WASTE MANAGEMENT LTD. Mauza Mukimpur, Roorkee-Lakshar Road, Roorkee - 247664 UK, Tel. :08874207664 e-mail:sales@bharatoil.com	(III) BHARAT OIL & WASTE MANAGEMENT LTD. Plot # 672, Sikandra Road, NH-2, Kumbhi Village, Tehsil Akbarpur, Kanpur Dehat, UP, Tel : 0512-2285298 e-mail:sales@bharatoil.com	
9 Receiver's Authorization No.	(I) 1486/UPPCB/Ghaziabad(UPPCBRO)/HWM/GHAZIABAD/2018 Valid upto: 03/05/2023	
(ii) UEPPCB/HQ/Con-B-34/2018/548 Valid upto: 31/03/2023	(ii) 1486/UPPCB/Kanpur(UPPCBRO)/HWM/KANPUR DEHAT/2018 Valid upto: 31/03/2023	
10 Waste Description	76kg / 179kg / 560kg	
11 Total Quantity No. of Containers	Gripped Cloth 82kg	
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	
Typed Name & Stamp For Shree Sidhballi Paper Mills	Authorised Signatory 06 15 2022 Month Day Year	
15 Transporter Acknowledgement of Receipt of Waste	06 15 2022 Month Day Year	
16 Receiver's Certificate for Receipt of Hazardous and other Waste	06 15 2022 Month Day Year	



TRUE COPY



उत्तर प्रदेश UTTAR PRADESH

AC 152725

CO-PROCESSING AGREEMENT
 BETWEEN
 SHREE SIDHBALI PAPER MILLS LTD.
 AND
 ULTRATECH CEMENT LIMITED

For Shree Sidhali Paper Mills Limited
[Signature]
 Director

Agreement No: UTCL/SSPML/052019/025

Page 1

TRUE COPY

For ULTRATECH CEMENT LTD.

[Signature]
 BIMAL KUMAR MODI
 HEAD - AFR



उत्तर प्रदेश UTTAR PRADESH

EY 325402

AGREEMENT No: UTCL/SSPML/052019/025

For ULTRATECH CEMENT LTD.

M. Modi
RIMAL KUMAR MODI
HEAD - AFR

For Shree Sidhali Paper Mills Limited

R. S. Singh
Director

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For ULTRATECH CEMENT LTD.

m.k.
BIMAL KUMAR MODI
HEAD - AFR

For Shree Sidhballi Paper Mills Limited

Sh.
Director

This Co-Processing Agreement (hereinafter referred to as the "**Agreement**"), is made and entered in May 2019,

By and Between:

SHREE SIDHBALI PAPER MILLS LTD., a Company incorporated under the provisions of the Companies Act, 1956 having its Registered Office at 9TH KM STONE, BHOPA ROAD, MUZAFFAR NAGAR - 251001, UTTAR PRADESH (hereinafter referred to as "**SSPML**", which expression shall, unless repugnant to the context, mean and include its successors and permitted assigns) through its Authorized Signatory Mr. RAGHURAJ GARG, of the One Part.

And

UltraTech Cement Limited, a Company incorporated under the provisions of the Companies Act, 1956, having its Registered Office at Ahura Centre, B Wing, IInd Floor, Mahakali Caves Road, Andheri East, Mumbai - 400093 (hereinafter referred to as the "**UltraTech**", which expression shall, unless repugnant to the context, mean and include its successors and permitted assigns) through its Authorized Signatory Mr. Bimal Kumar Modi of the Other Part.

SSPML and **UltraTech** are collectively referred to as "**Parties**" and each individually as "**Party**".

RECITALS

- A. **WHEREAS**, SSPML, is engaged in the business of Manufacturing of Paper and has its Manufacturing Plant located at 9TH KM STONE, BHOPA ROAD, MUZAFFAR NAGAR - 251001, UTTAR PRADESH.
- B. **WHEREAS**, during the course of its manufacturing process, SSPML generates some waste materials like Plastic Waste and has to dispose of the said waste materials produced at SSPML's above said Manufacturing Plant and these Waste Materials do not amount to and/or are not classified as hazardous waste by the state pollution control board/competent authority.
- C. **WHEREAS**, SSPML is in the search of an economical and environment friendly method to dispose of the waste materials;
- D. **AND WHEREAS**, UltraTech is in the business of manufacture and sale of different types and grades of Cement and building products solutions and has represented to SSPML that it has the capability to co-process the waste materials in an environment friendly manner in cement kilns of cement plants of UltraTech;
- E. **AND WHEREAS**, the Parties have decided to enter into this Agreement which records the terms on which SSPML shall deliver the waste materials to UltraTech and UltraTech shall Co-Process the Waste Materials, at its Cement Plant as stated in this Agreement;
- F. The Co-Processing of waste materials at UltraTech's Cement Plant shall be subject to each Party obtaining all statutory clearances, consents, no objection certificates, writings and confirmations as may be applicable from various authorities for the said purpose under various Central and State Legislatures including but not limited to Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016.

For SHREE SIDHBALI PAPER MILLS LTD.
M. di

BIMAL KUMAR MODI
HEAD - AFF.

For UltraTech Cement Limited
Director

NOW, THEREFORE, for and in consideration of the forgoing premises and of the mutual covenant herein after stipulated, the Parties hereto, do hereby agree as follows:

1. DEFINITIONS

- 1.1 In this Agreement, the following words and expressions shall have the meaning hereby assigned to them, except where the context otherwise requires:
- 1.1.1 **"Accumulated Quantity of Waste Materials"** means the quantity of Waste Material already accumulated and lying in the Manufacturing Plant of SSPML as on the Effective Date of this Agreement as mentioned in Clause 3.1.1 to this Agreement.
- 1.1.2 **"Co-Processing Agreement/Agreement"** means this Co-Processing Agreement between SSPML and UltraTech including all annexures attached hereto and any amendments as may from time to time be made to this Agreement between the Parties in writing.
- 1.1.3 **"Co-Process/Co-Processing"** means the use of Waste Materials of SSPML in manufacturing processes, (that is in the Cement kiln of UltraTech);
- 1.1.4 **"Day"** means a Calendar Day.
- 1.1.5 **"Delivery"** means the delivery of Waste Materials of SSPML at the cost and responsibility of SSPML to UltraTech's Cement Plant.
- 1.1.6 **"Effective Date"** means the date this Agreement comes into effect in accordance with the provisions of Clause 2 herein below.
- 1.1.7 **"Laboratory Test"** means the Test conducted at the Laboratory of UltraTech's Cement Plant in accordance with the provisions of Clause 8 here in below.
- 1.1.8 **"Manufacturing Plant of SSPML"** shall mean and refer to SSPML's Manufacturing Plant located at 9TH KM STONE, BHOPA ROAD, MUZAFFAR NAGAR - 251001, UTTAR PRADESH.
- 1.1.9 **"Month"** means the calendar month according to the Gregorian calendar.
- 1.1.10 **"Monthly Generated Quantity"** means the quantity of Waste Materials generated every month by the Manufacturing Plant of SSPML as mentioned in Clause 3.1.1 to this Agreement.
- 1.1.11 **"Rules"** shall mean and refer to the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016.
- 1.1.12 **"Term"** means the duration of this Agreement in accordance with the provisions of Clause 4 herein below.
- 1.1.13 **"UltraTech's Cement Plant"** shall mean the following Cement Plants located at:
- 1.1.13.1 Aditya Cement Works, P.O.: Adityapuram, Shambhupura, Chittorgarh: 312 612, Rajasthan.
- 1.1.13.2 Vikram Cement Works, P.O. Khor, Dist. Neemuch, Pin: 458 470, Madhya Pradesh
- 1.1.13.3 MSW Processing Plant, Khasra No. 338, Langadiawas, Jamwa Ramgarh, Jaipur Rajasthan – 303109
- 1.1.13.4 Dhar Cement Works, Tonki Umarband road, Village-Tonki, Tehsil-Manawar, Dist-Dhar, Pin-454446, Madhya Pradesh
- 1.1.14 **"Waste Materials/Waste Materials of SSPML"** shall mean the following waste materials generated at the Manufacturing Plant of SSPML, that is: (1) Plastic Waste. These Waste Materials do not amount to and/or are not classified as hazardous waste by the state pollution control board/competent authority. It does not include materials that form part of the Banned items mentioned in Annexure A of this Agreement.

- 1.2 In this Agreement;
- 1.2.1 The headings and the paragraph number are for convenience only;
- 1.2.2 The singular includes the plural and vice versa;
- 1.2.3 References to any enactment, ordinance or regulation shall include any amendment or any replacement in whole or in part thereof;
- 1.2.4 References to any Agreements shall include any amendments or replacements thereof; and
- 1.2.5 References to clauses and annexures, unless the context otherwise requires, are references to Clauses and Annexures to this Agreement;

2. EFFECTIVE DATE

- 2.1 This Agreement shall come into effect on the day when the last of the Parties to this Agreement sign this Agreement. The date mentioned in the execution page of this Agreement by the last of the Parties to this Agreement shall be the effective date of this Agreement. ("**Effective Date**") For the sake of clarity, if either of the Parties fail to mention the date in the execution page of this Agreement, the date already mentioned by the other Party shall be deemed to be the Effective Date of this Agreement.

3. SCOPE OF AGREEMENT

- 3.1 From the Effective Date and for the duration of the Term SSPML shall transfer and deliver to UltraTech's Cement Plant the following Waste Materials:
- 3.1.1 Accumulated Quantity and Monthly Generated Quantity of Waste Materials as shown herein below:

Sr. No.	Waste Type	Accumulated Quantity as on date (tonnes)	Monthly Generated Quantity (tonnes)
1	Plastic Waste	10	7

- 3.2 After Delivery of the Waste Materials to UltraTech's Cement Plant, if the Waste Materials delivered by SSPML complies with other conditions as stated in this Agreement, UltraTech shall Co-Process the Waste Materials in accordance with the terms of this Agreement.
- 3.3 The transfer and Delivery of Waste Materials to UltraTech's Cement Plant shall be free of all costs to UltraTech and with zero invoice value to UltraTech.
- 3.4 The responsibility of transferring and delivering the Waste Materials to UltraTech's Cement Plant by transporters shall be at the risk, cost and liability of SSPML.
- 3.5 Prior to SSPML sending the Waste Materials to any of the UltraTech's Cement Plant, it shall be the responsibility of SSPML to enquire whether the UltraTech's Cement Plant is operational or is under shut down for maintenance.
- 3.6 SSPML, prior to the Delivery to UltraTech's Cement Plant shall ensure that the Waste Materials confirms to the specifications as set out in Clause 8 to this Agreement. It shall be the responsibility of SSPML to ensure that the Waste Materials do not contain any of the items in the banned item list as set out in Annexure A to this Agreement.

- 3.7 It shall be the responsibility of SSPML to obtain all necessary permits, licenses for transportation of the Waste Materials under the applicable laws and the rules as well as the provisions laid down by the State and Central Pollution Control Board and/or any Statutory Authority or government authorities from time to time.
- 3.8 SSPML agrees and confirms that the details pertaining to SSPML as stated in Annexure B is correct.

4. TERM

- 4.1 This Agreement shall be valid for a term of ten (10) years from the Effective Date. Upon expiry of the term hereof, this Agreement may be renewed by the Parties hereto by way of a written agreement on mutually agreed terms and conditions.

5. CO-PROCESSING CHARGES AND PAYMENT TERMS

- 5.1 In consideration of UltraTech Co-Processing the Waste Materials, SSPML shall pay to UltraTech co-processing charges towards co-processing the Waste Materials at the base rate, as mentioned in the following table.

Sr. No.	Waste Materials	Base Rate (Rs./tonne)
1	Plastic waste	0

- 5.2 SSPML shall maintain sufficient advance with ULTRATECH before sending the waste material.
- 5.3 UltraTech shall issue invoice to SSPML towards Co-processing charges, if any, for the Waste Materials Co-processed.
- 5.4 SSPML shall make balance payment, if any, towards the invoice amounts within seven 7 days of the date of receipt of the invoice.
- 5.5 The charges stated herein above in Clause 5.1 shall be excluding all applicable taxes.
- 5.6 The co-processing charges stated in Clause 5.1 shall be reviewed periodically.

6. TRANSPORTATION OF WASTE MATERIALS

- 6.1 The Transportation of Waste Materials shall be at the risk, cost and responsibility of SSPML.
- 6.2 It shall be the responsibility of SSPML to ensure that the Waste Materials transported by the Transporters adhere to the following:
- 6.2.1 That the trucks carrying the Waste Materials have transport authorization from the RTOs.
- 6.2.2 SSPML shall provide with each truck driver a "Hazardous Waste Manifest", if applicable.
- 6.2.2.1 The Hazardous Waste Manifest, if applicable shall be signed by SSPML as well as the Transporter.
- 6.2.2.2 The Hazardous Waste Manifest, if applicable shall indicate the quantity of Waste Material being transported as well as the Hazardous Waste type.
- 6.2.2.3 That the driver transporting the Waste Materials has proper license.
- 6.3 The responsibility of ensuring that the Transporter who is transporting the Waste Materials is in due compliance of labour laws, ESI, Provident Fund and other applicable laws and regulations shall be that of SSPML.
- 6.4 SSPML shall ensure that the trucks carrying Waste Materials does not exceed the permissible weight as provided under the applicable law.

7. OBLIGATIONS OF SSPML PRIOR TO TRANSPORTATION OF WASTE MATERIALS

- 7.1 SSPML shall, at its own cost, arrange to get each consignment of Waste Materials weighed at the weigh-bridge at SSPML's Manufacturing Plant.
- 7.2 After weighment at SSPML's Manufacturing Plant, SSPML shall issue the weighbridge challan to waste transporter while dispatching any consignment of Waste Materials from its Manufacturing Plant to the UltraTech's Cement Plant.
- 7.3 Along with the Weighment challan, SSPML shall provide to the transporter/driver all the required documents. It shall be the responsibility of SSPML to provide all documents required under the applicable law and regulations.
- 7.4 SSPML shall take necessary safety precautions while packing and transporting each consignment of Waste Materials.

8. UPON ARRIVAL OF THE WASTE MATERIALS AT ULTRATECH'S CEMENT PLANT

- 8.1 Upon arrival of SSPML's truck at UltraTech's Cement Plant, SSPML shall ensure that all applicable documents are provided to UltraTech.
- 8.2 The Quantity of consignment of Waste Materials delivered by SSPML to UltraTech's Cement Plant shall be determined by the electronic weighbridge installed at the UltraTech's Cement Plant.
- 8.3 The Parties agree that the quantity of consignment as recorded by the electronic weighbridge installed at the UltraTech's Cement Plant shall be conclusive, final and binding between the Parties.
- 8.4 After the Weighment of the truck at UltraTech's Cement Plant, a sample of Waste Material is taken from the truck and is tested at the Laboratory of UltraTech in the UltraTech's Cement Plant.
- 8.5 The Laboratory Test is conducted to ascertain whether the Waste Materials taken from the truck falls under any of the Banned items mentioned in Annexure A of this Agreement and to ascertain the chemical analysis of the Waste Materials as mentioned in Clause 8 to this Agreement
- 8.6 SSPML agrees and accepts that the test results of the Laboratory Test conducted in UltraTech's Cement Plant shall be conclusive, final and binding between the Parties.
- 8.7 The acceptable range of the composition of Waste Material shall be as follows:

Components	Acceptable Range
% Moisture	<= 20
% Sulpher	<= 2.0
% Chloride	<= 1.5
% P ₂ O ₅	<= 1.0
% Na ₂ O	<= 1.0
% K ₂ O	<= 3.0
Calorific Value, kcal/kg	>3,500
Ash Content, %	<=15
Heavy Metals (ppm)	
Chromium VI	<= 100
Hg	< 10
Cd + Hg + Tl	< 100
As+Co+Ni+Se+Te+Sb+Cr+Sn+Pb+V	<2,500

Note: The plastic waste should not contain any metallic object/foreign materials/metallic wires etc.

8.8 In the event the Laboratory test shows variation in the chemical analysis in accordance with the tabular column in clause 8.7 shown herein above, UltraTech at its sole discretion shall decide whether:

8.8.1 To accept the consignment of Waste Material;
[Or]

8.8.2 To reject the consignment of Waste Material;

9. ACCEPTANCE OF WASTE MATERIALS

- 9.1 In the event UltraTech accepts the consignment of Waste Materials, then under such circumstance Stores/Quality department of UltraTech's Cement Plant shall acknowledge the Hazardous Waste Manifest or challan copy, as the case may be, and provide one copy of the duly acknowledged Hazardous Waste Manifest or challan copy, as the case may be, ("**Said Acceptance Receipt**") to SSPML within three (3) working days from the date of Delivery of the Waste Materials consignments by SSPML at UltraTech's Cement Plant.
- 9.2 If UltraTech delays issuance of Said Acceptance Receipt beyond three (3) days from the date of delivery of any consignment of Waste Materials by SSPML, it shall be deemed that UltraTech has accepted the consignment of Waste Materials after the end of the three (3) days.
- 9.3 The Said Acceptance Receipt shall be conclusive, evidencing the acceptance of the consignment of Waste Materials by UltraTech.
- 9.4 UltraTech shall provide space for unloading, storage and handling of the Waste Materials delivered by trucks from SSPML's Manufacturing Plant.
- 9.5 The costs related to unloading, handling and storage of Waste Materials in UltraTech's Cement Plant shall be borne by UltraTech.
- 9.6 The risk and liability related to unloading, handling and storage of Waste Materials in UltraTech's Cement Plant during the acceptance process shall be with SSPML, unless caused by gross negligence or material breach on the part of UltraTech, and SSPML shall indemnify UltraTech in case of any loss, costs, expenses arising out of such liability and incurred by UltraTech.
- 9.7 SSPML undertakes and confirms to keep a record of Waste Materials delivered to UltraTech.

10. LIQUIDATED DAMAGES

- 10.1 In the event, UltraTech is in receipt of any consignment of Waste Materials at the storage area(s) of UltraTech's Cement Plant that contains banned items and/or contains material other than that of the Waste Materials as stated in this Agreement UltraTech shall be entitled to refuse acceptance of such consignment of Waste Materials and inform in writing to SSPML its refusal to accept such consignment of Waste Materials.
- 10.2 In such an event, SSPML shall arrange to collect the Waste Materials and transport back the same at its cost and risk, within ten (10) days from the date of written intimation from UltraTech. If SSPML fails to lift the Waste Materials within ten (10) days, SSPML shall be liable to pay liquidated damages amounting to Rs. 10,000/- (Rupees Ten Thousand Only) per day or part thereof, for every day's delay from the date of written intimation in addition to the cost of storage incurred by UltraTech in storing the Waste Material.

11. WASTE CHARACTERIZATION CERTIFICATE

- 11.1 On or after Effective Date and prior to the dispatch of each and every consignment from the Manufacturing Plant of SSPML, SSPML shall submit Waste characterization certificate to UltraTech's Cement Plant as and when required.
- 11.2 SSPML shall provide the Waste characterization certificate for the purposes of ascertaining the chemical composition of the Waste Materials. However SSPML acknowledges and confirms that the results of the Laboratory Test stated herein above shall prevail over the Waste characterization certificate and shall always be final and binding between the Parties to this Agreement.
- 11.3 After the Acceptance Receipt is issued by UltraTech, UltraTech shall be responsible for Co-Process of Waste Materials. UltraTech shall be responsible for maintaining a record of Co-processing of Waste Materials.
- 11.4 SSPML shall at all times and as and when required by UltraTech depute its representatives to attend the meetings relating to Waste Materials and answer any queries raised by UltraTech relating to the safe handling and storage of Waste Materials.
- 11.5 Subject to the provisions of this Agreement, and any required limitations contained in applicable laws and regulations, on acceptance of Waste Materials at the UltraTech's Cement Plant, the risk associated with the Waste Materials shall pass from SSPML and vest in UltraTech.
- 11.6 In the event UltraTech is required to comply with any additional statutory regulations and guidelines framed by the concerned authorities or Government Agency relating to emission monitoring for demonstrating the performance of Co-processing of the Waste Materials at UltraTech's Cement Plant pursuant to this Agreement, the same shall be complied with by UltraTech in consultation with SSPML, provided, the reasonable costs for the same shall be mutually agreed in advance and shall be borne by SSPML.

12. TAXES AND DUTIES

- 12.1 The Parties agree that all taxes, levies, imposts, deductions, charges, duties or withholdings which are assessed, levied, imposed or collected by any Government Central or State, and any taxes or levies arising in connection with the Agreement (other than income tax payable by UltraTech) shall be included in the invoice raised by UltraTech for Co-processing charges and other charges, if any, and shall be payable by SSPML in addition to the Co-processing charges and other charges, if any. SSPML agrees to provide the relevant certificate in respect of the income tax deduction at source on the amounts to be paid towards Co-processing charges to UltraTech.
- 12.2 Without prejudice to the generality of the foregoing SSPML shall be responsible for the payment of the stamp duty applicable to this Agreement.

13. STATUTORY COMPLIANCE

- 13.1 SSPML shall be responsible for the following under applicable laws:
- 13.1.1 Obtain statutory registrations, clearances, licenses, no objection certificates, writings and confirmations from the concerned authorities and Government agencies, file returns, if required, relating to the loading, transportation and Delivery of the Waste Materials to the storage area(s) of UltraTech's Cement Plant.

- 13.1.2 Pay all applicable taxes, cesses, duties or other levies on (i) the supply of Waste Materials to UltraTech and (ii) transportation of Waste Materials from SSPML's Manufacturing Plant to UltraTech's Cement Plant.
- 13.2 UltraTech shall be responsible for the following under applicable laws:
- 13.2.1 Obtain statutory registrations, clearances, licenses, no objection certificates, writings and confirmations, if required, from concerned authorities and government agencies for the purpose of Co-processing of Waste Materials of SSPML.
- 13.2.2 File returns with the concerned authorities or Government agencies, if required, relating to Co-processing of Waste Materials.
- 13.2.3 Pay all applicable taxes, cesses, duties or other levies on Co-processing.
- 13.3 Both Parties shall comply with their own respective applicable code of ethics and their own respective policy on anti-bribery, if any.

14. CONFIDENTIAL INFORMATION

- 14.1 Both Parties shall hold in strict confidence all confidential information in whatever form acquired, directly or indirectly, relating to the other Party and/or performance of the other Party to this Agreement. Confidential information shall include this Agreement, negotiations for formalization of this Agreement, facts, trade-secrets, know-how, documents, data, whether technical or not, whether written, graphic, oral or recorded on any media and/or activities of the other Party and which relates to the business, technology, products, marketing and/or activities of the other Party and in particular, knowledge of formulae and know-how, including in their research, development, manufacture, testing, analysis and marketing. Both Parties shall not publish or otherwise disclose otherwise than as may be required to perform its obligations under this Agreement.
- 14.2 The above said provision shall not apply to:
- 14.2.1 any information in the public domain otherwise than by breach of this Agreement;
- 14.2.2 information in the possession of the either Party thereof before disclosure by the other Party, and which was not obtained under any obligation of confidentiality; and
- 14.2.3 information obtained from a third party who is free to disclose the same, and which is not obtained under any obligation of confidentiality.
- 14.3 The Parties shall minimize the risks of disclosure of information of a confidential nature disclosed to it by any other Party by ensuring that only such of its officers and employees whose duties will require them to possess any of such information shall have access thereto, and that they will be instructed to treat the same as confidential.
- 14.4 The obligations of confidentiality shall survive termination or expiry of this Agreement and shall continue in full force and effect for a period of Three (3) years thereafter.
- 14.5 Upon termination of this Agreement, each Party shall return to the other Party all confidential information (without retaining copies thereof) provided for the purposes of this Agreement except where the applicable law, regulation requires either of the Party to retain copy of such confidential information. In such an event, either Parties shall inform the other Party and provide details of retention of confidential information. The obligations of confidentiality shall extend to such documents retained.

15. FORCE MAJEURE

- 15.1 Parties shall not be in breach of any of its obligations under this Agreement to the extent that its performance is prevented, hindered or delayed by an act, event or circumstance whether of the kind described herein or otherwise, which is not reasonably within the control of the

Parties as the case may be, acting in accordance with prudent practices ("**Force Majeure**"). Acts, events or circumstances constituting Force Majeure shall include but not be limited to the following:

- 15.1.1 fire, flood, atmospheric disturbance, lightning, storm, typhoon, tornado, earthquake, landslide, perils of the sea, soil erosion, subsidence, washout, epidemic or other acts of God;
 - 15.1.2 war, riot, civil war, blockade, insurrection, acts of public enemies, civil disturbance, terrorism and sabotage and threats of such action;
 - 15.1.3 strikes, lock-out or other industrial disturbances or labour disputes in relation to any of the UltraTech's Cement Plant legally and validly declared and conducted in accordance with law;
 - 15.1.4 loss of, serious accidental damage to, or inoperability of the UltraTech's Cement Plant;
 - 15.1.5 legal or administrative action taken by a Competent Authority or any order, decision or direction of a court, tribunal, judicial or quasi-judicial authority resulting in the omission to perform any of the UltraTech's obligations under this Agreement;
- 15.2 Procedures
- 15.2.1 The Parties claiming Force Majeure relief shall:
- 15.2.1.1 Give immediate notice to the other Party of the event said to constitute Force Majeure, and the obligations whose performance could be delayed, reduced, hindered or prevented thereby, and as soon as practicable provide information about the circumstances of such event, in as much detail as is then reasonably available, and the steps and time believed necessary to mitigate and remedy the Force Majeure situation;
 - 15.2.1.2 supplement and update the above notice on a weekly basis during such claimed Force Majeure period;
 - 15.2.1.3 give or procure access, at the request, expense and risk of the other Party and at reasonable times for a reasonable number of the other Party's representatives, to examine the scene of the event which gave rise to the Force Majeure claim; and
 - 15.2.1.4 proceed with diligence and at its own expense to take such steps as would be taken in accordance with prudent practices to mitigate and remedy the failure as soon as possible.

16. TERMINATION OF AGREEMENT

16.1 This Agreement shall come to an end under the following circumstances:

16.1.1 On the expiry of the Term of the Agreement, that is, ten (10) years from the Effective Date.

16.1.2 By mutual agreement in writing of both Parties to this Agreement

16.1.3 At the instance of UltraTech by a notice of thirty (30) days:

16.1.3.1 If SSPML has failed to remedy a breach of this Agreement within thirty (30) days of UltraTech's written notification to SSPML of such a breach, UltraTech shall be entitled to terminate this Agreement by a further immediate notice to SSPML.

16.1.4 At the instance of UltraTech by an immediate notice of Termination:

16.1.4.1 In the event the Pollution Control Board or other statutory authorities require additional emission monitoring measures to be completed by UltraTech and this additional emission monitoring measures involves additional cost to UltraTech then Parties shall mutually decide the sharing of additional costs. In the event the Parties are unable to agree upon sharing of additional costs, the Parties agree that UltraTech shall have the option to discontinue co-processing of Waste Materials from SSPML by issuing a notice of termination with immediate effect and upon such issuance of notice this Agreement shall

stand terminated with immediate effect.

16.1.5 At the instance of SSPML by a notice of thirty (30) days:

16.1.5.1 If UltraTech has failed to remedy a breach of this Agreement within thirty (30) days of SSPML's written notification to UltraTech of such a breach, SSPML shall be entitled to terminate this Agreement by a further immediate notice to UltraTech.

16.1.6 At the instance of both Parties to this Agreement:

16.1.6.1 If the Force Majeure Event continues for a period of Ninety days (90) then both the Parties shall be entitled to terminate this Agreement by a notice of termination.

16.1.6.2 If either Party files an application or petition seeking protection under any applicable bankruptcy laws or an action by a third party seeking such protection is filed against either Party and the concerned Party is not discharged within Ninety (90) days of the other Party's written notification, the Party not in default shall be entitled to terminate this Agreement by a further notice to the other Party.

16.1.7 By Both Parties without assigning any reason:

16.1.7.1 Both the Parties to this Agreement shall be entitled to terminate this Agreement by giving to the other Party a notice in advance of One hundred and eighty (180) days without assigning any reason. This Agreement shall stand automatically terminated on the expiry of One hundred and eighty (180) days.

17. EFFECT OF TERMINATION

17.1 The rights, duties and responsibilities of each Party shall continue to be in full force and effect during the notice period of termination till the date the termination of the Agreement comes into effect including the obligation of UltraTech to complete the Co-Processing of unfinished portion of the Waste Materials and the obligation of SSPML to settle all dues and/or invoices for the Co-Processing completed by UltraTech till the date the termination of the Agreement comes into effect and/or expenses incurred till the date the termination of the Agreement comes into effect.

17.2 Both the Parties under this Agreement shall not be liable or responsible to the other Party for any indirect and/or consequential, speculative damages.

18. GOVERNING LAW AND SETTLEMENT OF DISPUTES

18.1 This Agreement shall be exclusively governed by the laws of India.

18.2 In the event any dispute arises between the Parties in connection with this Agreement, the construction of any provision of this Agreement or the rights, duties or liabilities of the Parties hereto under this Agreement the dispute shall be resolved by reference to a Sole arbitrator to be nominated by both Parties under the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Mumbai. The arbitration proceedings shall be conducted in English.

18.2.1 The Sole arbitrator shall pass an award within six months of entering upon reference. Any award made in such arbitration shall be final and binding on the Parties.

18.2.2 The courts in Mumbai, India shall have exclusive jurisdiction to decide interim measures under the Arbitration and Conciliation Act, 1996.

18.2.3 The performance under this Agreement shall be continued during the Arbitration proceeding unless the continuation of performance itself is in dispute before the Arbitral proceeding.

19. COMMUNICATION/NOTICES

19.1 All daily communications to be sent to either Party shall either be sent in the English language by E-mail. Important notices in which rights and/or obligations are involved shall be sent in the English language by E-mail followed by courier service. The addresses and the E-mail address of the Parties to whom all communications and notices shall be addressed is:

19.1.1 For SHREE SIDHBALI PAPER MILLS LTD. :

Mr. RAGHURAJ GARG

(Authorized Signatory)

9TH KM STONE, BHOPA ROAD, MUZAFFAR NAGAR - 251001, UTTAR PRADESH

Email address of Mr. RAGHURAJ GARG: shreesidhbalipapermillsltd@gmail.com

19.1.2 For UltraTech:

Mr. Bimal Kumar Modi

Head – AFR

UltraTech Cement Limited

Ahura Centre, B Wing, 11nd Floor,

Andheri (East), Mumbai 400093

Email address of Mr. Bimal Kumar Modi: trc@adityabirla.com

20. INDEMNITY

20.1 Each Party hereby indemnifies, defends and hold harmless the other Party, its directors, employees and agents from and against any and all claims, demands, fines, losses, damages, costs, penalties, expenses, actions, suits or proceedings, injuries, monetary liability on account of death of any person, costs of response to any governmental inquiry, liability for loss of or damage to property or for loss or damage arising from attachments, liens or claims of materials, men or laborers, and reasonable attorney and consulting fees and costs relating to any of the foregoing ("Claims"), arising from either Party's performance of the Agreement or resulting from either Party's acts or omissions or material breach of the Agreement. The foregoing indemnification shall not apply to the extent such Claims are the result of a Party's gross negligence or willful default.

21. RELATIONSHIP

21.1 The relationship between UltraTech and SSPML is that of principal and principal. Nothing in this Agreement shall be taken as constituting SSPML as an employee or agent of UltraTech.

21.2 The Parties undertake that none of their respective employees and staff shall be construed in any manner, either expressly or by implication, as the employees of the other Party and the other Party shall not in any manner be liable for any claims, demands and the like made by them. Further, UltraTech and SSPML acknowledge that:

21.2.1 Neither is the legal representative, agent, joint venturer or partner of the other Party for any purposes; and

21.2.2 Neither of them has any right or authority to assume or create any obligations of any kind, or to make any representations or warranties, whether expressed or implied, on behalf of the other, or to bind the other in any respect.

22. SOLE AND ENTIRE AGREEMENT

- 22.1 This Agreement including all Annexures attached hereto embodies the full understanding between the Parties and is the sole and entire Agreement between the Parties hereto, with respect to the subject matter hereof, and the transactions contemplated hereby, and supersede all former understandings, proposals, writings, representations, authorizations, contract written or oral relating to the subject matter hereof.

23. WAIVER

- 23.1 Unless a Party expressly waives its rights in writing, no delay, neglect or forbearance by either Party in enforcing against the other Party any term or condition of this Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that Party under this Agreement. No right, power or remedy in this Agreement conferred upon or reserved for either Party is exclusive of any other right, power or remedy available to that Party.
- 23.2 The failure at any time of either Party to demand strict performance by the other of any of the terms, covenants or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof, and either Party may, at any time, demand strict and complete performance by the other of such terms, covenants and conditions.

24. ASSIGNMENT

- 24.1 Neither Party shall have the right to assign or transfer its rights and obligations under the Agreement to any third party or person without the prior written consent of the other Party.

25. AMENDMENT AND SEVERABILITY

- 25.1 This Agreement shall not be changed, modified or amended except by written amendment signed by both the Parties hereto.
- 25.2 If any provision of this Agreement is held invalid or unenforceable, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

26. SURVIVAL

- 26.1 Any provisions of the Agreement which either expressly or by their nature extend beyond the expiration or termination of this Agreement shall survive such expiration or termination, including, without limitation, Clause 5, (Co-Processing charges and payment terms), Clause 10, (Liquidated damages), Clause 12 (Taxes and duties), Clause 13 (Statutory compliance), Clause 14 (Confidential Information), Clause 17 (Effect of Termination), Clause 18 (Governing Law and Settlement of Disputes), Clause 20 (Indemnity).

27. REPRESENTATION AND WARRANTIES

- 27.1 Each Party represents and warrants to the other Party that:
- 27.1.1 This Agreement has been duly and validly signed by an authorized representative of either Party.

- 27.1.2 It has taken all necessary action to authorize the execution, delivery and performance of this Agreement.
- 27.1.3 This Agreement constitutes a legal, valid and binding obligation enforceable against the Parties in accordance with the terms hereof.

28. COUNTERPARTS

- 28.1 This Agreement shall be executed in two (2) counterparts each of which will be deemed an original for all purposes.

For ULTRATECH CEMENT LTD.
Modi
BIMAL KUMAR MODI
HEAD - AFR

For Shree Sidhballi Paper Mills Limited
Rh.
Director

List of Banned Items

The Waste Materials dispatched by SSPML's manufacturing plant to ULTRATECH's cement plant shall not contain following items that are in the banned item list of ULTRATECH for co-processing.

- Anatomical Hospital Wastes
- Asbestos-containing Wastes
- Bio-medical Wastes
- e-Waste
- Entire Batteries
- Explosives
- High-concentration Cyanide Wastes
- Mineral Acids
- Radioactive Wastes
- Unsorted Municipal Garbage

For ULTRATECH CEMENT LTD.


BIMAL KUMAR MODI
HEAD - AFR

For Shree Sidhballi Paper Mills Limited


Director

Co processing Customer Registration Form

- | | | |
|--|---|--|
| 1) Name and Address of the Organization | : | SHREE SIDHBALI PAPER MILLS LTD.
9TH KM STONE, BHOPA ROAD, MUZAFFAR NAGAR -
251001, UTTAR PRADESH |
| 2) Telephone No. | : | 0131-468375 |
| 3) Fax No. | : | - |
| 4) Name, Phone No. & Email of Key Person for Contact | : | Pradeep Sharma
9557791211, 7351006211
ppradeepsharma51@gmail.com |
| 5) Registered Office Address | : | 9TH KM STONE, BHOPA ROAD, MUZAFFAR NAGAR -
251001, UTTAR PRADESH |
| 6) Address for Raising Invoice | : | 9TH KM STONE, BHOPA ROAD, MUZAFFAR NAGAR -
251001, UTTAR PRADESH |
| 7) Nature of Business | : | Manufacturing of Paper |
| 8) Scale of Industry | : | Large |

(Please provide applicable details as under)

- | | | |
|----------------|---|-----------------|
| 1) PAN No. (*) | : | AACCA9874B |
| 2) GST No (*) | : | 09AACCA9874B1ZK |

(Authorized Signatory)

For Shree Sidhbali Paper Mills Limited

 Director

(*) Mandatory

EXECUTION PAGE

IN WITNESS WHEREOF this Agreement is executed in two counterparts on the day, month and year first above written. Each Party hereto shall preserve one counterpart of the Agreement.

SIGNED AND DELIVERED for and on behalf of

SHREE SIDHBALI PAPER MILLS LTD., by the hand of its authorized signatory,

For Shree Sidhbal Paper Mills Limited

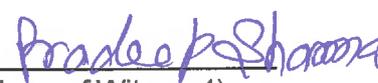
Mr. RAGHURAJ GARG Director


Signature

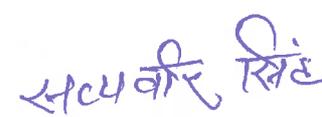
29/05/19
Date of Execution

In the presence of:

1. 
Signature of Witness 1,


(Name of Witness 1)

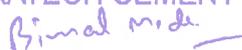
2. 
Signature of Witness 2,


(Name of Witness 2)

SIGNED AND DELIVERED for and on behalf of

UltraTech Cement Limited by the hand of its authorized signatory,

For ULTRATECH CEMENT LTD.



Mr. Bimal K Modi

BIMAL KUMAR MODI
HEAD - AFR

Signature

27th June 19
Date of Execu

In the presence of:

1. 
Signature of Witness 1,


(Name of Witness 1)

2. 
Signature of Witness 2,


(Name of Witness 2)





UTCL/AC/AFR/DC/SSPML/AUG-22/01

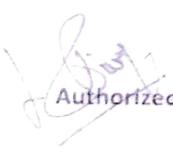
Certificate of Material received for Co-processing

This is to certify that we have received the Plastic waste materials set out below, collected from "SHREE SIDHBALI PAPER MILLS LTD "at our Aditya Cement Works, Chittaurgarh during the month AUG-22

Month	Type of Waste Material	Qty. Received (MT)
AUG-22	Plastic Waste	34.050

The vehicles wise receipt details are as below:

Sr. No	Received Date	Challan No	Net Qty. (MT)	Vehicle No.
1	20-08-2022	34	16.390	RJ27GD2270
2	27-08-2022	39	17.660	RJ01GC1257
Total			34.050	---


Authorized Signatory

DELIVERY CHALLAN

Original For Consignee
Duplicate For Transporter
Triplicate for Consignor



Shree Sidhballi Paper Mills Ltd.

9th KM., BHOPA ROAD, MUZAFFARNAGAR (U.P.)
Phone : (0131) 2468375, 2468376

GSTIN : 09AACCA9874B1ZK • CIN : U21012UP1980PLC005074 • PAN : AACCA9874B • STATE : Uttar Pradesh Code : 09

Consignee Name : **ULTRA TECH CEMENT LTD.**
ADITYA CEMENT WORKS, P.O. ADITYAPURAM,
SARANKUPURA, DISTT. CHITTAURGARH (RAJ)
08AAAAL6442LZA

Sl. No. **025**

Date : **08/07/2022**

Place of Supply **Chittaurgarh**

Description of Goods	HSN Code	Qty.	Unit	Taxable Value
Plastic Waste for destroyed		16400kg	16400 kg.	—
Only for destroyed purpose not for sales				
Total Taxable Value				
Add : SGST @				%
Add : CGST @				%
Add : IGST @				%
Others				
Grand Total				—

Bill No.

(In Words) **Free of cost**

above goods will be returned back after completion of Job Work.

KVS Road Carriers
3730 Date: **08/07/22** Vehicle No. **RJ220C/1330**

For Shree Sidhballi Paper Mills Ltd.

[Signature]
Director/Authorised Signatory



उत्तर प्रदेश UTTAR PRADESH

54AE 310969



प्रथम पक्ष

शपथ-पत्र



द्वितीय पक्ष

शपथ पत्र मिनजानिब महक सिंह

1. यह कि मैं शपथ पूर्वक ब्यान करता हूँ कि मेरा नाम महक सिंह पुत्र श्री हरवीर सिंह निवासी ग्राम जडौदा परगना सदर तहसील सदर जिला मुजफ्फरनगर का निवासी हूँ तथा मैं निम्नलिखित शपथ पूर्वक ब्यान करता हूँ। मेरा आधार नम्बर 405680214463 है।
2. यह कि प्रथम पक्ष श्री सिद्धबली पेपर मिल्स लि0, 9 कि0मी0, भोपा रोड मुजफ्फरनगर से द्वितीय पक्ष राखी उठायेगा।

PRERAJ TYAGI
NOTARY
MUZAFFARNAGAR



8/4/2022

— महक सिंह

महक सिंह

3. यह कि प्रथम पक्ष के यहाँ से लगभग दो/तीन ट्राली राखी प्रतिदिन निकलती है जो संसुप्त ट्रेक्टर-ट्राली से द्वितीय पक्ष द्वारा उठायी जायेगी। ट्रेक्टर-ट्राली के नम्बर HR 10A/7750, MH10-7775 हैं।
4. यह कि पक्षगण द्वारा आपस में उक्त मैटिरियल उठवाने व उठाने के लिए कोई धनराशि अदा नहीं की जायेगी।
5. यह कि अनुबन्ध पत्र केवल 60 माह हेतु अर्थात् 5 अप्रैल 2022 से 04 अप्रैल 2027 तक के लिए किया गया है जो भविष्य में बढ़ाया जा सकता है।
6. यह कि इस अनुबन्ध की शर्तें दोनों पक्षों पर लागू रहेगी और यदि उक्त माह की समयावधि से पहले इसे केन्सिल किया जाता है तो वह लिखित में होगा।

अतः यह अनुबन्ध की शर्तें लिख दी गयी है, ताकि सनद रहे और वक्त जरूरत पर काम आवे। इति।

स्थान : मुजफ्फरनगर

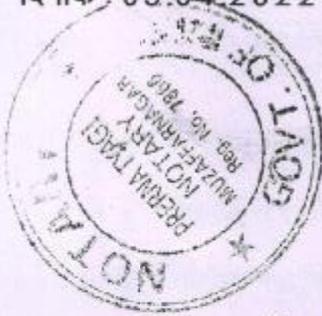
ह0 प्रथम पक्ष

दिनांक : 05-04-2022

Rajendra

रघुराज गर्ग

वास्ते श्री सिद्धबली पेपर मिल्स लि0



ह0 द्वितीय पक्ष

Rajendra

Rajendra महक सिंह
महक सिंह



5/4/2022

PREM PRASAD
NOTARY
MUZAFFARNAGAR

M/S SHREE SIDHBALI PAPER MILLS PRIVATE LIMITED., MZN

S.N.	MONTH	ASH GEN. (QTY)	DISPOSED QTY
1	FEBRUARY,2022	288.060	288.060
2	MARCH,2022	270.000	270.000
3	APRIL,2022	246.720	246.720
4	MAY,2022	233.760	233.760
5	JUNE,2022	176.700	176.700
6	JULY,2022	225.600	225.600
	TOTAL	1440.840	1440.840



↓
TRUE COPY

10/8/21, 11:28 AM

NOC Application Form



GROUND WATER DEPARTMENT

(Namami Gange & Rural Water Supply Department)

Ministry of Jal Shakti

Government of Uttar Pradesh

ANNEXURE-7 [COLLY]

Form 8 (C)

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

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

AUTHORIZATION/ NO-OBJECTION CERTIFICATE NO:

VALID UP TO : 06/10/2026

Name of the Applicant	RAGHURAJ GARG		
Address of the Applicant:	9th Km Stone , Bhopa Road , Muzaaffarnagar		
Company Name:	M/s SHREE SIDHBALI PAPER MILLS LIMITED	Company Address	9TH KM, BHOPA ROAD, MUZAFFARNAGAR
Serial No. of Application Form	MZFN0821NIN0052	Date of Submission	31/08/2021
Specimen Signature of the User:			
Location particulars:			
District	Muzaffar Nagar	Block	MUZAFFARNAGAR
Plot No.	9TH KM, BHOPA ROAD, MUZAFFARNAGAR		
Municipality/Corporation	Yes	Ward No.	251001
Holding No.	251001		
Rate of Withdrawal (m3/hr.)	40.00	Date of Energization (In Case of Electric Pump)	14/02/1990
Particular of the Existing Well and Pumping Device			
Type of the Well	Tube Well/Boring	Purpose of the Well	Industrial
Assembly Size (For Tube Well)	0.00	Approx. Strainer Length (For Tube Well)	0.00
Diameter (For Dug Well)	0.00	Type of Pump to be Used:	Submersible
H.P. of the Pump:	7.50	Operational Device	Electric Motor
Maximum Allowable Rate of Withdrawal (m3/hr.):	40.00	Maximum Allowable Running Hours Per Day:	12.00
Maximum Allowable Annual Extraction of Ground Water:	144000		

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 1 day as shown at Sl. (3k), and for maximum allowable annual extraction of ground water as shown at Sl. (3k) and is valid subject to the observance of the conditions stated overleaf.

Place:

Date:

TRUE COPY



Yours Faithfully,
Signature of the Issuing Authority
and Designation

GENERAL CONDITIONS:

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

Piezometer is a borewell /tubewell used only for measuring the water level by lowering the tapa/ 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.
- 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.
- 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.
- Any other site specific requirement regarding safety and access for measurement may be taken care off.
- Any other condition(s) that may be imposed by the concerned Authority.



21, 11:28 AM

NOC Application Form

- i) No Objection Certificate shall be granted only in such cases where local government water supply agencies are not able to supply the desired quantity of water.
- ii) All industries shall be required to adopt latest water efficient technologies so as to reduce dependence on ground water resources.
 - iii) All industries abstracting ground water in excess of 100 m³/d shall be required to undertake annual water audit through Confederation of Indian Industries (CII)/ Federation Indian Chamber of Commerce and Industry (FICCI)/ National Productivity Council (NPC) certified auditors and submit audit reports within three months of completion of the same to CGWA. All such industries shall be required to reduce their ground water use by at least 20% over the next three years through appropriate means.
 - iv) Construction of observation well(s) (piezometer)(s) within the premises and installation of appropriate water level monitoring mechanism as mentioned in General Condition no.10 shall be mandatory for industries drawing/ proposing to draw more than 10 m³/day of ground water and, Monitoring of water level shall be done by the project proponent. The piezometer (observation well) shall be constructed at a minimum distance of 15 m from the bore well/production well. Depth and aquifer zone tapped in the piezometer shall be the same as that of the pumping well/ wells. Monthly water level data shall be submitted online to the Ground Water Department, UP.
 - v) The proponent shall be required to adopt roof top rain water harvesting/ recharge in the project premises. Industries which are likely to pollute ground water (chemical, pharmaceutical, dyes, pigments, paints, textiles, tannery, pesticides/ insecticides, fertilizers, slaughter house, explosives etc.) shall store the harvested rain water in surface storage tanks for use in the industry.
 - vi) Injection of treated/ untreated waste water into aquifer system is strictly prohibited.
 - vii) Industries which are likely to cause ground water pollution e.g. Tanning, Slaughter Houses, Dye, Chemical/ Petrochemical, Coal washeries, other hazardous units etc. (as per CPCB list) need to undertake necessary well head protection measures to ensure prevention of ground water pollution.
-
- (B) **Infrastructural User:** The No Objection Certificate for ground water abstraction will be granted subject to the following specific conditions:
 - i) In case of infrastructure projects that require dewatering, proponent shall be required to carry out regular monitoring of dewatering discharge rate (using a digital water flow meter) and submit the data online to Ground Water Department, UP as applicable. Monitoring records and results should be retained by the proponent for two years, for inspection or reporting as required by District Ground Water Management Council.
 - ii) Installation of Sewage Treatment Plants (STP) shall be mandatory for new projects, where ground water requirement is more than 20 m³/day. The water from STP shall be utilized for toilet flushing, car washing, gardening etc

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

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



11:30 AM

NOC Application Form



GROUND WATER DEPARTMENT

(Namami Gange & Rural Water Supply Department)

Ministry of Jal Shakti
Government of Uttar Pradesh

Form 8 (C)

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

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

AUTHORIZATION/ NO-OBJECTION CERTIFICATE NO:

VALID UP TO : 06/10/2026

Name of the Applicant	RAGHURAJ GARG		
Address of the Applicant:	9th Km Stone , Bhopa Road , Muzaffarnagar		
Company Name:	M/s SHREE SIDHBALI PAPER MILLS LIMITED	Company Address	9TH KM, BHOPA ROAD, MUZAFFARNAGAR
Serial No. of Application Form	MZFN0821NIN0053	Date of Submission	31/08/2021
Specimen Signature of the User:			
Location particulars:			
District	Muzaffar Nagar	Block	MUZAFFARNAGAR
Plot No.	9TH KM, BHOPA ROAD, MUZAFFARNAGAR		
Municipality/Corporation	Yes	Ward No.	251001
Holding No.	251001		
Rate of Withdrawal (m3/hr.)	40.00	Date of Energization (In Case of Electric Pump)	14/02/1990
Particular of the Existing Well and Pumping Device			
Type of the Well	Tube Well/Boring	Purpose of the Well	Industrial
Assembly Size (For Tube Well)	0.00	Approx. Strainer Length (For Tube Well)	0.00
Diameter (For Dug Well)	0.00	Type of Pump to be Used:	Submersible
H.P. of the Pump:	7.50	Operational Device	Electric Motor
Maximum Allowable Rate of Withdrawal (m3/hr.):	40.00	Maximum Allowable Running Hours Per Day:	12.00
Maximum Allowable Annual Extraction of Ground Water:	144000		

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Place:

Date:



Yours Faithfully,
Signature of the Issuing Authority
and Designation

GENERAL CONDITIONS:

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

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- 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.
- 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.
- 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.
- Any other site specific requirement regarding safety and access for measurement may be taken care off.
- 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.
- Any other condition imposed by the concerned Authority.
- SPECIFIC CONDITIONS:**
- (A) For Industrial User:** No Objection Certificate for ground water extraction by industries shall be granted subject to the following specific conditions:



/1, 11:30 AM

NOC Application Form

- i) No Objection Certificate shall be granted only in such cases where local government water supply agencies are not able to supply the desired quantity of water.
- ii) All industries shall be required to adopt latest water efficient technologies so as to reduce dependence on ground water resources.
 - iii) All industries abstracting ground water in excess of 100 m³/d shall be required to undertake annual water audit through Confederation of Indian Industries (CII)/ Federation Indian Chamber of Commerce and Industry (FICCI)/ National Productivity Council (NPC) certified auditors and submit audit reports within three months of completion of the same to CGWA. All such industries shall be required to reduce their ground water use by at least 20% over the next three years through appropriate means.
 - iv) Construction of observation well(s) (piezometer)(s) within the premises and installation of appropriate water level monitoring mechanism as mentioned in General Condition no.10 shall be mandatory for industries drawing/ proposing to draw more than 10 m³ /day of ground water and. Monitoring of water level shall be done by the project proponent. The piezometer (observation well) shall be constructed at a minimum distance of 15 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.
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 - vi) Injection of treated/ untreated waste water into aquifer system is strictly prohibited.
 - vii) Industries which are likely to cause ground water pollution e.g. Tanning, Slaughter Houses, Dye, Chemical/ Petrochemical, Coal washeries, other hazardous units etc. (as per CPCB list) need to undertake necessary well head protection measures to ensure prevention of ground water pollution.
-
- **(B) Infrastructural User:** The No Objection Certificate for ground water abstraction will be granted subject to the following specific conditions:
 - i) In case of infrastructure projects that require dewatering, proponent shall be required to carry out regular monitoring of dewatering discharge rate (using a digital water flow meter) and submit the data online to Ground Water Department, UP as applicable. Monitoring records and results should be retained by the proponent for two years, for inspection or reporting as required by District Ground Water Management Council.
 - ii) Installation of Sewage Treatment Plants (STP) shall be mandatory for new projects, where ground water requirement is more than 20 m³ /day. The water from STP shall be utilized for toilet flushing, car washing, gardening etc.

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



/21, 11:32 AM

NOC Application Form



GROUND WATER DEPARTMENT

(Namami Gange & Rural Water Supply Department)

Ministry of Jal Shakti
Government of Uttar Pradesh

Form 8 (C)

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

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

AUTHORIZATION/ NO-OBJECTION CERTIFICATE NO:

VALID UP TO : 06/10/2026

Name of the Applicant	RAGHURAJ GARG		
Address of the Applicant:	9th Km Stone , Bhopa Road , Muzaffamagar		
Company Name:	M/s SHREE SIDHBALI PAPER MILLS LIMITED	Company Address	9TH KM, BHOPA ROAD, MUZAFFARNAGAR
Serial No. of Application Form	MZFN0921NIN0054	Date of Submission	02/09/2021
Specimen Signature of the User:			
Location particulars:			
District	Muzaffar Nagar	Block	MUZAFFARNAGAR
Plot No.	9TH KM, BHOPA ROAD, MUZAFFARNAGAR		
Municipality/Corporation	Yes	Ward No.	251001
Holding No.			251001
Rate of Withdrawal (m ³ /hr.)	40.00	Date of Energization (In Case of Electric Pump)	08/02/1990
Particular of the Existing Well and Pumping Device			
Type of the Well	Tube Well/Boring	Purpose of the Well	Industrial
Assembly Size (For Tube Well)	0.00	Approx. Strainer Length (For Tube Well)	0.00
Diameter (For Dug Well)	0.00	Type of Pump to be Used:	Submersible
H.P. of the Pump:	7.50	Operational Device	Electric Motor
Maximum Allowable Rate of Withdrawal (m ³ /hr.):	40.00	Maximum Allowable Running Hours Per Day:	11.00
Maximum Allowable Annual Extraction of Ground Water:			132000

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 1 day as shown at Sl. (3k), and for maximum allowable annual extraction of ground water as shown at Sl. (3k) and is valid subject to the observance of the conditions stated overleaf.

Place:

Date:



Yours Faithfully,
Signature of the Issuing Authority
and Designation

GENERAL CONDITIONS:

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

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

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

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

- The measuring frequency should be monthly and accuracy of measurement should be up to cm. the reported measurement should be given in meter upto two decimal.
- For measurement of water level sounder or automatic water level recorder (AWLR)/ Digital Automatic water level recorder (DWLR) with telemetry system should be used for accuracy.
- The measurement of water level in piezometer should be taken, only after the pumping from the surrounding tube wells has been stopped for about four to six hours.
- All the details regarding coordinates, reduced level (with respect to mean level), depth, zone taped and assembly lowered should be provided for bringing the piezometer into the Hydrograph Monitoring System for Ground Water Department, Uttar Pradesh, and for its validation.
- 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.
- 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.
- Any other site specific requirement regarding safety and access for measurement may be taken care off.
- 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.
- Any other condition imposed by the concerned Authority.
- **SPECIFIC CONDITIONS:**
- **(A) For Industrial User:** No Objection Certificate for ground water extraction by industries shall be granted subject to the following specific conditions:



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NOC Application Form

- i) No Objection Certificate shall be granted only in such cases where local government water supply agencies are not able to supply the desired quantity of water.
- ii) All industries shall be required to adopt latest water efficient technologies so as to reduce dependence on ground water resources.
- iii) All industries abstracting ground water in excess of 100 m³/d shall be required to undertake annual water audit through Confederation of Indian Industries (CII)/ Federation Indian Chamber of Commerce and Industry (FICCI)/ National Productivity Council (NPC) certified auditors and submit audit reports within three months of completion of the same to CGWA. All such industries shall be required to reduce their ground water use by at least 20% over the next three years through appropriate means.
- iv) Construction of observation well(s) (piezometer)(s) within the premises and installation of appropriate water level monitoring mechanism as mentioned in General Condition no.10 shall be mandatory for industries drawing/ proposing to draw more than 10 m³/day of ground water and. Monitoring of water level shall be done by the project proponent. The piezometer (observation well) shall be constructed at a minimum distance of 15 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.
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- **(B) Infrastructural User:** The No Objection Certificate for ground water abstraction will be granted subject to the following specific conditions:
 - i) In case of infrastructure projects that require dewatering, proponent shall be required to carry out regular monitoring of dewatering discharge rate (using a digital water flow meter) and submit the data online to Ground Water Department, UP as applicable. Monitoring records and results should be retained by the proponent for two years, for inspection or reporting as required by District Ground Water Management Council.
 - ii) Installation of Sewage Treatment Plants (STP) shall be mandatory for new projects, where ground water requirement is more than 20 m³/day. The water from STP shall be utilized for toilet flushing, car washing, gardening etc

This NOC is not authorized by any Official. This should only be used for Preview purpose.
यह अनापत्ति प्रमाणपत्र किसी प्राधिकारी द्वारा प्रमाणित नहीं है। इसे मात्र पूर्ववलोकन के उद्देश्य से प्रयोग किया जाना चाहिए।



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VAKALATNAMA
BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL, NEW DELHI
ORIGINAL APPLICATION NO. 277 OF 2022

Liyakat Ali & Ors.

....Applicants

Versus

State of U.P. & Ors.

....Respondents

KNOW ALL to whom these present shall come that I/We, M/s Shree Sidhballi Paper Mills Private Limited, the Respondent in the captioned Application, do hereby appoint Utkarsh Sharma, Advocate (Hereinafter called the Advocate(s)) to be my/our Advocate in the above-noted case and authorize him: -

TO act, appear and plead in the above-noted case in this Court.

TO sign, file, verify and present pleadings, appeals, cross-objections or petitions for executions, review, revision, withdrawal, compromise or other petitions or affidavits or other documents and do all other acts and things which may be necessary to be done for the progress and in the course of the prosecution of the said case in all its stages subject to payment of fees for each such stage.

TO withdraw or compromise the said case or submit to arbitration or mediation any differences or disputes that may arise in or in any manner touching the said case.

TO initiate and conduct execution proceedings.

And I/We undertake that I/We or my/our duly authorized agent would appear in the Court on all hearings and will inform the Advocates for appearance when the case is called.

AND I/We the undersigned do hereby agree to ratify and confirm all acts done by the Advocate or his substitute in the aforesaid matter as my/our own acts, as if done me/us to all intents and purposes and that it shall be our duty to keep constant touch with the advocate to seek updates of the case.

AND I/We hereby confirm and affirm that every application, pleadings, affidavit, submission, etc. counter-signed by us is drafted/submitted on the basis of my instructions and I/WE shall not dispute its veracity.

AND I/We the undersigned do hereby agree not to hold the Advocate or his substitute responsible for the result of the said case.

WITNESS WHEREOF I/We do hereunto set my/our hands to these presents the contents of which have been understood by me/us on this 17 day of October, 2022.

Accepted subject to the terms of the fees.

Utkarsh Sharma
 ADVOCATE UP 2599/2011

For Shree Sidhballi Paper Mills Pvt. Ltd.

Pradeep Sharma
 CLIENT Auth. Sign.

