

To,

**The Director IA-III (Infra-2),
Ministry of Environment, Forests & Climate Change,
Indira Paryavaran Bhawan,
Jor Bagh Road,
New Delhi - 110003**

Memo No. EE/PNP/ 10591 Dated: 16/11/2018

Subject: - Reply to the queries raised by Committee members in the 33rd EAC meeting held on 10th August'2018

Ref: - 33rd EAC meeting Sr. No. 33.4.14 expansion of Common Effluent Treatment Plant (CETP) by M/s. Haryana Urban Development Authority (HUDA) Now M/s. Haryana Shahari Vikas Pradhikaran (HSVP), at Sector-29 Part-II Panipat, Haryana

Dear Sir,

In context with above mentioned reference, we Haryana Shahari Vikas Pradhikaran (HSVP), had proposed Common Effluent Treatment Plant at Sector-29 P-II, Panipat, Haryana State. The point wise reply of query raised by EAC is attached.

You are requested to kindly consider the case for grant of Environment Clearance (EC).

Thanking You,

Enclosed – As mentioned above


Jagmal
Executive Engineer,
HSVP, Division, Panipat.

Point wise Query raised by EAC in its 33rd EAC Meeting held on 10.08.18

Point no.1: Why Haryana State Pollution Control Board granted CTO only for 18 MLD capacity.

Reply: The CTO given by Haryana State Pollution Control Board for the period of 1/04/2016-30/09/2020 (**Annexure-I**) for treatment of 18 MLD industrial effluent is based on flow data of the quantity of effluent received at CETP. This was due to then the no. of industrial units and quantum of effluent being generated prior to April'2016 and also pipeline structure which was able to support the convenience of effluent from various industries.

As a part of implementation of action plan prepared by the HSPCB for improving the status of environment of Panipat Critically Polluted Area and also in order to comply with the NGT directions, HUDA planned to shift the textile units in Panipat to a single sector and accordingly acquired the land for industries Urban Estate (UE) as per the development plan of Panipat town.

The HUDA Textile cluster has now about 261 wet processing industries spread across Sector 29, part II and in order to treat the enhanced quantities of effluent being generated by these units HUDA proposes to upgrade CETP-1 & CETP-2 to a Zero Liquid Discharge (ZLD) system to handle 42 MLD of industrial effluent.

Point no.2: Specify the quantities of wastes being handled currently.

Reply: The Quantum of effluent being handled currently in the CETP is upto 21 MLD consisting of 20 MLD of industrial effluent and 1 MLD domestic waste having revised valid CTO issued by HSPCB. **Annexure -II**

Point no. 3: Submit a compliance report on the consents from the SPCB.

Reply: As per the consent issued by HSPCB, the CETP is complying to the prescribed discharge standards. The monitoring report of NITRA & HSPCB is attached as **Annexure -III & IV**

Point no. 4: Submit comparative environment statement for existing and proposed expansion.

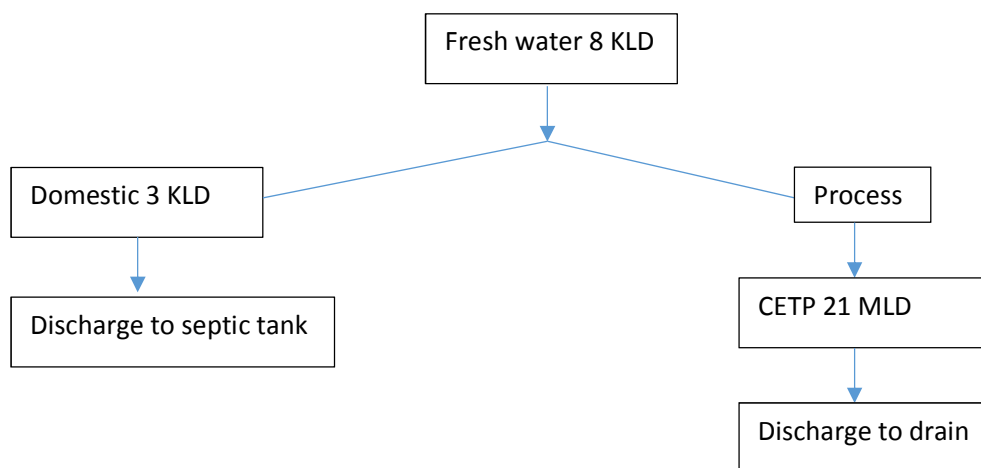
Reply: Environment Statement of existing and proposed CETP

Particulars	Existing	Proposed
Capacity of CETP(m3/day)	21000(21 MLD)	42000(42 MLD)
Water Consumption(m3/day)		
Process	7	10
Cooling	-	-

Domestic	3	5
Quantity of effluent discharge (m3/day)	2100	0
Solid/Hazardous waste (MT/month)	5	16.41

Point no.5: Submit detailed water balance for the entire project (existing and proposed).

Reply: Existing Water Balance is given below:



The water balance proposed for proposed CETP of 42 MLD capacity with ZLD technology is attached as **Annexure V**

Point no.6: Submit CGWA clearance for existing project.

Reply: The existing source of water is from Ahulana Distributary RD 1760L for sector 29(Part-II) for supply of 17 cusec of water. Letter from Chief Engineer is attached as **Annexure VI**.

Point no.7: Submit valid MOU with TSDF.

Reply: An MOU is made with the TSDF site by the name GEPIL located at Faridabad, Haryana. It is valid for a period of 5 years from 29th June 2017. Copy of Agreement is attached as **Annexure VII**

Point no.8: Plan for Corporate Environment Responsibility (CER) as specified under Ministry's Office Memorandum vide F.No. 22-65/2017-IA.III dated 1st May 2018 shall be submitted.

Reply: HUDA, Panipat is committed towards Environment Responsibilities, and budget is planned for 1.0 % (40 Lakh) of the total project cost (40 crore).

Programmes:

1. Solar Lightning system will be done in the nearby area.
2. Provision of Rain water Harvesting

3. Plantation will be done near the Project site.
4. Separate Public Toilets will be constructed in nearby area for Male and Female.
5. Provision of drinking water & sanitation facilities in nearby schools
6. Skill upgradation

BUDGET FOR ENTERPRISE SOCIAL RESPONSIBILITY ACTIVITIES(Rs in lakhs)

S. No.	Description	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	Total
1	Solar Lightning system will be done in the nearby area	2.0	2.1	2.0	2.0	2.0	10.1
2	Provision of Rain water Harvesting & its maintenance	4.5	1.5	1.4	1.5	1.8	10.7
3	Plantation will be done near the Project site.	2.5	1.8	1.8	1.8	1.8	9.7
4	Separate Public Toilets will be constructed in nearby area for Male and Female.	3.0	2.0	-	-	-	5.0
5	Provision of drinking water & sanitation facilities in nearby schools Skill upgradation	3.0	1.5	-	-	-	4.5
Total amount to be spent on ESC activity in Lakh							40.0

Point no.9: Explain the conveyance system to the ETP, the primary treatment to be provided by Member units, disposal of rejects and condensates, the concept and need for the ZLD and the buy-back arrangement of treated water from member units/areas.

Reply: Conveyance System

FOR RAW EFFLUENT

There is an existing Collection and Conveyance System for Raw Effluent line in Sector 29 (Part- II) transporting the Raw effluent from the Textile member dyeing units in Sector 29 (Part II) to the existing 21 MLD CETP.

Based on an evaluation carried out on the adequacy of the existing Collection & Conveyance (C&C) System to cater to the proposed 42 MLD ZLD-CETP. for 8, 12 and 24 hours of Textile

units operation with an option of exploring the possibility of retaining the existing raw effluent pipeline network at various stretches. The design for the collection and conveyance system is based on the following factors:

1. Capacity requirement by HUDA
2. Possibility of utilization of Existing infrastructure for C&C System
3. Capex and Opex
4. Pipeline sizing to CETP design capacity (of 42 MLD)

36% of replacement is adequate to cater flow of 42 MLD, The schematic plan of pipe line is shown in Fig 1 and 2.

FOR RECOVERED WATER

Recovered Water Distribution shall be done through pipeline. As the CETP is currently designed for a capacity of 42 MLD, the maximum quantity of recovered water generated for a full plant capacity would only be about 40 MLD. Therefore, instead of one line, 2 lines are proposed to be laid simultaneously. The Recovered Water is proposed to be conveyed through two separate pumping lines from treated water collection sump in CETP to existing raw water reservoir, running parallel with sizes of 1000 mm each made of DI K-9 class pipe with length of about 3500m. While the first line would be utilized immediately, the other line can be utilized as and when the CETP capacity increases upto 42 MLD .

FOR BRINE

The brine solution recovered from the ZLD based CETP is proposed to be distributed back to the individual member units through HDPE pipes through pumping. The length of pipeline has been worked out about 15000 MT for distributing 1957 cum/day of brine @ 12 hours pumping. The details of complete distribution system is shown below.

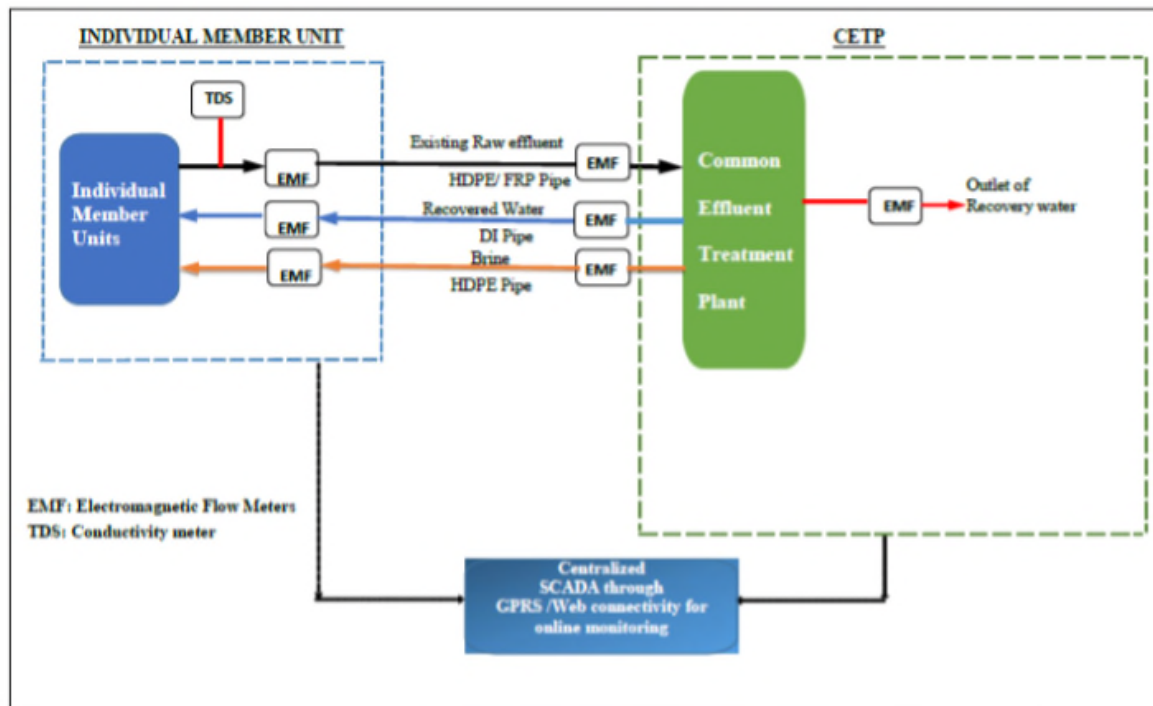


FIGURE 1 SCHEMATIC C&C SYSTEM – WEB BASED ON-LINE MONITORING SYSTEM

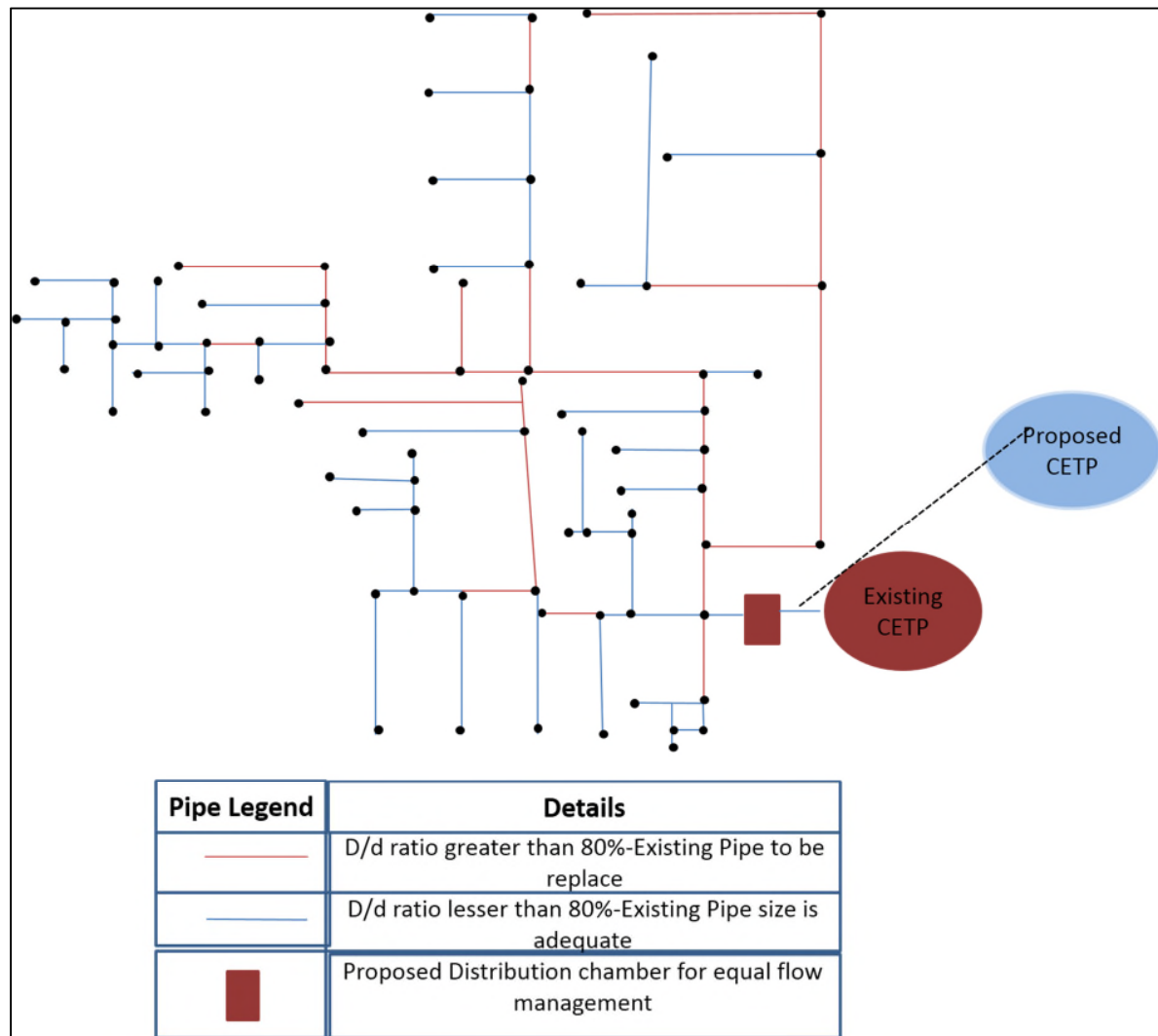


FIGURE 2 LAYOUT OF EFFLUENT COLLECTION SYSTEM IN PANIPAT TEXTILE CLUSTER FOR 42MLD WITH 8 HRS OPERATION-RESULTS OF VELOCITY CRITERIA

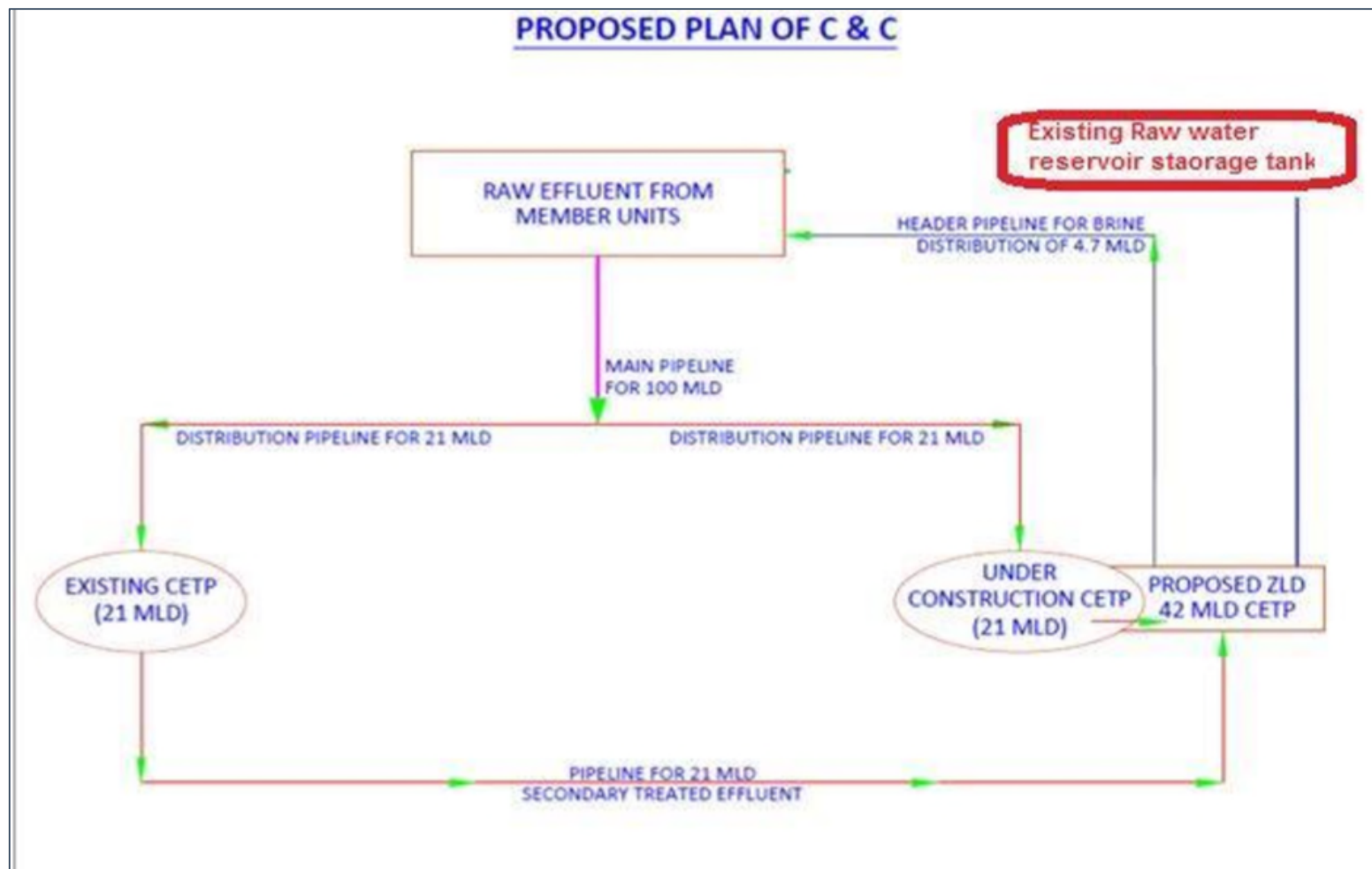
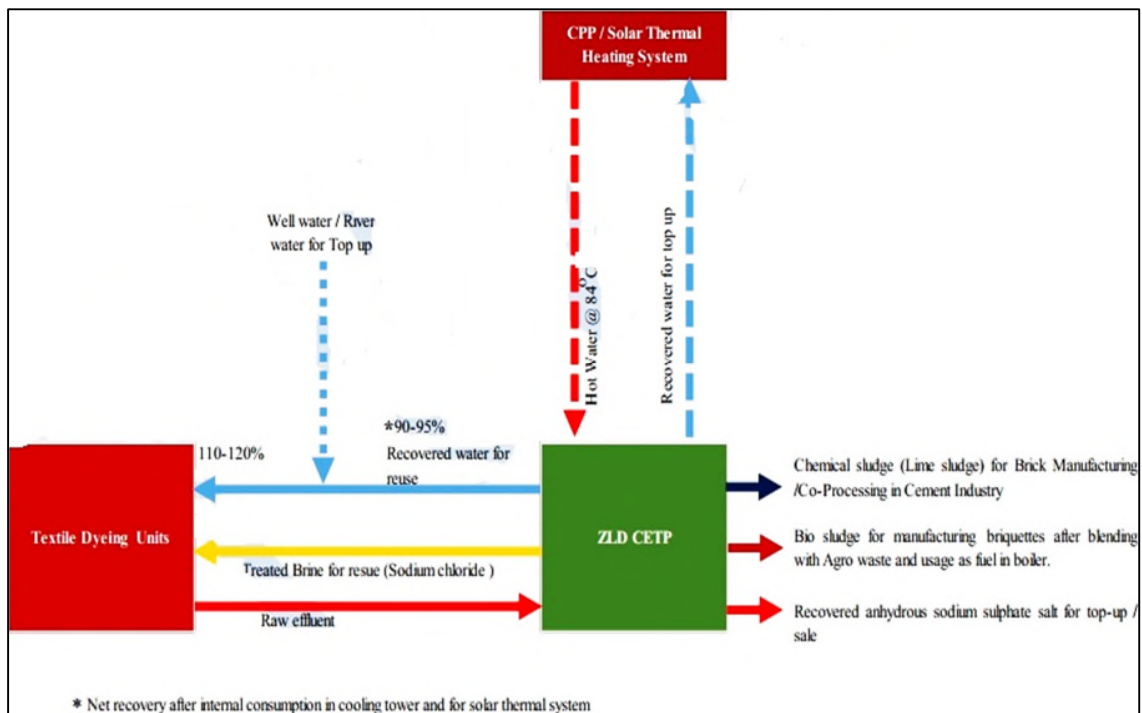


FIGURE 3 PROPOSED COLLECTION AND CONVEYANCE SYSTEM

Need of ZLD: CETPs were established for some of most polluting industries which includes textile dyeing. These CETPs employed conventional and well established physico-chemical- followed by aerobic biological treatment technologies, which helped remove a host of contaminants such as organics, heavy metals, and solids. These systems, while treating the wastewater to reduce pollutants also generated chemical and bio sludge. However, it failed to address the issue of salinity in the wastewaters from Textile effluents, which was in the range of 6000-7000 mg/l . These were mostly chlorides, sulphates and other salts which increased the salinity of the receiving water bodies such as rivers, lakes and ground water and also affected large tracts of soil severely impacting agriculture. Thus the ZLD is being recommended for textile clusters, through court directions.

Zero Liquid Discharge ensure closed loop water circuit and elimination of wastewater discharges.



The ZLD scheme along with method which we are proposing for this project is attached as **Annexure V**.



**HARYANA STATE POLLUTION CONTROL BOARD
C-11, SECTOR-6, PANCHKULA**

Website – www.hspcb.gov.in E-Mail - hspcb.pkl@sifymail.com

Tele Fax No. – 0172-2577870-73

No. HSPCB/Consent/ : 2803916PITCTO2606091

Dated:13/01/2016

To

**M/s :CETP, SECTOR 29, PART II, HUDA
SECTOR 29, PART II, HUDA, PANIPAT
PANIPAT**

Subject: Grant of Consent to operate for discharge of effluent under section 25/26 of the Water(Prevention & Control of Pollution) Act, 1974, from 01/04/2016 - 30/09/2020

Please refer to your consent application received on dated **2015-12-29** in Regional Officer, Panipat on the subject cited above.

With reference to your above application for consent for the discharge of domestic effluent and trade effluent under Water (Prevention & Control of Pollution) Act, 1974 hereinafter referred as the Act M/s **CETP, SECTOR 29, PART II, HUDA** is hereby authorized by the Haryana State Pollution Control Board, to discharge their effluent arising out of their premises in accordance with the terms and conditions as mentioned below:-

1. The daily quantity of domestic effluent from the factory shall not exceed **2 KLD**
2. The daily quantity of the industrial effluent (Process, floor & equipment wash, cooling and bleed water) from the factory shall not exceed **18000 KLD**
3. **The industry has been assessed for the purpose of Consent to operate fee with investment cost (land, building, plant and machinery) of Rs. 1731.1 Lakh. In case the investment cost varies as per the annual report for the years duly audited by the Chartered Accountant, the difference of Consent to operate fee, if any, arises, the industry shall pay the same amount within one month of the receipt of notice from the Board in this regard.**
4. The consent to operate shall be valid for the period from **01/04/2016 - 30/09/2020**
5. The industry shall ensure that various characteristics of the effluents remain within the tolerance limits as specified in EPA Standard and as amended from time to time and at no time the concentration of any characteristics should exceed these limits for discharge.
6. The industry would immediately submit the revised application to the Board in the event of any change in the raw material in process, mode of treatment/discharge of effluent.
In case of change of process at any stage during the consent period, the industry shall submit fresh consent application alongwith the consent to operate fee, if found due, which may be on any account and that shall be paid by the industry and the industry would immediately submit the consent application to the Board in the event of any change during the year in the raw material, quantity, quality of the effluent, mode of discharge, treatment facilities etc.
7. The officer/official of the Board shall reserve the right to access for the inspection of the industry in connection with the various process and the treatment facilities. The consent to operate is subject to review by the Board at any time.
8. The industry shall not discharge any altered quantity/quality of the trade/domestic effluent without prior permission of the Board.

9. Permissible limits for any pollutants mentioned in the consent to operate order should not exceed the concentration permitted in the effluent by the Board.
10. The industry shall pay the balance fee, in case it is found due from the industry at any time later on.
11. In case the industrial unit uses the Municipal/HUDA/Industrial Estate Sewerage system for disposal of effluent for the final disposal they will submit the sewerage connection certificate.
12. If the industry fails to adhere to any of the conditions of this consent to operate order, the consent to operate so granted shall automatically lapse.
13. The industry will plant minimum three varieties (Eucalyptus, Su Babul or any suitable variety) of trees in the vacant area.
14. The consent to operate under Air (Prevention & Control of Pollution) Act, 1981 should be obtained.
15. The industry shall obtain Authorization under Hazardous Waste (Management handling and transbonding movement) Rules, 2008 as amended to date.
16. The industry shall install separate Energy Meter for ETP and also maintain log book for energy and chemical consumption.
17. The industry shall obtain permission from Irrigation Department for discharging effluent into any drain/water bodies.
18. If the industry is closed temporarily at its own, they shall inform the Board and obtain permission before restart of the unit.
19. The industry shall provide non-leachate storage facilities for storage of Hazardous Waste or dispose off same in the common facilities & will adhere to the norms laid down as per the amended notification under HWTM Rules, 2008
20. The industry shall submit A/R once in 3 months in case of 17 categories and other categories. The L&M shall submit A/R once in 6 months.
21. The industry shall comply the Public Liability Insurance Rules, 1991, as amended to date.
22. The industry shall submit Environmental Audit /Report once in a year.
23. The industry shall obtain Environmental Clearance, if applicable as per MOEF Notification.
24. The industry shall inform to HO/RO office immediately by FAX in case of failure of ETP.
25. In case of bye passing the effluent the consent to operate shall be deemed revoke.
26. The industry shall comply all the Directions/ Rules/Instructions issued from time to time by the Board.

Specific Conditions :

Other Conditions :

1. 1. That the unit shall submit analysis report on yearly basis and keep all the parameters within the prescribed limits and shall comply with all the Norms and Rules as prescribed in the Act
2. That the unit will apply for CTO before 90 days of expiry of CTO along with all required documents as per policy .
3. The unit will comply the direction of Zero liquid discharge as per time schedule of cpcb .
4. That the CTO so granted shall become invalid in case of violation of any of the above law/Rules/ conditions.

Regional Officer, HQ
For and be'half of chairman
Haryana State Pollution Control Board,
Panchkula.

---It is system generated certificate no signature is required---



HARYANA STATE POLLUTION CONTROL BOARD

SCO-55, Sec.25, HUDA,
Panipat Ph. 0180-2672037

E-mail: hspcb.pkl@sify.com



No. HSPCB/Consent/ : 320220918PITCTOW5778414

Dated:14/11/2018

To.

M/s :CETP, SECTOR 29, PART II, HUDA
SECTOR 29, PART II, HUDA, PANIPAT

Subject: Grant of consent to operate to M/s CETP, SECTOR 29, PART II, HUDA.

Please refer to your application no. 5778414 received on dated 2018-11-02 in regional office Panipat. With reference to your above application for consent to operate, M/s CETP, SECTOR 29, PART II, HUDA is here by granted consent as per following specification/Terms and conditions.

Consent Under	WATER
Period of consent	06/11/2018 - 30/09/2019
Industry Type	Common treatment and disposal facilities(CETP, TSDF, E- waste recycling, CBMWTF, effluent conveyance project, incinerator, solvent/acid recovery plant, MSW sanitary land fill site)
Category	RED
Investment(In Lakh)	1731.14001
Total Land Area(Sq. meter)	36414.0
Total Builtup Area(Sq. meter)	15565.0
Quantity of effluent	
1. Trade	20000.0 KL/Day
2. Domestic	1000.0 KL/Day
Number of outlets	2.0
Mode of discharge	
1. Domestic	drain
2. Trade	drain
Domestic Effluent Parameters	
1. COD	250 mg/l
2. TSS	100 mg/l
3. BOD	30 mg/l
Trade Effluent Parameters	
1. BOD	30 mg/l
2. COD	250 mg/l
3. TSS	100 mg/l
4. O & G	10 mg/l
5. Ph. Comp.	01 mg/l

6. Sulphide as S	02 mg/l
7. SAR	26
8. TDS	2100 mg/l
9. T. Chrom	02 mg/l
Number of stacks	1
Height of stack	
1. NA	
Emission parameters	
1. NA	
Product Details	
1. Trade effluent from dyeing units	21000 Kilo liters/Day
Capacity of boiler	
1. NA	Ton/hr
Type of Furnace	
1. NA	
Type of Fuel	
1. Electricity	100 Kilowatt/day
Raw Material Details	
Dyeing effluent	21000 Kilo Liters/Day

Regional Officer, Panipat
Haryana State Pollution Control Board.

Terms and conditions

1. The applicants shall maintain good house keeping both within factory and in the premises. All hose pipelines valves, storage tanks etc. shall be leak proof. In plant allowable pollutants levels, if specified by State Board should be met strictly.
2. The applicant/company shall comply with and carry out directive/orders issued by the Board in this consent order at all subsequent times without negligence of his /its part. The applicant/company shall be liable for such legal action against him as per provision of the law/act in case of violation of any order/directives. Issued at any time and or non compliance of the terms and conditions of his consent order.
3. The applicant shall make an application for grant of consent at least 90 days before the date of expiry of this consent.
4. Necessary fee as prescribed for obtaining renewal consent shall be paid by the applicant alongwith the consent application.
5. If due to any technological improvement or otherwise this Board is of opinion that all or any of the conditions referred to above required variation (including the change of any control equipment either in whole or in part) this Board shall after giving the applicant an opportunity of being heard vary all or such condition and there upon the applicant shall be bound to comply with the conditions so varied.
6. The industry shall provide adequate arrangement for fighting the accidental leakages, discharge of any pollutants gas/liquids from the vessels, mechanical equipment etc. which are likely to cause environment pollution.

7. The industry shall comply noise pollution (Regulation and control) Rules, 2000.
8. The industry shall comply all the direction/Rules/Instructions as may be issued by the MOEF/CPCB/HSPCB from time to time.
9. The industry shall ensure that various characteristics of the effluents remain within the tolerance limits as specified in EPA Standard and as amended from time to time and at no time the concentration of any characteristics should exceed these limits for discharge.
10. The industry would immediately submit the revised application to the Board in the event of any change in the raw material in process, mode of treatment/discharge of effluent. In case of change of process at any stage during the consent period, the industry shall submit fresh consent application alongwith the consent to operate fee, if found due, which may be on any account and that shall be paid by the industry and the industry would immediately submit the consent application to the Board in the event of any change during the year in the raw material, quantity, quality of the effluent, mode of discharge, treatment facilities etc.
11. The officer/official of the Board shall reserve the right to access for the inspection of the industry in connection with the various process and the treatment facilities. The consent to operate is subject to review by the Board at any time.
12. Permissible limits for any pollutants mentioned in the consent to operate order should not exceed the concentration permitted in the effluent by the Board.
13. The industry shall pay the balance fee, in case it is found due from the industry at any time later on.
14. If the industry fails to adhere to any of the conditions of this consent to operate order, the consent to operate so granted shall automatically lapse.
15. If the industry is closed temporarily at its own, they shall inform the Board and obtain permission before restart of the unit.
16. The industry shall comply all the Directions/ Rules/Instructions issued from time to time by the Board.

Specific Conditions :

1. That the HSVP will submit the analysis report of CETP as per schedule.
2. That the HSVP will operate its CETP upto 21 MLD only.
3. That HSVP submit the renewal of consent to operate three months earlier before expiry of previous consent operate from the board.

Regional Officer, Panipat
Haryana State Pollution Control Board.

NORTHERN INDIA TEXTILE RESEARCH ASSOCIATION

(Linked to Ministry of Textiles, Government of India)

Sector-23, Rajnagar, Ghaziabad-201 002 India; Fax : 0120-2783596 E-mail : mail@nitratextile.org

Phone : 0120-2786434/451, 2783334/586/592/638/090/094/095, Website: www.nitratextile.org

TEST REPORT

☐ Chemical ☐ Eco ☒ Environment ☐ Physical ☐ Polymer & Technical Textiles ☐ CoE

ULR-XT085318000000043F

Office of the Sub Divisional Engineer
HUDA Sub Division No. III
Sector 18
Panipat (Haryana)

R-03A

Report No. : Env/2018-19/785

Customer's Ref. : Memo S.No.04 dated 04-09-2018

Dispatch Ref. : NITRA/Env.Lab/2018-19/

Date : 2586

Kind Attn.: Sub Divisional Engineer

Sample Description: One sample in plastic can marked by customer as "Treated Effluent Sample of CETP, Sector 29-II, Panipat"

Date of Sample Receiving: 05-09-2018

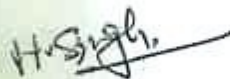
Date of Result Reporting: 12-09-2018

Condition of Sample: Liquid

Size of Sample: 2 Liters

S. No.	Test Parameters	Test Method	Unit	Test Result (SC/1517)
1	pH Value	APHA	-	7.90
2	Total Suspended Solids	APHA	mg/l	12
3	Chemical Oxygen Demand	APHA	mg/l	93.1
4	Biochemical Oxygen Demand (3 days, 27 °C)	APHA	mg/l	19.3
5	Oil and Grease	APHA	mg/l	7.5

Any Observation/ Comments: N/A



(Authorized Signatory)



(Head of Division/ Officer In-Charge)

Page 1 of 1

:- End of Report: -

HARYANA TEST HOUSE Annexure IIIB



& Consultancy Services
NABL ACCREDITED LABORATORY

50-C, Sector-25 Part-II, HUDA, PANIPAT-132 104 (H.R.)

Contact : (M) 86077-70160, (O) 0180-2671112

Web Site : www.haryanatesthouse.net, e-mail : info@haryanatesthouse.net, haryanatesthousecs@gmail.com

Recognition / Accreditation : MoEF / NABL / BIS / FSSAI / PPCB / HSPCB / ISO 9001, 14001, 18001 Certified Lab.

TEST CERTIFICATE

Date: 24.09.2018

Report No: 180919002

Issued to:
SUB DIVISIONAL ENGINEER,
HUDA, Division No. III,
Panipat (HR)

Party's Ref No: Memo No. S No. 5, Dt.: 19.09.2018

Job Order No: HTH/CH/180919002-003,
Dt.: 19.09.2018

Sample Description: Effluent water sample (CETP- Inlet & Outlet, Sector- 29, Part- II, Panipat)
Month : Sep 2018

Sample type	: Effluent Water
Date of sampling	: 19.09.2018
Date of receipt of sample	: 19.09.2018
Sample location	: CETP - Inlet & Outlet (CETP- Inlet & Outlet, Sector- 29, Part- II, Panipat)
Sample quantity	: 2 litre each
Purpose of analysis	: Monitoring
Sample collected/ supplied by	: By our Lab. Representative
Period of testing	: 19.09.2018 to 24.09.2018

Test Results

Sr. No.	Parameters	CETP - Inlet	CETP - Outlet	Specification Environment Protection Act 1986 (Inland Surface Water)	Protocol Used
1	pH	7.23	7.97	9.5 to 9.0	IS 3025 (P-11) : 1983
2	COD, mg/l	627.0	120.0	250 max.	IS 3025 (P-58) : 2006
3	BOD at 27°C for 3 days, mg/l	263.0	26.0	30 max.	IS 3025 (P-44) : 1993
4	Total Suspended Solids, mg/l	112.0	21.0	100 max.	IS 3025 (P-17) : 1993

TOTD
Mfr (Lab.) / Sr. Chemist

24.09.18

Authorised Signatory
(Page 3 of 1)

Contact Nos. : 098966-00073 (Off. /Acc.), 099916-75756 (Env.)

This report is not to be reproduced wholly or in part and cannot be used as an evidence in the court of law.
This report should not be used in any advertising media without our special permission in writing.
Sample will be destroyed after one month from the date of issue of test certificate.
The results are related to the test items only.



Type of Sample:-Monitoring

Haryana State Pollution Control Board's Laboratory
SCO-115, 1st & 2nd Floor, Sec-25, Panchkula, Haryana

To

The Member Secretary,
Haryana State Pollution Control Board
Panchkula

Report No.5367

Dated: 12-11-2018

Description: Received on 04/11/2018 a sample of Water collected by Sh. Bhupinder Singh, RO and Sh. Sandeep Kumar, AEE collected from M/s CETP, Sector 29 Part-II, HSVP, Panipat on 03/11/2018.
The sample has been analysed from 04/11/2018 to 12/11/2018.

Analysis Report

<u>Sr. No.</u>	<u>Parameter Name</u>	<u>Result</u>	<u>Result</u>	<u>Limit</u>	<u>Test Method</u>
1.	Sample No.	6865	6866		-
2.	Sample collected from	Inlet of CETP	Outlet of CETP		-
3.	Appearance	Blackish	Blackish		-
4.	Odour	Bad	Mild		-
5.	pH value	6.80	7.12	5.5-9.0	APHA, 4500-H+B
6.	Suspended Solids (mg/l)	148.0	42.0	100	APHA, 2540-D
7.	BOD (3 days at 27° C) mg/l	132.5	21.0	30	IS:3025(P-44)
8.	COD mg/l	473.6	115.2	250	APHA, 5220-B
9.	Oil and Grease mg/l	12.5	2.5	10	APHA, 5520-B
10.	Conductivity Micro S/cm	3980.0	2650.0		-
11.	Ammonical Nitrogen (as N) mg/l	N.D.	N.D.		-
12.	Total Dissolved Solid mg/l	2326.0	1400.0		-

Sample Collected/Not Collected by us
Sample Consumed in testing
JSA
Manjall
SSA
Sukhram
Analyst
Harish Chandra
Laboratory Incharge
Rajesh GarhiaCC to Regional Office Panipat The test report relate only to the particular sample submitted for testing.



Type of Sample:-Monitoring
Haryana State Pollution Control Board's Laboratory
SCO-115, 1st & 2nd Floor, Sec-25, Panchkula, Haryana

To

The Member Secretary,
Haryana State Pollution Control Board
Panchkula

Report No.5367

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The sample has been analysed from 04/11/2018 to 12/11/2018.

Analysis Report

<u>Sr. No.</u>	<u>Parameter Name</u>	<u>Result</u>	<u>Result</u>	<u>Limit</u>	<u>Test Method</u>
13.	Phenolic Compund (C ₆ H ₅ OH)mg/l	N.D.	N.D.	1.0	-
14.	Total Chromium (as Cr) mg/l	N.D.	N.D.	2.0	-
15.	Sulphide (as S) mg/l	3.2	0.8	2.0	-
16.	Sodium Absorption Ratio (SAR)	12.61	7.88		-

Sample Collected/Not Collected by us
Sample Consumed in testing

JSA
Manjali

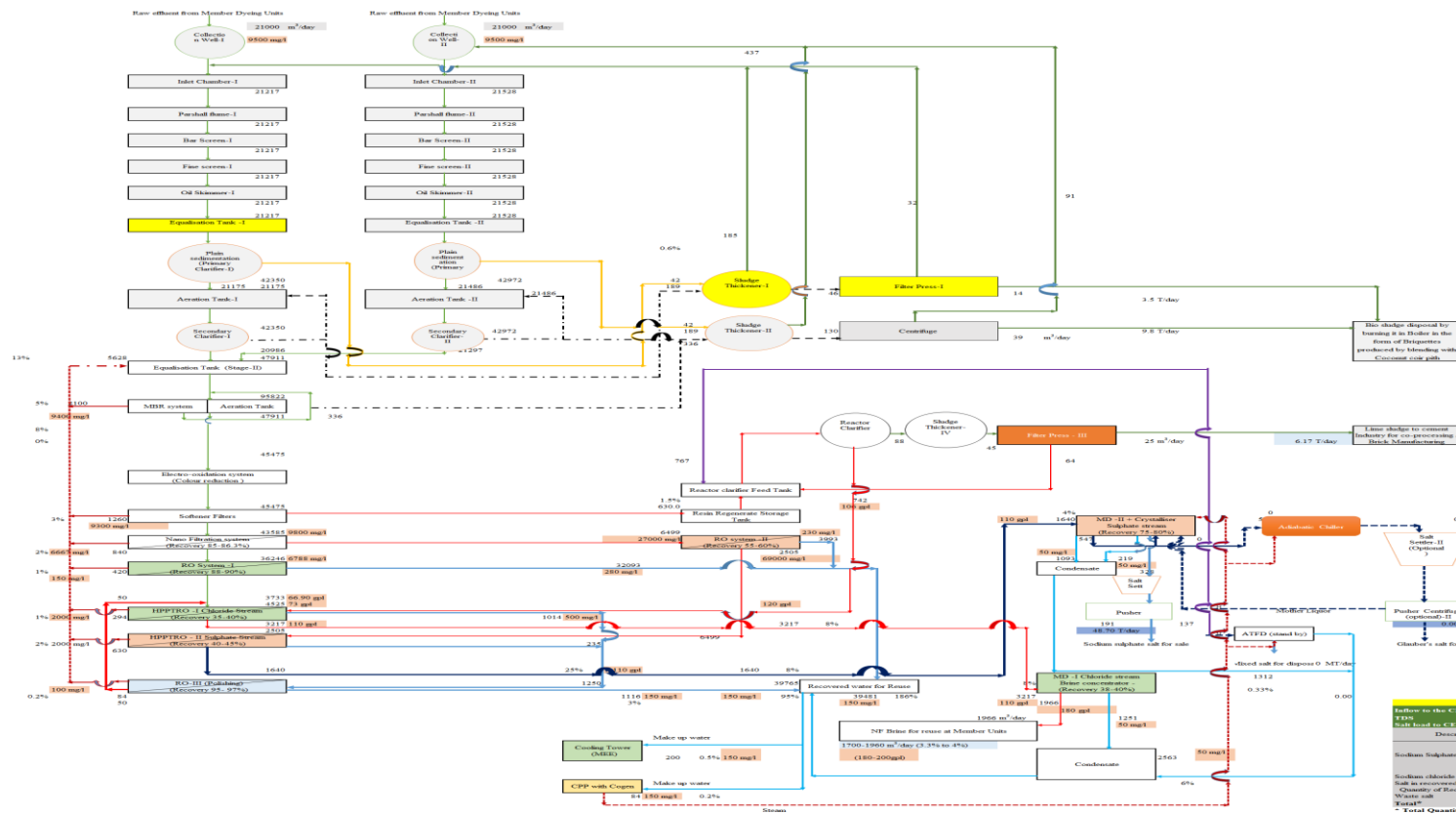
SSA
Sukhram

Analyst
Harish Chandra

Laboratory Incharge
Rajesh Garhia

CC to Regional Office Panipat The test report relate only to the particular sample submitted for testing.

PROCESS FLOW DIAGRAM WITH WATER BALANCE FOR 42 MLD CAPACITY ZLD BASED CETP AT PANIPAT WITH IMPROVED BRINE RESUE TECHNOLOGY - OPTION-I (MD WITH SOLAR THERMAL SYSTEM)



Quality of recovered Sodium sulphate salt		
pH	7	Min 5 Max 9
Purity %		90% 95%
Calcium %		Nil Nil
Magnesium %		Nil Nil
Chloride %		0.3 0.2

Salt balance in SE based ZLD CETP				
Inflow to the CETP	m ³ /day		420000	
Effluent	m ³ /day		92000	
Salt load to CETP	Tons/day		3.54	
Description	Min (T/day)	Max (T/day)	Min	Recovery(%)
Sodium Sulphate salt	40.8	48.7		13%
Sodium chloride in Brine solution	3.08	3.54		92%
Salt in recovered water	8.64	0.9		3%
Quantity of Recovered salt	2.50	1.13		107%
Waste salt	0.00	0.0		0%
Total	5.80	43.3		107%

* Total Quantity of salt indicated is after addition of process/treatment chemicals in various units.

	Chloride stream	
	Sulfate stream	
	Existing Components:	
	Proposed Components:	
	Backwash effluent	
	Rare effluent / Treated effluent	
	Reject line / chloride stream	
	Sulfate stream	
	Recovered water line	

NAME OF THE CLIENT
Haryana Urban Development Authority (HUDA), Panipat

TITLE
**M/s. Tamilnada Water Investment Company Limited,
"Padma Towers" (SPIC Annex Bldg.) 1st Floor,
No. 69 Main Road, Conch, Chennai - 600 042.
Process Flow sheet with water balance for "2 MLD ZLD based
CTP/Panipat, HUDA"**

DWG. NO.			SHEET
1	NTS		
0	NTS	12-03-20	K.B.
REV	SCALE	DATE	DRAWN BY
			REVISED BY
			APPROD.
			ISSUED

Warning:
This Process Flow Diagram contains confidential property information of Tamilnada Water Investment Company Limited, any unauthorised exhibition or copying of this material is strictly prohibited unless

WATER BALANCE						
RECOVERY	Water for reuse in Industries	m ³	29481	94.00%		
	Water solution for Reuse	m ³	19666	4.88%		99.36%
	Water for MEE cooling Tower makeup	m ³	200	0.48%		
	Make up water for Boiler	m ³	84	0.20%		
	Reboiler and Heat exchanger top overhead & tank bottom top	m ³	212	0.13%		
LOSS	Current Industries for cooling	m ³	25	0.06%		
	Aerospace Production Air to cool	m ³	191	0.46%		0.64%
	Wastage & air leaked from	m ³				
TOTAL			42000	100%	100%	

No. 5

5/12/679/03

Dated 3-1-2011



Chief Engineer/YWS (North),
Irrigation Department Haryana,
Panchkula.

Chief Administrator,
Haryana Urban Development Authority,
C-3, HUDA Complex, Sector-6,
Panchkula-134109.

6-1-11
259
CE

To

Subject:

Permission for raw water outlet connection from RD 1760-L
Ahulana Distributory for Sector-29 (Part-II), Urban estate.

Reference: Your office D.O. No. 13120 dated 4.10.2010.

In this connection it is intimated that Government has approved the proposal vide Govt. memo No. 2/195/2010-1 IW dated 9.12.2010 for sanctioning outlet of 17 Cs. in place of existing outlet of 5 Cs. (Five) (i.e. for additional water of 12 Cs.) from RD 1760-L of Ahunlana Disty. for Sector 29 (Part-II) Urban Estate, Panipat for supplying water to dying units as per orders of Hon'ble Punjab & Haryana High Court in CV/P No. 8497 of 2009. Cost of remodeling of Head regulator and Anulana Disty. will be borne by HUDA, Panipat.

Executive Engineer/YWS,
for Chief Engineer/YWS (N),
Irrigation Department, Haryana
Panchkula.

① with copy of file

② Please send a copy
to S/S (S) / ECE PPT
for file & no.

7/1/2011

Sahr 29

Copy of letter No. 5402/YWS dt. 29/6/07 from the CE/YWSU, H.D. Panchkula to the S.E. YWS Circle, Karnal.

Subject:- Permission for raw water outlet connection from RD. 1760-L Ahulana Disty. for Sector-29, Part-II U/E, Panipat.

Ref:- Your U.O. No. 86 dated 10.5.2007.

Govt. has approved the proposal for supply of Raw water outlet connection from RD. 1760/L Ahulana Disty. for sector 29 part-II U/E, Panipat for 5 Cs. discharge only with the condition that no further request for enhancement of supply will be entertained.

Copy of letter No. 5329/29-W dt. 12/7/07 from the SE/YWS Circle, Karnal to the A.E. W.S. Div. Panipat for information & n/action pl.

No. 635859 /2-G

Dated: 16/7/07

Copy to S.D.O. Israna Water Services Sub Divn. Panipat and Executive Engineer, HUDA Division, Panipat for information & necessary action. S.D.O. Israna W/S Sub Divn. Panipat is requested to submit the design & cost involved for connection of water supply chargeable to HUDA immediately.

Sd/-
Executive Engineer,
Panipat W/S Division,
Panipat.

Attested

Sd/-
S.D.O. Israna
W/S Sub Divn. Panipat

Sahr 29

Copy of letter NO. 5402/YMS dt. 29/6/07 from the CE/YMSU, HHD,
Karnale to the S.E. YMS Circle, Karnale.

Subject:- Permission for raw water outlet connection from
RD. 1760-L Ahulana Disty. for Sector-29, Part-II
U/E, Panipat.

Ref:- Your U.O. NO. 86 dated 10.5.2007.

Govt. has approved the proposal for supply of
raw water outlet connection from RD. 1760/L Ahulana Disty.
for sector 29 part-II U/E, Panipat for 5 Cs. discharge only
with the condition that no further request for enhancement
of supply will be entertained.

Copy of letter NO. 5329/29-W dt. 12/7/07 from the SE/YMS
Circle, Karnale to the XEN W.S. DN. Panipat for information &
action pl.

Engineer, HUDA, Panchkula for information.

NO. 635859 /2-G Dated: 16/7/07

Copy to S.D.O. Israna Water Services Sub Divn.
Panipat and Executive Engineer, HUDA Division, Panipat for
information & necessary action. S.D.O. Israna W/S Sub Divn.
Panipat is requested to submit the design & cost involved for
connection of water supply chargeable to HUDA immediately.

Sd/-
Executive Engineer,
Panipat W/S Division,
Panipat.

Attested
Sd/-
Sd/- Israna
W/S Sub Divn. Panipat



HARYANA

G 670748

THIS Agreement is made at Faridabad on this 29 day of June 2017

BY AND BETWEEN

Gujarat Enviro Protection and Infrastructure (Haryana) Pvt. Ltd., a company incorporated and registered under the provisions of the Companies Act, 1956 and having its registered office at 370, S V P Road, Shop 8, Plot 384, Cigaretwala Bldg. Opp. CBI Prathna Samaj. Nr. Harkishandas Hospital, Mumbai (Maharashtra) (hereinafter referred to as GEPIL (Haryana) which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors, representatives and permitted assignees etc.) of the FIRST PART.

AND

M/s. CETC Huda which is a Company / Partnership Firm / Proprietary Concern duly incorporated under the provisions of Sec-29 Part 2, Huda, Faridabad located at Sec-29 Part 2, Huda, Faridabad and having its registered office at Executive Engineer Huda Division Sec-18 (hereinafter referred to as The Client which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors, representatives and permitted assignees etc.) of the SECOND PART.

Recitals

WHEREAS Haryana Environmental Management Society (HEMS), a society registered under the Societies Registration Act, 1860 having its registered office at SCO 45, 1st floor, Sector -31, HUDA Market, Gurgaon, Haryana acting as a nodal agency of the Government of Haryana has awarded the work to a Consortium of Members led by Gujarat Enviro Protection & Infrastructure Ltd. (GEPIL) for development and operation of a Hazardous Waste Management Facility (HWM Facility) at Village Pali, Near Pali-Mohabatabad Stone Crusher Zone, Faridabad, Haryana on the leasehold land as per Lease Agreement executed between HEMS and Municipal Corporation, Faridabad (MCF) on 19th April 2005.

SIGNED for & on Behalf of GEPIL (Haryana)

SIGNED for & on behalf of Client

AND WHEREAS the Consortium of Members led by GEPIL have formed a Special Purpose Vehicle ("SPV") called Gujarat Enviro Protection & Infrastructure (Haryana) Pvt. Ltd. (GEPIL (Haryana)) to develop, operate and maintain the said Hazardous Waste Management Facility at Village Pali, Near Pali Mohabatabad Stone Crusher Zone, Faridabad, Haryana through an Agreement executed between HEMS, GEPIL (Haryana) and GEPIL, Surat on 30th June 2005.

AND WHEREAS the Party of the First Part is inter alia engaged in the business activities of development, operations and maintenance of infrastructure projects for hazardous waste management as specified in Hazardous Waste (Management and Handling) Rules, 1989 as amended in 2000, 2003, 2008 and now Hazardous Waste (Management, Handling and Transboundary Movement) Rules, 2016 and subsequent amendments (hereinafter referred to as "The Rules") and has been given authorization by Haryana State Pollution Control Board (HSPCB) to set up an Integrated Common Hazardous Waste Treatment, Storage & Disposal Facility (TSDF) at Pali, Near Pali Mohabatabad Stone Crusher Zone, Faridabad, Haryana.

AND WHEREAS the Party of the Second Part is generating hazardous waste and has approached the Party of the First Part for managing and disposing off its Hazardous Waste as per applicable rules since the Party of the First Part has set up the said facility at Pali, Near Pali Mohabatabad Stone Crusher Zone, Faridabad, Haryana.

AND WHEREAS the Party of the First Part has agreed to accept Hazardous Waste generated by the Party of the Second Part for collection, transportation, storage, treatment and disposal on the mutually agreed terms and conditions stated hereunder.

THIS DEED THEREFORE WITNESSES AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 "TIME" shall be stated in Hours and shall mean Indian Standard Time.
- 1.2 "DAY" means a period of twelve (12) consecutive hours beginning at 08.00 hours and ending at 20.00 hours.
- 1.3 "WEEK" means a period of seven (7) consecutive days beginning from a day.
- 1.4 "MONTH" means a period beginning at 08.00 hours on the first day of Calendar Month and ending at 08.00 hours on the first day of succeeding Calendar Month.
- 1.5 "YEAR" means a period of three hundred and sixty five (365) consecutive days or three hundred and sixty six (366) consecutive days when such period includes a twenty ninth (29th) day of February beginning at 08.00 hours from a day.
- 1.6 "FINANCIAL YEAR" means a period of three hundred and sixty five (365) consecutive days or three hundred and sixty six (366) consecutive days when such period includes a twenty ninth (29th) day of February beginning at 08.00 hours from a day. It starts from 1st day of April month of the year and ends on 31st day of March month of next year.
- 1.7 "ACTIVE TERM" means the term during which GEPIL (Haryana) shall receive, transport, store, treat, recycle, recover and dispose of the hazardous waste at the TSDF site as per authorization granted by the HSPCB.

For GUJARAT ENVIRO PROTECTION &
INFRASTRUCTURE (HARYANA) PVT. LTD.


Executive Engineer

- 1.8 "FORCE MAJEURE" means any event or circumstance or combination of events or circumstances beyond the reasonable control of either party (the "Affected Party") and such event or circumstance cannot by exercise of reasonable diligence be prevented or cause to be prevented; cannot, despite the adoption of reasonable precautions or alternative measures (where sufficient time to adopt such precautions or alternative measures before the occurrence of such event or circumstance is available) be prevented; and which materially and adversely affects such party's performance of its duties and obligations under this Agreement.
- 1.9 The headings of or title to the Clauses in this Agreement shall not be deemed to be a part thereof or be taken into consideration in the interpretation or construction thereof.
- 1.10 Words imparting the singular only also include the plural and vice versa where the context so requires.
- 1.11 "TSDF" means Treatment, Storage & Disposal Facility operated by GEPIL (Haryana) located at Village Pali, Near Pali Mohabatabad Stone Crusher Zone, Faridabad, Haryana
- 1.12 HSPCB means Haryana State Pollution Control Board, CPCB means Central Pollution Control Board and MoEF means Ministry of Environment and Forests.
- 1.13 "Client" means a Company / Partnership Firm / Proprietary Concern / Co-operative Society, AOP etc which generates hazardous wastes as defined in the Hazardous Waste (Management & Handling Rules) 1989 as amended in 2000, 2003, 2008 and now Hazardous Waste (Management, Handling and Transboundary Movement) Rules, 2016 and subsequent amendments.

2. PERIOD OF AGREEMENT

- 2.1 The present Agreement shall remain in force for the Active Term or five years from date of 29th June 2017 Agreement whichever is earlier unless terminated earlier due to any of the reasons mentioned in this Agreement.
- 2.2 GEPIL (Haryana) will issue a Registration Certificate valid for 5 years effective from 29th June 2017. The registration shall need to be renewed including execution of fresh Agreement by the Client at least three months before the expiry of the current Agreement.

3. TERMINATION OF AGREEMENT

- 3.1 Both the Parties hereto agree that the present Agreement shall automatically come to an end in any of the following eventualities:
- On expiry of Authorization granted to the Client and the same having not been renewed by the Client or of the same having not been granted by Haryana State Pollution Control Board (HSPCB).
 - On expiry of HEMS membership and the same having not been renewed by the Client or of the same having not been granted by HEMS.
- 3.2 This AGREEMENT can be terminated by the Client after giving a written Notice of at least 30 days to the other party. The provision relating to minimum charges shall be applicable, during the notice period in accordance with Clause 10.2.

- 3.3 Both the Parties hereto further agree that in case of the present Agreement coming to an end owing to any of the aforesaid eventualities, it will be the sole responsibility of the Client to handle, treat and dispose off its Hazardous Waste in accordance with the relevant provisions of law.

4. REGISTRATION

- 4.1 The Client shall pay non refundable charges of ₹ 1000=00 (Rupees One Thousand Only) towards Registration every five years.
- 4.2 The Client shall pay non refundable charges of ₹ 8000=00 (Rupees Eight Thousand Only) towards Finger Printing Analysis of the waste to be conducted by GEPIL (Haryana) for waste characterization.
- 4.3 After having registered, if the registration is terminated within the validity period of the present Agreement because of any reason stated in this Agreement, then in that event, the registration can be revived on payment of non-refundable re-registration charges of ₹ 500/- (Rupees Five hundred only). Such re-registration shall be valid till the expiry of the last Registration Certificate.
- 4.4 The registration under this Agreement is not transferable in any manner whatsoever.

5. TREATMENT & DISPOSAL CHARGES

- 5.1 The Treatment and Disposal charges for various types of hazardous wastes are mentioned in Schedule I to this Agreement. The Treatment & Disposal Charges applicable under this Agreement for different types of wastes generated by the Client are as follows:

Sr. No.	Type of Wastes	Treatment and Disposal Charges (₹ Per MT)
1	ETP Sludge	17351/-
2		
3		
4		
5		
6		
7		
8		
9		

(Attach sheets in case of more types of wastes)

- 5.2 GEPIL (Haryana) shall charge the Client towards treatment & disposal on the basis of weighment to be done at the TSDF site. If the Weigh Bridge at the site is not working, it will be weighed at an outside Weigh Bridge approved by GEPIL (Haryana).
- 5.3 The rates specified in Schedule I to this Agreement are based on general characteristics of the specified type of waste. In case any waste of the Client that

For GUJARAT ENVIRONMENT PROTECTION &
INFRASTRUCTURE (HARYANA) PVT. LTD.

AUTHORIZED SIGNATORY

SIGNED for & on Behalf of GEPIL (Haryana)



UD DIVISION, PANIPAT
SIGNED for & on behalf of Client

either does not fall under the mentioned categories or requires special type of treatment before or after disposal, the Client agrees to pay the rates for the same which shall be fixed on case to case basis depending upon the characteristics of the waste & treatment required in consultation with HEMS.

6. TRANSPORTATION CHARGES

- 6.1 The Client has requested GEPIL (Haryana) to provide NIL numbers of storage containers of NA capacity each to avoid frequent transportation. GEPIL (Haryana) has agreed to provide the said containers in consideration of which the client has agreed to pay ₹. NA (Rupees NA) as interest free security deposit to GEPIL (Haryana). The Client shall be responsible for the security and upkeep of as well as any damage caused to the container while it is lying at the premises of the Client.
- 6.2 M/s. GEPIL (Haryana) shall provide the fleet of waste transport vehicles of different capacities duly authorized by HSPCB. As per the requirements of the Client, lowest capacity vehicle for transporting its Hazardous Waste on full vehicle load basis to the TSDF Site shall be sent by GEPIL (Haryana) at the cost of the Client.
- 6.3 The Transportation Charges for transportation of waste from location of Client to the TSDF site are mentioned in Schedule II to this Agreement.
- 6.4 The Transportation Charges applicable under this Agreement at the current rates, excluding taxes, are ₹. (AS PER SCHEDULE -2) per km per MT Taxes, as applicable, are payable extra.

7. REVISION OF CHARGES

- 7.1 The Client covenants that various notified charges like Treatment & Disposal Charges, Transportation Charges etc and any other unforeseen charges under this Agreement for its Hazardous Waste shall be subject to revision and inclusion during the currency of this Agreement in consultation with HEMS, as and when such revision is called for due to any reason whatsoever. GEPIL (Haryana) shall inform the Client about such revisions in advance through a separate letter.
- 7.2 All Government, municipal, panchayat taxes, duties, levies, octroi, tolls, service tax etc., as applicable from time to time, related to transportation, treatment, storage, disposal and other services rendered under this Agreement shall be borne by the Client. In case the same are paid by GEPIL (Haryana), the Client shall reimburse the amount thereof to GEPIL (Haryana).
- 7.3 Service Tax or any other existing taxes as applicable presently on services related to disposal of hazardous waste have to be paid by the client.

8. OBLIGATIONS OF THE CLIENT

- 8.1 While entering into the present Agreement with GEPIL (Haryana), the Client shall submit the categories of Hazardous Waste along with the quantity and its desire to dispose off the same by GEPIL (Haryana). The said categories of Hazardous Waste shall be as per the parameters specified in the Schedules of Hazardous Waste (Management, Handling & Transboundary Movement) Rules 2008, as amended from time to time.



- 8.2 The Client shall get the Authorization from HSPCB permitting the Client to send its Hazardous Waste to the TSDF Site for treatment and disposal and that it shall be the responsibility of the Client to get the same renewed from time to time, failing which GEPIL (Haryana) reserves its right to repudiate the present Agreement under intimation to HSPCB and HEMS.
- 8.3 The Client shall make all the proper, necessary and adequate arrangement for keeping production records and the Hazardous Waste generated from these processes. The Client shall provide relevant and correct information with respect to process, waste quantity and characteristics (physical & chemical), nature and toxicity of waste as and when asked for by GEPIL (Haryana). This information may be forwarded to HSPCB / CPCB / MoEF/ any other Statutory Authority, if asked for.
- 8.4 The Client shall be required to maintain the record of Hazardous Wastes generated, stored and sent for treatment and disposal to GEPIL (Haryana). The records so maintained shall be subject to cross check and physical verification by authorized representative of GEPIL (Haryana) through visit to Client's premises.
- 8.5 GEPIL (Haryana) reserves right to reject collection of the hazardous waste spilled over the ground and containers whose exteriors are soiled by spillages. The Client shall locate the storage facility in such a way so that the same shall be accessible to the waste transport vehicles of GEPIL (Haryana).

8.6 Dispatch and Detention of Transport Vehicle

- i. The Client is required to intimate GEPIL (Haryana) when it has minimum one vehicle load of waste to be lifted, through letter / Fax / Email to send waste transport vehicle at least five days in advance from the date of collection.
- ii. On arrival of the same at the Client's site, the Client shall be responsible for loading its Hazardous Waste into the said waste transport vehicle within three hours of arrival at the Client's site counting from the time of reporting at the security gate of the Client.
- iii. If the detention of the said waste transport vehicle at the Client's site exceeds the time limits stipulated in Schedule II to this Agreement, there shall be levied detention charges at the rates as mentioned in Schedule II to this Agreement. The Client may detain the vehicle for a maximum of six hours including time stipulated for loading.
- iv. In case, for any reason, including detention for more than six hours, the vehicle is sent back to GEPIL (Haryana) without giving the waste even after having been requisitioned by the Client, the Client shall pay the transportation charges for the full capacity load of the vehicle.

- 8.7 Before the Hazardous Waste is loaded into the waste transport vehicle and dispatched to TSDF site, the Client shall ensure that the said waste is packed in a manner suitable for transportation and that the said packed waste withstands physical and climatic conditions and does not result in any kind of leakage, spillage and accident etc causing adverse impact on health and environment.

8.8 If and when an accident occurs while loading Hazardous Waste at the Client's site, the Client shall immediately report the same to HSPCB and other authorities as per the Rules and also to GEPIL (Haryana).

8.9 Rejection of Waste

- i. The Client agrees to maintain waste characteristics close to Finger Print Analysis Report of the waste (attached as Schedule III to this Agreement). In case of variation of over 5% in waste characteristics mentioned in the said Schedule, the Client covenants to pay the revised treatment and disposal charges determined for its specific waste type and characteristics failing which the Client shall accept the hazardous waste back at its own cost in accordance with Clause 8.9 (ii) and 8.9 (iii).
- ii. The Client shall be required to accept Hazardous Waste back and bear the cost of return transportation of full vehicle load, if the same is rejected by GEPIL (Haryana) due to any of the following reasons:
 - a) The variation in waste characteristics is beyond 5%.
 - b) The wastes contain unacceptable wastes types as listed under Clause 9.2.
- iii. If the Client fails to do so within 2 days of reporting the matter, its registration will be terminated with intimation to HEMS. In the event of waste rejection, the Client shall be totally responsible and liable for any consequence arising thereof and GEPIL (Haryana) reserves all rights to take any suitable actions under the law.

8.10 During wet period of monsoon season, Hazardous Waste may not be accepted at the TSDF Site. During this period Client is required to make a provision to store its Hazardous Waste for a minimum period of four months, as per the requirement of HSPCB.

8.11 GEPIL (Haryana) may request the Client, under intimation to HEMS, to provide any additional information, as may be required, for treatment and disposal of waste or as asked for by HSPCB / CPCB / MOEF / any other Statutory Authority. The Client shall send the said information to GEPIL (Haryana) at least two days before the scheduled time, if specified by the information seeking authority else within two weeks time.

8.12 The Client shall comply with the provisions of Environment (Protection) Act, 1986 and the Rules as amended from time to time as also with the conditions of the present Agreement and that any breach committed thereof shall render the Client not eligible for disposing of its Hazardous Waste in TSDF site.

8.13 The Client shall not claim any right, interest or privilege in or in relation / connection with Hazardous Waste accepted at the TSDF site.

8.14 In case of any change in constitution of firm or company or proprietary concern, company name, products or quality and/or production rate of products or waste quantity or characteristics, the Client shall intimate GEPIL (Haryana) by written notification by registered letter / speed post / courier prior to proposed date of change and get its waste Finger Printing Analysis done again, where ever required, in accordance with Clause 4.2.

QUALITY

1. The Client hereby covenants to ensure that its Hazardous Waste shall, under all circumstances, conform to the norms specified by HSPCB and as prescribed under the provisions of law for the time being in force.

2. The Client agrees not to send the following type of wastes which could be detrimental to the environment, safety of the facility and to the persons handling it in any manner:-

- i. Wastes containing explosive substances (An explosive substance is a solid or liquid substance (or mixture of substances) which is, in itself, capable by chemical reaction of producing gas at such a temperature and pressure and at such a speed as to cause damage to the surroundings.)
- ii. Waste which has an obnoxious odour.
- iii. Waste which is flammable (Flash point below 65°C)
- iv. Waste which contains shock sensitive substances (Shock sensitive refers to the susceptibility of a chemical or substance to rapidly decompose or explode when struck, vibrated or otherwise agitated.).
- v. Waste which contains volatile substance of significant toxicity.
- vi. Wastes containing Radio active substances

QUANTITY

0.1 Subject to the conditions mentioned under Clause 3.2, the Client agrees to send on firm basis to GEPIL (Haryana), its own Hazardous Waste subject to maximum of _____ MT per day and 60 MT per annum, which will be called the Contracted Quantity.

0.2 If the Client wants to send the requisite Hazardous Waste less than 90% of the aforesaid Contracted Quantity, than in that event, the Client can request GEPIL (Haryana), along with necessary justifications, for change in its Contracted Quantity twice in a year by providing at-least three months notice. The client shall still be liable to pay to GEPIL (Haryana) for the Minimum Quantity i.e. 90% of the Contracted Quantity till the expiry of three months notice period. The receipt of waste shall be monitored by GEPIL (Haryana) on quarterly basis and charges for deficit, if any shall be billed accordingly. In case of Force Majeure conditions at the Client's premises leading to reduction in annual waste generation, the liability to pay for minimum quantity shall be waived for the period of Force Majeure.

0.3 If the Client exceeds the annual Contracted Quantity of Hazardous Waste for disposal, then in that event Client covenants to increase the security deposit accordingly as per Clause No. 11.1.

BILLING AND PAYMENT OF CHARGES

11.1 The Client shall effect arrangement to make the payment of interest free Security Deposit of ₹ 3,89,274/- (Rupees Three lac Eighty Nine Thousand Two Hundred

*Security for only





Only) equivalent to Treatment & Disposal Charges of its Hazardous Waste for two months of Contracted Quantity that shall always be maintained at a value twice or more than the Transportation, Treatment & Disposal Charges for one vehicle load waste. The said amount of interest free Security Deposit will be refunded only on the termination of this Agreement after adjusting other / pending claims of GEPIL (Haryana) against the Client, if any.

11.2 In case of insufficient balance (Security Deposit) in the Client's account, GEPIL (Haryana) shall not send the waste collection vehicle.

11.3 GEPIL (Haryana) shall raise the bill against each waste disposal consignment (towards Transportation, Treatment & Disposal Charges) within three days of receipt of the waste at the TSDF Site. The client shall pay the bill within 30 days from the date of issue of bill.

11.4 The Client shall, upon receipt of the bill from GEPIL (Haryana), make full payment on or before the due date mentioned in the bill. In case of delayed payment by the Client, interest at the rate of 15% per annum shall be charged by GEPIL (Haryana) on delayed payments. .

11.5 In case of default / dishonor in payment, GEPIL (Haryana) shall give seven days notice to Client, with information to HEMS, for settlement of outstanding dues by effecting the payment through DD/pay order along with interest else the Registration of Client shall be cancelled.

11.6 In the event of cancellation of Registration due to reasons mentioned under Clause 11.5, the client can re-register upon payment of balance dues along with interest through DD / Pay order apart from non-refundable re-registration charges in accordance with Clause 4.3.

12. DEFAULT

12.1 If the Client fails and /or defaults in the discharge of any of his obligation under the present Agreement, the GEPIL (Haryana) after serving seven days notice shall have discretion to (i) cancel the Client's Registration & refuse to accept Hazardous Waste of the Client for disposal, and (ii) notify to HEMS and HSPCB the name of the Client informing about such default.

12.2 In the event of Client committing any breach/violation of any condition of the present Agreement or any provision of Law / Act / Rules for the time being in force, GEPIL (Haryana) reserves its right to suspend / cancel the registration for such period as it deems fit with information to HEMS.

12.3 Where an offence under the Environment (Protection) Act 1986 or under the Rules framed thereunder, has been committed by the Client or is attributed to any negligence on the part of the Client which shall include its Director, Partner, Proprietor, Manager, Secretary, Officer etc. and if such Client is guilty of the offence or is liable to be prosecuted against and punished accordingly, no suit, prosecution or legal proceeding (s) shall lie against GEPIL (Haryana) for the offence committed by the Client.

12.4 GEPIL (Haryana) reserves its right to issue a show cause notice to the Client, with information to HEMS, if it is of the opinion that the Client has contravened the provisions of the present Agreement, requesting the Client to remedy the



contravention within 15 days time. The said notice served shall specify the measures to be taken by the Client in remedying the said contravention.

13. INDEMNITIES

- 13.1 The Client shall be deemed to be in exclusive possession and control of the said Hazardous Waste and shall be fully liable and responsible for its arrangement, appurtenances and properties before completely loaded waste transport vehicle of GEPIL (Haryana) leaves the Client's premises.
- 13.2 Accordingly the Client hereby covenants and agrees to fully protect, indemnify and hold GEPIL (Haryana), its employees, agents and successors and assignees harmless against any and all claims, demands, action, suits, proceedings and judgment and any and all liabilities, costs, expenses, damages or losses arising out of or resulting from or incidental to or in connection therewith, which may be made out against successors and assignees or by third parties on account of damages or injury to property or persons or loss of life resulting from or arising out of the installation, presence, maintenance or operation or the intake arrangements, appurtenances and properties of the Client.
- 13.3 It is also agreed by and between the Parties hereto that GEPIL (Haryana) is not and shall not be liable in any manner whatsoever due to any negligence and for any reason or otherwise of the Client, in disposing its Hazardous Waste at the factory site of the Client or at any other place.

14. FORCE MAJEURE

- 14.1 In case of any Force Majeure event at the site of the Client, GEPIL (Haryana) shall not be saddled with any liability contingent or otherwise but in that case, it shall be the sole liability of the Client.
- 14.2 In case of any environmental risk arising during the performance of this Agreement at the TSDF site either due to Force Majeure event or due to circumstances beyond the reasonable control of the parties hereto, neither of the parties shall be liable for the consequences arising there from.
- 14.3 Both the parties hereto agree that due to change in any laws related to waste disposal mechanism / criteria or due to any directive of any Court or Authority, if GEPIL (Haryana) is to incur any additional financial burden consequent upon any alteration and / or modification in respect of land-filled waste, then, in that case the Client shall be liable to contribute for the same in proportion to its disposal of Hazardous Waste quantity in TSDF site. The actual burden shall be determined in consultation with HEMS.
- 14.4 Both the parties hereto agree that in any event of there being order in form of any injunction, stay or otherwise from any Court, HSPCB or any other Authority stopping the functioning of the Site or otherwise whereby GEPIL (Haryana) becomes unable to accept Hazardous Waste of the Client, GEPIL (Haryana) shall not be responsible or made responsible and / or be liable in any manner in that regard and that in such an eventuality, it shall be the responsibility of the Client to get the needful done in respect of disposal of its Hazardous Waste.

15. **PREVIOUS CORRESPONDANCE**

- 15.1 Save and except all discussions and meetings held and correspondence exchanged between GEPIL (Haryana) and the Client in respect of this Agreement and any decisions arrived at therein in the past and before coming into force of the present Agreement, no reference of such discussions with the Client for interpreting the present Agreement or otherwise shall be made. Whereas, Waste Data Sheet and Application Form, will be treated as part of this Agreement.

16. **ARBITRATION**

- 16.1 In case of any dispute or difference of opinion that may arise out of the present Agreement, the matter shall be settled by the parties by mutual negotiations to be concluded within 45 days from the date of intimation of existence of dispute or difference of opinion, as the case may be, by one party to the other party, failing which, the matter shall be settled through arbitration. Both the parties shall appoint an arbitrator each, and the two arbitrators so appointed, shall appoint the third arbitrator. The third arbitrator shall be the presiding arbitrator of the panel. The arbitration shall be as per the Arbitration & Conciliation Act, 1996. The venue of arbitration shall be Faridabad. The arbitration proceedings shall be recorded in English and the arbitration award shall be final and binding on both the parties.

17. **LAWS GOVERNING THE AGREEMENT**

- 17.1 The present Agreement shall be subject to Indian Laws, rules and regulations and notifications etc. issued under such laws.

18. **AMENDMENTS:**

- 18.1 GEPIL (Haryana) may, if required at any point of time make suitable change in the present Agreement in consultation with HEMS after serving a notice to the said Client.

19. JURISDICTION

19.1 Subject to the provisions of Clause 17 of this Agreement, the parties hereto mutually agree that the Civil Courts at Faridabad only shall have jurisdiction for all the disputes/differences arising out of this Agreement.

20. The addresses of the parties hereto, unless changed by written notification to be given at least 15 days in advance by registered letter prior to proposed date of change, shall be as follows:

- 1) M/s. Gujarat Enviro Protection & Infrastructure (Haryana) Pvt. Ltd.
Reg. 370, S V P Road, Shop 8, Plot 384, Cigaretwala
Bldg. Opp. CBI Prathna Samaj, Nr. Harkishandas
Hospital, Mumbai (Maharashtra)
- 2) *Executive Engineer*
Huda Division Panipat
Sector 18

IN WITNESS WHEREOF the parties hereto acting through their properly constituted representatives have set their hands to cause this Agreement signed and executed in their respective names and on their behalf.

For and on behalf of
GEPIL (Haryana)

For GUJARAT ENVIRO PROTECTION & INFRASTRUCTURE (HARYANA) PVT. LTD.

For and on Behalf of Client

[Signature]

[Signature]

Name : Mr. S. Kalathiyappan
Designation : President (Operations)
Address :

Witness :

1.....

Name :
Designation :
Address :

2.....

Name :
Designation :
Address :

Name :
Designation :
Address :

Witness:

1.....

Name :
Designation :
Address :

2.....

Name :
Designation :
Address :

For GUJARAT ENVIRO PROTECTION & INFRASTRUCTURE (HARYANA) PVT. LTD.

ATTESTATION SIGNATURES

Executive Engineer
HUDA DIVISION, PANIPAT
SIGNED for & on behalf of Client