

Date: 12<sup>th</sup> April 2024  
AIL/JH/2024/ENV/038

XGN ID :35534

To,  
The Environmental Engineer-Ankleshwar  
Gujarat Pollution Control Board,  
Paryavaran Bhavan, Sector 10A,  
Gandhinagar - 382010

**Sub.: Annual compliance report of Fly Ash as per rule 3(7) of Fly Ash Notification for the period April 23 to March 24.**

Respected Sir,

With reference to the above mentioned subject, we are submitting Annual compliance report for the period of April 23 to March 24. Compliance of the same is as follows:

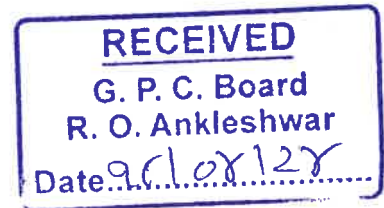
1. Coal or lignite based thermal power stations shall achieve the target of fly ash utilization as per schedule given in notification i.e. 100% utilization of fly ash.  
**Compliance:** We are sending 100% of fly ash from our co-generation power plant to end users i.e the Manufacturer of Bricks. We have signed MoU with end users which is attached herewith as **Annexure-1**
2. TPP/CPP/Co-generation plant shall maintain a record of all sales and/or disposal of the fly ash.  
**Compliance:** We are maintaining the record of sales of Fly Ash. Copy of the same has been attached for your ready reference. Data of the opening stock, fly ash generation, its sales and closing stock is attached as **Annexure 2**.
3. As per rule 2(4) of Fly Ash Notification coal or lignite based TPP/CPP/Co-generation plant shall constitute a dispute settlement committee.  
**Compliance:** We have constituted a dispute settlement committee including Factory Manager & owner of the Bricks Manufacturer through Memorandum of Understanding (MoU).

We hope you will find the above in the order.

Thanking you,

For, Aarti Industries Limited (Unit-II), Jhagadia

Authorized Signatory



✓ CC: The Regional Officer, Gujarat Pollution Control Board, GIDC, Ankleshwar.

[www.aarti-industries.com](http://www.aarti-industries.com) | CIN: L24110GJ1984PLC007301

Regd. Office : Plot No. 801, 801/23, Illrd Phase, GIDC Vapi-396195, Dist- Valsad. INDIA. T : 0260-2400366.  
Factory : Plot No. - 756/4-5-6-7 & 779, GIDC Jhagadia - 393 110, Dist - Bharuch, Gujarat (India).

Phone No. : 9537011611, 9537011711, 9537011811

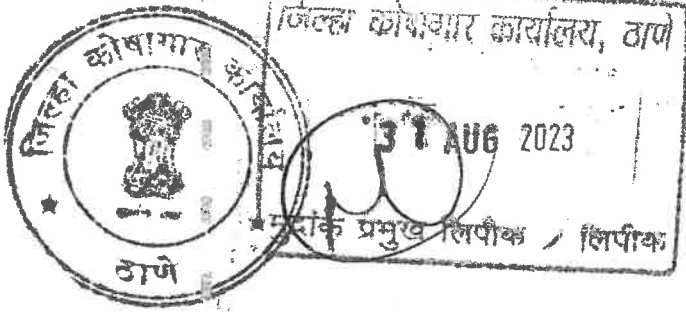
Admin. Office : 71, Udyog Kshetra, 2nd Floor, Mulund Goregaon Link Road, Mulund (W), Mumbai - 400080, INDIA.  
T : 022-67976666, F : 022-2565 3234 | E : info@aarti-industries.com



महाराष्ट्र MAHARASHTRA

2023

CB 464259

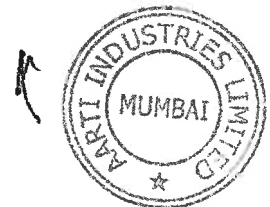
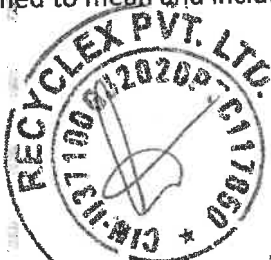


### Memorandum of Understanding

This Memorandum of Understanding (hereinafter referred to as "MoU") is made and entered into on this 27th day of December 2023 (hereinafter referred to as the "Effective Date")

BY AND BETWEEN

**AARTI INDUSTRIES LIMITED**, a company incorporated under the laws of India, having its office at Plot No. 756/2 A&B, 756/3 A&B, 756/4 A&B, 756/5 A&B, 756/6, 756/7, 756/8+9, 778, 779, GIDC Estate, Jhagadia, Dist-Bharuch, Gujarat, India and also having its corporate office at 4th Floor, Tower C, Embassy 247, LBS Road, Gandhi Nagar, Vikhroli (West), Mumbai - 400 083, Maharashtra, India (hereinafter referred to as the "Generator" (which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns) of the **One Part**;



जोड़पत्र - २

प्रमाण पत्र संख्या

324921

31 AUG 2023

उत्पन्न करने वाला

किसी भी प्रकार के

दिनांक

व्यक्ति/संस्था का नाम

पता

AARTI INDUSTRIES LTD.

UDYOG KUMETRA, 2nd FLOOR,

L.B.S. MARG, MULUND GOREGAON,

LINK ROAD, MULUND (W),

MUMBAI - 400 080.

दस्तावेज संख्या

दिनांक

मुद्रण विभाग/संस्था - (संस्था का पता)

मुद्रण विभाग/संस्था - (संस्था का पता)

फोन (घ.) - 400 609

फैक्स नुमांक - 9209089

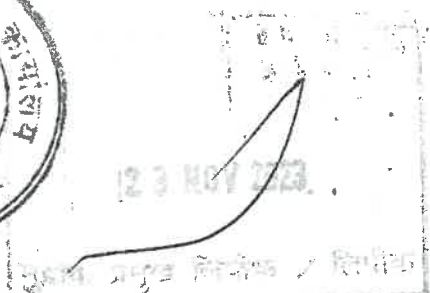
यदि कर्मचारी/व्यक्ति मुद्रण करेगी केला तब  
यदि कर्मचारी/व्यक्ति मुद्रण करेगी केला तब  
& अधिकार बाधक है।



महाराष्ट्र MAHARASHTRA

2023

73AA 328988



AND

**RECYCLEX PRIVATE LIMITED** a company incorporated under the provisions of the laws of India and having its registered office at Survey No. 246, Sarangpur, Ankleshwar-393001, Gujarat, India hereinafter referred to as "Utilizer", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **Other Part**;

**Generator and Utilizer** are hereinafter individually referred to as "**Party**" and collectively as "**Parties**"

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS UNDER





# जीठपत्र - २

मुद्रांक क्रमांक ५५१९८३ दिनांक २२ DEC 2023

कलसणा प्रकार - .....

कलसणी करणार आहे का ? होय/नाही

कलसणीचे शोधक्यास वर्णन - .....

मुद्रांक निकल घेणाऱ्याचे नांव - **AARTI INDUSTRIES LTD.**  
मुद्रांक असण्यास खाते क्रमांक, **2nd FLOOR,**  
**L.B.S. MARG, MULUND GOPEGAON,**  
मुद्रांक राहणी - **LINK ROAD, MULUND (W),**  
**MUMBAI - 400 080.**

मुद्रांक प्रकाशनाचे नांव - .....

मुद्रांक मुद्रक रक्षक - .....

मुद्रांक विक्रेत्याची राहणी - (संस्कार साहेबराव बळवंत .....

मुद्रांक विक्रीचे ठिकाण/पत्ता - कान्हे विलहा जंजिरी नगरपालिका.

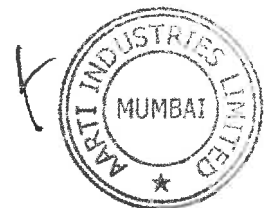
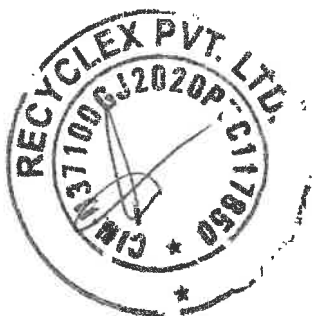
कान्हे (प.) - 400 609.

वर्तमान मुद्रांक क्रमांक - १२०१०३१

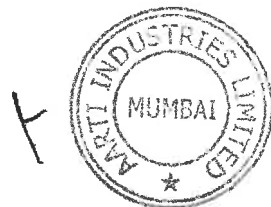
क्या कारणातून ज्यांनी मुद्रांक खरेदी केला त्यांनी  
त्यांचे कारणातून मुद्रांक खरेदी करणाऱ्यांक  
१. अधिकृत नगरचे संयोजन करू नये.



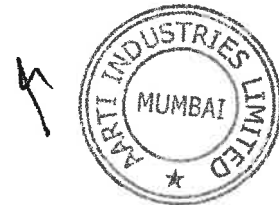
<b>RECITALS</b>	<p>A. Generator is engaged in the business <i>inter alia</i> of manufacturing, marketing, distribution and sale of specialty chemicals and related downstream products;</p> <p>B. Utilizer is engaged in the business of <i>inter alia</i> manufacturing of waste recycling and manufacturing green building products like bricks, building blocks from fly ash, and construction waste;</p> <p>C. Generator generates the Product as a waste material during their manufacturing process and has approached the Utilizer for the safe disposal of the same as per applicable rules and laws at the Utilizer's facility.</p>
<b>PROPOSED TRANSACTION</b>	The Utilizer has been evaluated and selected for receiving the Product generated from the manufacturing site of the Utilizer located at Plot No. 756/2 A&B, 756/3 A&B, 756/4 A&B, 756/5 A&B, 756/6, 756/7, 756/8+9, 778, 779, GIDC Estate, Jhagadia, Dist-Bharuch, Gujarat, India "Manufacturing Site" and will execute safe disposal of the same as per applicable rules and laws.
<b>PRODUCT</b>	"Product" shall mean Fly ash that is being transferred to the Utilizer's facility for safe disposal as per the Fly Ash Notification 1999 and its subsequent amendments thereof.
<b>QUANTITY</b>	3000 MT/Year
<b>SUPPLY PERIOD/TENURE</b>	Commencing from 28.12.2023 and valid till 30.04.2029 subject to the Term.
<b>DELIVERY TERMS</b>	<ol style="list-style-type: none"> <li>Parties agree that pickup of the Product from the Generator's facility to the Utilizer's Facility for transportation will be the responsibility of the Utilizer.</li> <li>Utilizer shall provide suitable dumpers/trucks or any other transit vehicles (Vehicles) as per the specifications, if any, prescribed by any government authority to Generator for transporting the Product to the Utilizer's unit at the cost of Generator in compliance with all applicable laws of India.</li> <li>Utilizer shall use AIS-140 compliant Global Positioning System (GPS) enabled dumpers or trucks and shall ensure API development of GPS of all the vehicles with Aarti Logistics Control Room (ALCR) before engaging in the services. The GPS service provider must be either 'Tracknow' or 'LCS' and shall have to share the GPS User ID, Password and AIS-140 certificate with Generator for tracking purpose.</li> <li>Utilizer shall comply with Motor Vehicle Act and Rules framed thereunder for carrying hazardous chemicals/waste.</li> </ol>
<b>Generator ROLES &amp; RESPONSIBILITIES</b>	<p>Key Roles &amp; Responsibilities of Generator are:</p> <p>Generator shall keep record of inventory of Product generation, disposal &amp; stock (as applicable) and shall make inventory available for inspection as per the Fly Ash Notification 1999 and its subsequent amendments thereof.</p>



<p><b>Utilizer ROLES &amp; RESPONSIBILITIES</b></p>	<p>Key Roles &amp; Responsibilities Utilizer of are:</p> <ol style="list-style-type: none"> <li>1. The Utilizer shall ensure that the vehicle shall be dedicated for transportation of Product and shall not be used for any other purposes.</li> <li>2. The Utilizer shall ensure to cover the vehicle adequately with tarpaulin.</li> <li>3. Utilizer should maintain necessary labels/markings of vehicle carrying the Product at all times as required by Motor Vehicle Act, 1988 and Motor Vehicle Rules, 1989 framed thereunder for carrying such waste.</li> <li>4. The Utilizer shall ensure the cleaning of vehicles carrying Product shall be carried out at a designated place in Utilizer's facility.</li> <li>5. The Utilizer shall keep record of inventory of Product receipt, disposal &amp; stock (as applicable) and shall make inventory available for inspection as per the Fly Ash Notification 1999 and its subsequent amendments thereof.</li> <li>6. The Utilizer shall be responsible in case of any illegal disposal of Product during the transportation and shall safely transport the Product from the premises of the Generator till the premises of the Utilizer.</li> <li>7. The Utilizer shall follow and comply with requirements of guidelines/checklists formulated by the Generator.</li> <li>8. The Utilizer shall ensure written communication to Generator through mail for acceptance of Product within one (1) day of receiving it at their premise.</li> </ol>
<p><b>UTILIZER REPRESENTATION</b></p>	<p>Utilizer has represented and assured Generator that it has all the statutory approvals and permits for operating such a Product processing unit in an environmentally compliant manner and possess the necessary skills, manpower, knowledge and ability to do so.</p>
<p><b>FORCE MAJEURE</b></p>	<ol style="list-style-type: none"> <li>i. This MoU and its performance shall be subject to Force Majeure. For the purpose of this clause <b>Force Majeure</b> shall mean and include any act of God, flood, explosion, earthquake, cyclone, storm, tidal wave, drought, landslide or similar disturbance, sabotage, fire, accident, insurrection, terrorist attack, fire, explosion, hurricane, tempest, embargo, landslide, perils at the sea, transporters strike, riot, plant breakdown, blockage, machinery breakdown confiscation, embargo, pandemic, epidemic, a law in change in law or order of any judicial/statutory/administrative/local authority or body, change in any act, order, proclamation, decree, war, strike, lock-out including at plant or mines, quarantine, in or other acts of God or any other event beyond the reasonable control, civil commotion regulation, ordinance, instruction, directives of government, and any other events beyond reasonable control of the Parties. ("<b>Force Majeure</b>").</li> <li>ii. Either Party affected by Force Majeure shall be temporarily relieved from their obligations during the period of time such Force Majeure events continue and to the extent their liabilities are affected shall stand suspended and shall notify other Party of the same. Parties agree that Force Majeure shall not in any manner absolve each of them from their subsisting and continuing obligations under the MoU which are not affected by Force Majeure.</li> <li>iii. If an event of Force Majeure continues for more than 30 (thirty) calendar days, then Parties shall amicably discuss a way forward, including extending the Term.</li> </ol>







<b>TERM</b>	This MoU shall come into effect on the Effective Date and shall, unless mutually extended in writing by the Parties, stand terminated on or before the completion of five (5) years from the Effective Date. ("Term").
<b>INDEMNITY BY UTILIZER</b>	The Utilizer shall defend, indemnify and save harmless directors, employees and agents of Generator against any and all direct claims, demands, fines, loses, damages, costs, penalties, expenses, actions, suits or proceedings, injuries, monetary liability on account of any act or omission, breach or nonconformance by the Utilizer with respect to the provisions contained in this MOU or any statutory non-compliance.
<b>GOVERNING LAW AND JURISDICTION</b>	This MoU shall be governed by, and construed in accordance with the laws, rules and regulations of India as amended or modified from time to time. ( <b>Applicable Laws</b> ).The High Court at Ahmedabad, India shall have sole and exclusive jurisdiction to try and entertain any disputes which may arise between the Parties.
<b>DISPUTE RESOLUTION</b>	Any dispute or differences under or in relation to this MoU or its interpretation thereof shall be amicably resolved by the Parties within a period of 30 days from the date of reference of the dispute by one Party to another. In the event the Parties fail to amicably resolve the dispute within the aforesaid period, such dispute/difference shall be referred to and resolved by binding arbitration of a sole arbitrator appointed in accordance with the Rules of the Mumbai Centre of International Arbitration (" <b>MCIAR Rules</b> "), which MCIAR Rules are deemed to be incorporated by reference into this Clause. The seat or legal place /venue of arbitration shall be at Ahmedabad. The language to be used in the arbitral proceedings shall be English.





IN WITNESS WHEREOF, the Parties have executed this MoU through their authorized representatives on the date and year first hereinabove mentioned.

<p><b>SIGNED AND DELIVERED</b> by the within named <b>AARTI INDUSTRIES LIMITED</b> through its Authorized Signatory</p> <p>Ms. Sandhya Tolat in the presence of:</p> <ol style="list-style-type: none"><li>1. <i>Shraddha</i> (Shraddha Sharma)</li><li>2. <i>Ajune</i> (Ajune Agrawal)</li></ol>	<p> Ms. Sandhya Tolat  For <b>AARTI INDUSTRIES LIMITED</b> (General Counsel &amp; Authorized Signatory)</p>
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<p><b>SIGNED AND DELIVERED</b> by the within named Recyclex Private Limited through its Authorized Signatory</p> <p>Mr. Vedant Vijaybhai Gandhi in the presence of:</p> <ol style="list-style-type: none"><li>1. <i>Abhishek Chozar - Abhishek Chozar</i></li><li>2. <i>Deepak Mohi</i></li></ol>	<p> Mr. Vedant Vijaybhai Gandhi  For <b>Recyclex Private Limited</b> (Authorized Signatory)</p>
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IN-GJ36939100265132V



सत्यमेव जयते

**INDIA NON JUDICIAL**  
**Government of Gujarat**

**NOTARY****Certificate of Stamp Duty**

Certificate No.

IN-GJ36939100265132V

Regd. No. 1166/23

Date : 1 APR 2023

Certificate Issued Date

01-Apr-2023 09:46 AM

Account Reference

IMPACC (AC)/ gj13146611/ BHARUCH/ GJ-BH

Unique Doc. Reference

SUBIN-GJGJ1314661100712630065449V

Purchased by

MAYANK T PARMAR

Description of Document

Article 5(h) Agreement (not otherwise provided for)

Description

M O U

Consideration Price (Rs.)

0  
(Zero)

First Party

MS AARTI INDUSTRIES LIMITED

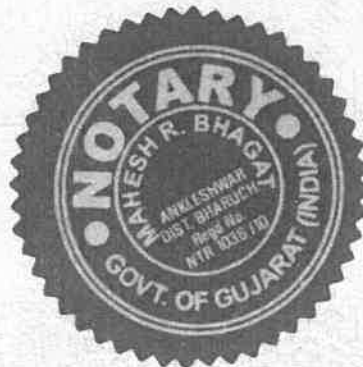
Second Party

MS SHREENATHJI BIRCKS

Stamp Duty Paid By

MS AARTI INDUSTRIES LIMITED

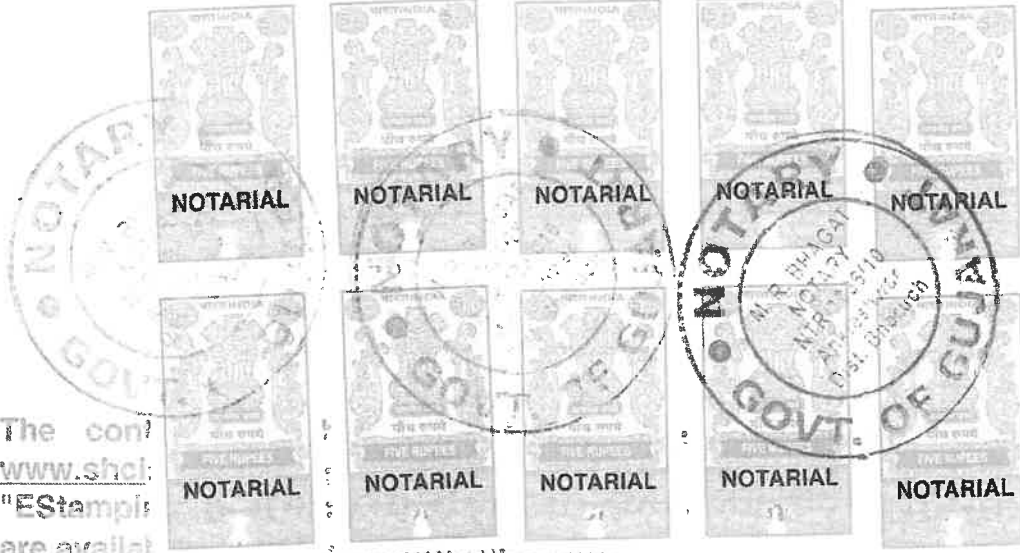
Stamp Duty Amount(Rs.)

300  
(Three Hundred only)

JD 0038244180

**Statutory Alert:**

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



- The complete details of the e-Stamping process are available on the website [www.shcilestamp.com](http://www.shcilestamp.com). "E-Stamping" are available on the website [www.shcilestamp.com](http://www.shcilestamp.com).
- Any alteration to this certificate renders it invalid and would constitute a criminal offence.
- Kindly contact Stock Holding Branch / Centre in case of discrepancy.
- For information related to e-Stamping you may write to us on our email id [estamp.ahmedabad@stockholding.com](mailto:estamp.ahmedabad@stockholding.com) or visit our Branch / Centre.

#### સૂચના

- આ ઈ-સ્ટેમ્પ પ્રમાણપત્રની વિગતો [www.shcilestamp.com](http://www.shcilestamp.com) દ્વારા અથવા સ્ટોક હોલ્ડિંગની "ઈ-સ્ટેમ્પિંગ" મોબાઈલ એપ્લિકેશન અથવા સ્ટોક હોલ્ડિંગની શાખા / કેન્દ્ર (જેની વિગતો [www.stockholding.com](http://www.stockholding.com) પર ઉપલબ્ધ છે) પર જઈને ચકાસી શકાય છે.
- આ પ્રમાણપત્રમાં કોઈપણ ફેરફાર અમાન્ય છે અને તે ફોજદારી ગુનો બને છે.
- આ ઈ-સ્ટેમ્પ પ્રમાણપત્રમાં કોઈપણ વિસંગતતા જણાય તો સ્ટોક હોલ્ડિંગની શાખા / કેન્દ્ર પર સંપર્ક કરવો.
- ઈ-સ્ટેમ્પિંગ સંબંધિત કોઈપણ માટે અમને [estamp.ahmedabad@stockholding.com](mailto:estamp.ahmedabad@stockholding.com) પર ઈ-મેઈલ કરવો અથવા અમારી શાખા / કેન્દ્ર ની મુલાકાત લેવી.

**NOTARY**

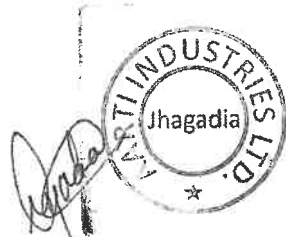
**MEMORANDUM OF UNDERSTANDING  
BETWEEN**

Particulars	Generator	Utilizer
Name	M/s. Aarti Industries Limited, (Unit -II, Jhagadia)	M/s. Shreenathji Bricks
Address	Plot No. 756/2 A&B, 756/3 A&B, 756/4 A&B, 756/5 A&B, 756/6, 756/7, 756/8+9, 778, 779, GIDC Estate, Jhagadia, Dist-Bharuch, Gujarat	Block No. 438, Vasravi, Tadkeshwar Mosali Road, Opp. Gujarat Agro, Mangrol, Vasravi, Surat, Gujarat-394421
CCA No.	AWH-119949 Issued on 05.07.2022 & Valid upto 30.04.2029	--
Issued by	Gujarat Pollution Control Board, Gujarat	--
Name of Material/Waste	Fly Ash	
MOU Quantity	3000 MT/Year	
Valid upto	30.04.2029	

The particulars of this MOU including terms and conditions between the Generator & the Utilizer are mentioned herewith:

That

1. Fly Ash Utilizer shall execute MOU with Fly Ash generator with below terms & conditions.
2. As a part of this MOU, the Fly Ash Utilizer has agreed to accept the Fly Ash generated from the manufacturing activities of the Generator.
3. Fly Ash shall be transported through AIS-140 compliant Global Positioning System (GPS) enabled dedicated dumpers/trucks only.
4. The Utilizer shall be responsible for transportation and ensure API development of GPS of all the vehicles with Aarti Logistics Control Room (ALCR) before engaging in the services.
5. Both the parties, the Generator and the Utilizer, shall keep record of inventory of Fly ash generation, disposal & stock (as applicable) and shall make inventory available for inspection.
6. The Transporter shall be responsible in case of any illegal disposal of fly ash during the transportation and shall safely transport the fly ash from the premises of the Generator till the premises of the Utilizer.
7. The Transporter shall ensure to cover the vehicle adequately with tarpaulin.
8. The Transporter shall follow and comply with requirements of guidelines/checklists formulated by the Generator.
9. The Transporter shall comply with Motor Vehicle Act and Rules framed thereunder for carrying Hazardous Chemicals/waste.
10. The Transporter shall ensure that the trucks shall be dedicated for transportation of Fly ash and shall not be used for any other purposes.



*Shreenathji Bricks*  
**Shreenathji bricks**

NOTA

1911-12



**NOTARY**

11. The Transporter shall ensure the cleaning of vehicles carrying Fly ash shall be carried out at designated Utilizer's facility.
12. The Utilizer shall ensure written communication to Generator through mail for acceptance of consignment.

**M/s. Aarti Industries Limited  
(Unit-I, Jhagadia)**



Authorized Signatory

**M/s. Shreenathji Bricks**

Authorized Signatory

Mo. 98245 47610  
**MAHESH R. BHAGAT**  
Docu Reg. No. 1166/23  
NOTARY  
Date 1/4/23  
Peg. No. NTR/ANK/1036/10  
Ankleshwar-01, Dist. Bharuch

BEFORE ME  
EXECUTED ACCEPTED  
& SIGNED BEFORE ME  
  
**MAHESH R. BHAGAT**  
NOTARY  
NTR / 1036 / 10  
ANKLESHWAR. DIST BHARUCH

- 1 APR 2023



सत्यमेव जयते

# INDIA NON JUDICIAL Government of Gujarat

## Certificate of Stamp Duty

### NOTARY

Regd. No. (854/2)  
Date

Certificate No. : IN-GJ71975004807353V

Certificate Issued Date : 29-May-2023 09:37 AM

Account Reference : IMPACC (AC)/ gj13146611/ BHARUCH/ GJ-BH

Unique Doc. Reference : SUBIN-GJGJ1314661170035007987447V

Purchased by : MAYANK T PARMAR

Description of Document : Article 5(h) Agreement (not otherwise provided for)

Description : M O U

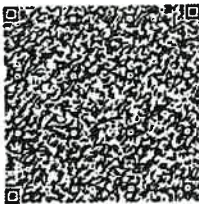
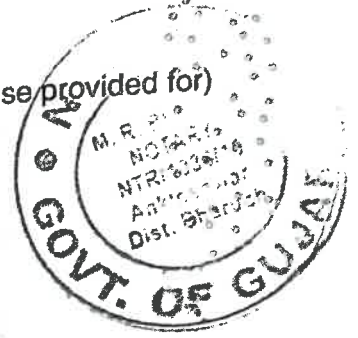
Consideration Price (Rs.) : 0  
(Zero)

First Party : MS AARTI INDUSTRIES LIMITED

Second Party : MS MANTRA BRICKS AND CEMENT ARTICLES

Stamp Duty Paid By : MS AARTI INDUSTRIES LIMITED

Stamp Duty Amount(Rs.) : 300  
(Three Hundred only)



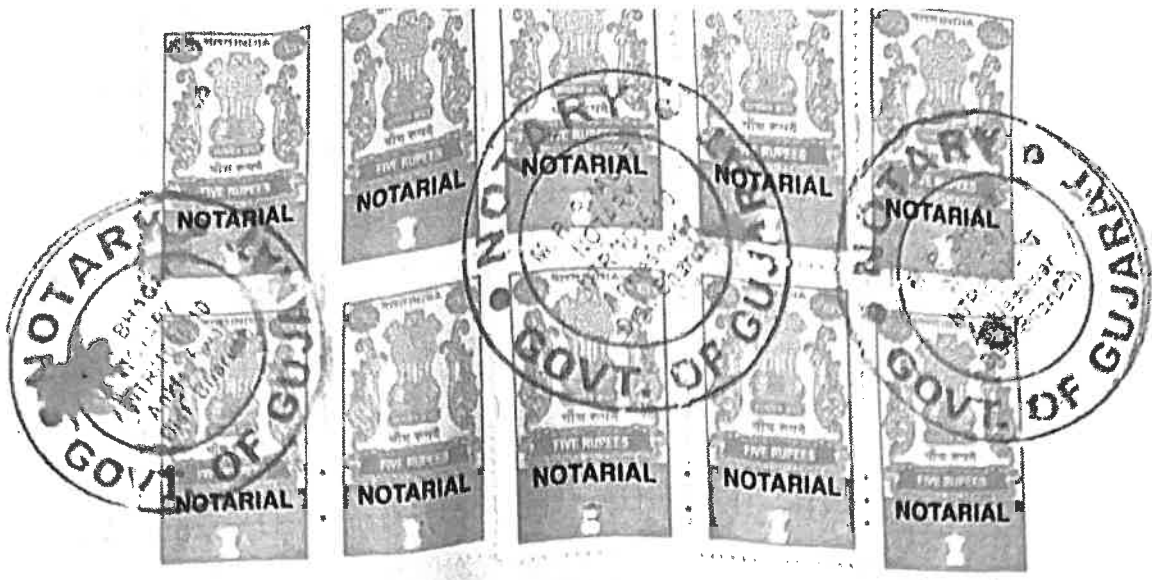
INE 0003011568

**Statutory Alert:**

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

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29 MAY 2022 • The contents of this e-stamp certificate can be verified at [www.shcilestamp.com](http://www.shcilestamp.com), Stock Holding mobile application "EStamping" or at Stock Holding Branch/ Centre (the details of which are available at [www.stockholding.com](http://www.stockholding.com)).

**TARY**

- Any alteration to this certificate renders it invalid and would constitute a criminal offence.
- Kindly contact Stock Holding Branch / Centre in case of discrepancy.
- For information related to e-Stamping you may write to us on our email id [estamp.ahmedabad@stockholding.com](mailto:estamp.ahmedabad@stockholding.com) or visit our Branch/Centre.

#### સૂચના

- આ ઈ-સ્ટેમ્પ પ્રમાણપત્રની વિગતો [www.shcilestamp.com](http://www.shcilestamp.com) દ્વારા અથવા સ્ટોક હોલ્ડિંગની "ઈસ્ટેમ્પિંગ" મોબાઈલ એપ્લિકેશન અથવા સ્ટોક હોલ્ડિંગની શાખા / કેન્દ્ર (જેની વિગતો [www.stockholding.com](http://www.stockholding.com) પર ઉપલબ્ધ છે) પર જઈને ચકાસી શકાય છે.
- આ પ્રમાણપત્રમાં કરેલ કોઈપણ ફેરફાર અમાન્ય છે અને તે ફોજદારી ગુનો બને છે.
- આ ઈ-સ્ટેમ્પ પ્રમાણપત્રમાં કોઈપણ વિસંગતતા જણાય તો સ્ટોક હોલ્ડિંગની શાખા / કેન્દ્ર પર સંપર્ક કરવો.
- ઈ-સ્ટેમ્પિંગ સંબંધિત જાણકારી માટે અમને [estamp.ahmedabad@stockholding.com](mailto:estamp.ahmedabad@stockholding.com) પર ઈ-મેઈલ કરવો અથવા અમારી શાખા / કેન્દ્રની મુલાકાત લેવી.





NOTARY

NOTARY

29 MAY 2023

MEMORANDUM OF UNDERSTANDING  
BETWEEN

Particulars	Generator	Utilizer
Name	M/s. Aarti Industries Limited, (Unit -II, Jhagadia)	M/s. Mantra Bricks & Cement Articles
Address	Plot No. 756/2 A&B, 756/3 A&B, 756/4 A&B, 756/5 A&B, 756/6, 756/7, 756/8+9, 778, 779, GIDC Estate, Jhagadia, Dist-Bharuch, Gujarat	Post Mandva, Taluka Ankleshwar, Dist. Bharuch, Gujarat.
CCA No.	AWH-119949 Issued on 05.07.2022 & Valid upto 30.04.2029	--
Issued by	Gujarat Pollution Control Board, Gujarat	--
Name of material/waste	Fly Ash	
MOU Quantity	2000 MT/Year	
Valid upto	30.04.2029	

The particulars of this MOU including terms and conditions between the Generator & the Utilizer are mentioned herewith:

- That
1. Fly Ash Utilizer shall execute MOU with Fly Ash generator with below terms & conditions.
  2. As a part of this MOU, the Fly Ash Utilizer has agreed to accept the Fly Ash generated from the manufacturing activities of the Generator.
  3. Fly Ash shall be transported through AIS-140 compliant Global Positioning System (GPS) enabled dedicated dumpers/trucks only.
  4. The Utilizer shall be responsible for transportation and ensure API development of GPS of all the vehicles with Aarti Logistics Control Room (ALCR) before engaging in the services.
  5. Both the parties, the Generator and the Utilizer, shall keep record of inventory of Fly ash generation, disposal & stock (as applicable) and shall make inventory available for inspection.
  6. The Transporter shall be responsible in case of any illegal disposal of fly ash during the transportation and shall safely transport the fly ash from the premises of the Generator till the premises of the Utilizer.
  7. The Transporter shall ensure to cover the vehicle adequately with tarpaulin.
  8. The Transporter shall follow and comply with requirements of guidelines/checklists formulated by the Generator.
  9. The Transporter shall comply with Motor Vehicle Act and Rules framed thereunder for carrying Hazardous Chemicals/waste.
  10. The Transporter shall ensure that the trucks shall be dedicated for transportation of Fly ash and shall not be used for any other purposes.

29 MAY 2023

**NOTARY**

NOTARY  
M.R.S.  
NTR/  
ANK/  
1036/10  
DIST. BHARUCH

- The Transporter shall ensure the cleaning of vehicles carrying Fly ash shall be carried out at designated Utilizer's facility.
- 12. The Utilizer shall ensure written communication to Generator through mail for acceptance of consignment.
- 13. The undersigned authorized signatory shall constitute as dispute settlement committee as per Rule 2(4) of Fly Ash notification 1999 and its amendments thereof and same shall be responsible to resolve any dispute arising out of business activities.

M/s. Aarti Industries Limited  
(Unit-II, Bhagadia)



Authorized Signatory

M/s. Mantra Bricks & Cement  
Articles

Mantra Brick And Cement Articles  
29/05/23

Authorized Signatory Partner

29 MAY 2023

BEFORE ME  
EXECUTED ACCEPTED  
& SIGNED BEFORE ME

*Mahesh R. Bhagat*  
MAHESH R. BHAGAT  
NOTARY  
NTR / 1036 / 10  
ANKLESHWAR, DIST. BHARUCH

Mo. 98245 47610  
MAHESH R. BHAGAT  
NOTARY Docu Reg. No. 1854/23  
Date 29/05/23  
Reg. No. NTR/ANK/1036/10  
Ankleshwar-01, Dist. Bharuch.



**ANNEXURE - 2**

<b>Month</b>	<b>Fly Ash Opening Balance (MT)</b>	<b>Fly Ash Generation (MT)</b>	<b>Sold (MT)</b>	<b>Closing Balance (MT)</b>
<b>April-2023</b>	14.433	132.595	127.660	19.368
<b>May-2023</b>	19.368	108.780	116.520	11.628
<b>June-2023</b>	11.628	123.938	125.800	9.766
<b>July-2023</b>	9.766	148.390	142.380	15.776
<b>August-2023</b>	15.776	110.209	109.320	16.665
<b>September-2023</b>	16.665	84.734	71.010	30.389
<b>October-2023</b>	30.389	113.290	129.480	14.199
<b>November-2023</b>	14.199	90.042	95.360	8.881
<b>December-2023</b>	8.881	87.336	70.710	25.507
<b>January-2024</b>	25.507	86.897	86.610	25.794
<b>February-2024</b>	25.794	94.142	107.980	11.956
<b>March-2024</b>	11.956	138.382	136.740	13.598
<b>Year's Cumulative (1st April' 23 to 31st March' 24)</b>				
<b>2023-2024</b>	<b>Opening stock as on 01.04.23 14.433</b>	<b>1318.735</b>	<b>1319.570</b>	<b>Closing stock as on 31.03.24 13.598</b>