

Ref: AIL/DHJ/NEO/ENV/2024-25/003

Date :- 25.04.2024

GPCB ID :- 41201

To,  
The Unit Head - Bharuch,,  
Gujarat Pollution Control Board,  
Paryavaran Bhavan, Sector 10A,  
Gandhinagar - 382010

**Sub.:** Annual Compliance Report as required under Rule 3(7) of Fly Ash Notification, 1999 for the period  
April 2023 - March 2024

Respected Sir,

With reference to the above subject, we are submitting the annual report for the duration of April - 2023 to March - 2024. 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 have not installed any power plant but are operating a Coal based boiler of 67 TPH and 14 TPH for steam generation. We are sending 100% of fly ash from our unit to the Manufacturer of Bricks & Road construction.

**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, a 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 1**.

**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. Plant GM & owner of the Bricks Manufacturer. And the copy of the undertaking during the dispute committee meeting has been attached as **Annexure 2** for your ready reference.

We hope you will find the above in the order.

Thanking you,

For, Aarti Industries Limited

  
Authorized Signatory



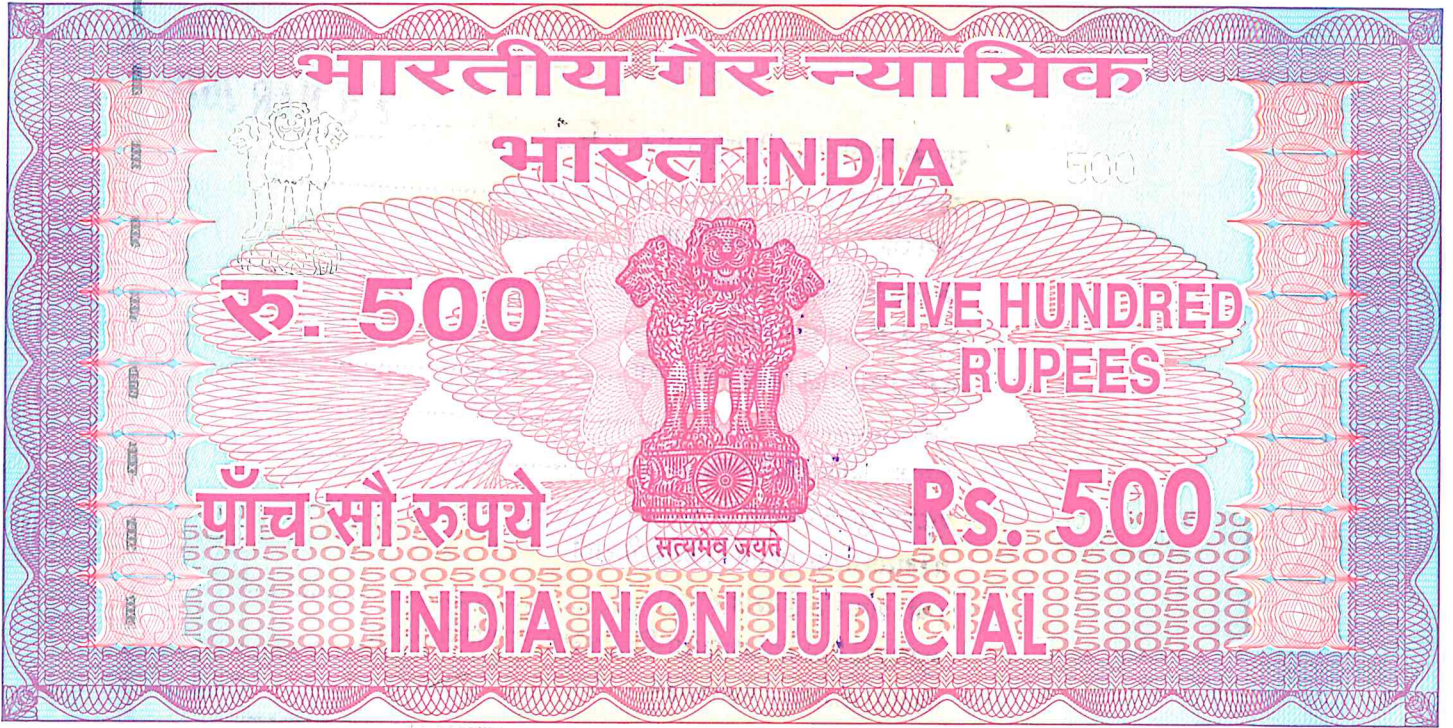
CC: The Regional Officer  
C-1/119/3, GIDC Phase II  
Narmadanagar, Bharuch - 392015

  
Post Received  
Gujarat Pollution Control Board  
BHARUCH

## ANNEXURE 1

Month	Coal Consumption	Opening Stock Ash	Ash Generation	Ash Sale	Closing Stock
	MT				
April-23	5062.00	33.51	509.92	491.47	51.96
May-23	3625.50	51.96	353.58	340.14	65.40
June-23	3913.50	65.40	319.80	285.54	99.66
July-23	2845.50	99.66	271.35	265.59	105.42
August-23	1729.50	105.42	169.65	120.41	154.66
September-23	2643.00	154.66	111.50	198.36	67.80
October-23	2586.00	67.80	146.00	175.19	38.61
November-23	2568.50	38.61	213.80	184.84	67.57
December-23	2684.50	67.57	260.40	191.55	136.42
January-24	1993.60	136.42	205.60	130.23	211.79
February-24	1898.38	211.79	176.03	135.02	252.81
March-24	1954.10	252.81	44.59	138.34	159.06
<b>Total</b>	<b>33504.10</b>	<b>33.51</b> <b>Opening Stock</b> <b>of 1/04/2023</b>	<b>2782.23</b>	<b>2656.68</b>	<b>159.06</b> <b>as on 31/03/2024</b>

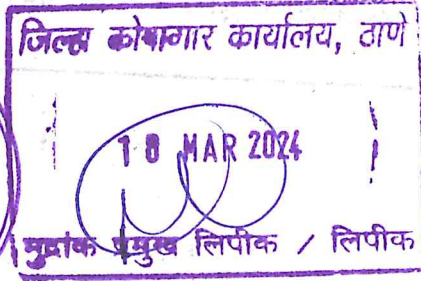




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2023

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### Memorandum of Understanding

This Memorandum of Understanding (hereinafter referred to as "MoU") is made and entered into on this 17<sup>th</sup> April, 2024 (hereinafter referred to as the "Effective Date")

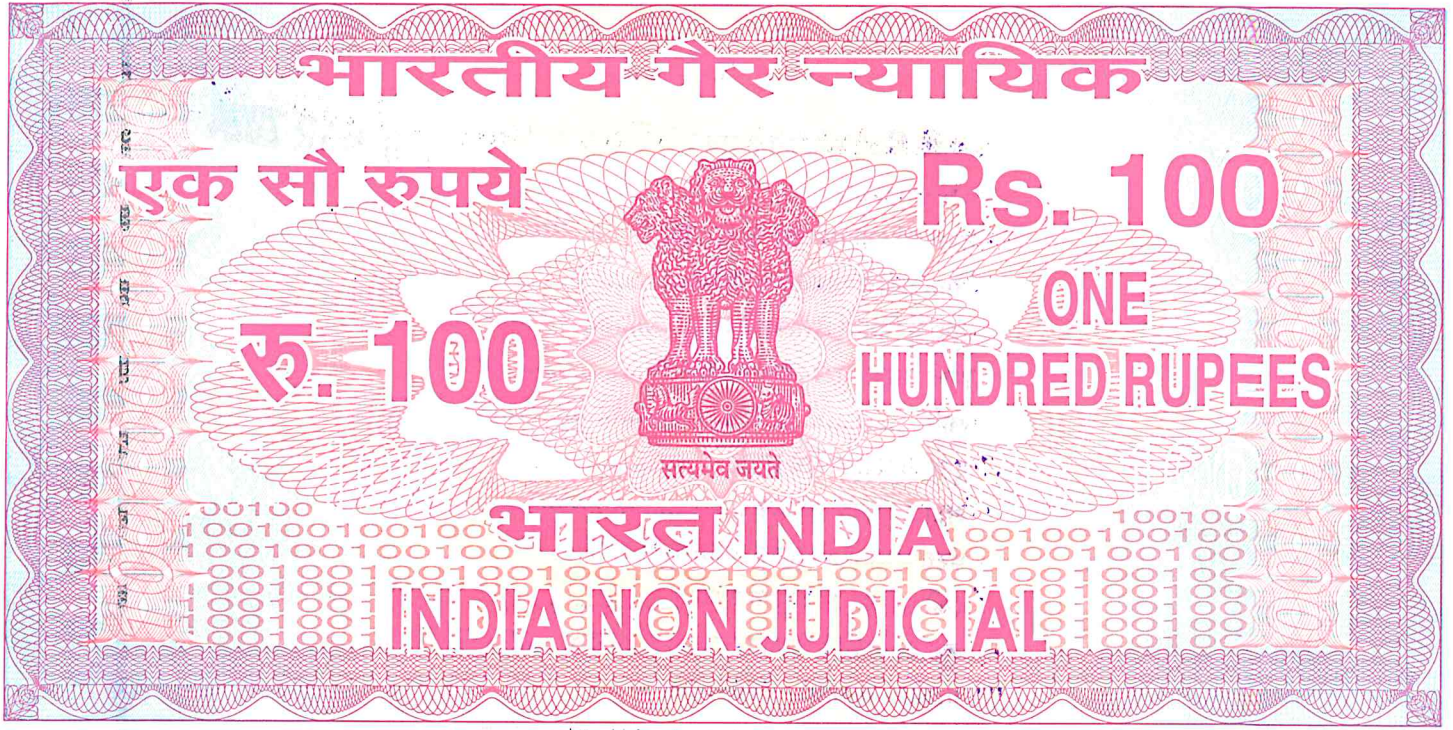
BY AND BETWEEN

**AARTI INDUSTRIES LIMITED**, a company incorporated under the laws of India, having its office at Plot No. Z/103/H, Dahej SEZ-II, Tal, Vagra, Dist: Bharuch, Gujarat 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**;

Mantra Bricks & Cement Artical







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2023

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AND

M/s Mantra Bricks & Cement Articles a Partnership Firm incorporated under the provisions of the Indian Partnership Act, 1932 with its registered office at PO- Mandwa, Taluka- Ankleshwar, Dist-Bharuch, Gujarat-393010 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"

Mantra Bricks & Cement Articles

Partner





**IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS UNDER**

<b>RECITALS</b>	<p>A. Generator is engaged in the business <i>inter alia</i> of manufacturing, distribution and sales of specialty chemicals and related downstream products;</p> <p>B. Utilizer is engaged in the business of <i>inter alia</i> manufacturing of paver blocks;</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>	<p>The Utilizer has been evaluated and selected for receiving the Product generated from the manufacturing site of the Utilizer located at Plot No. Z/103/H, Dahej SEZ-II, Tal, Vagra, Dist: Bharuch, Gujarat "Manufacturing Site" and will execute safe disposal of the same as per applicable rules and laws.</p>
<b>PRODUCT</b>	<p>"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.</p>
<b>QUANTITY</b>	<p>9000 MT/Year as per the CC&amp;A/Rule 9.</p>
<b>CC&amp;A Validity</b>	<p>The CC&amp;A is valid till 19.05.2028.</p>
<b>DELIVERY TERMS</b>	<ol style="list-style-type: none"> <li>1. 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>2. 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>3. 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.</li> <li>4. 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:  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>
<b>Utilizer ROLES &amp; RESPONSIBILITIES</b>	<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. 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>3. 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>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 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.</li> </ol>

  
**Mantra Bricks & Cement Artical**  
**Partner**



	<p>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.</p> <p>7. The Utilizer shall follow and comply with requirements of guidelines/checklists formulated by the Generator.</p>
<b>UTILIZER REPRESENTATION</b>	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.
<b>FORCE MAJEURE</b>	<p>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. ("Force Majeure").</p> <p>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.</p> <p>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.</p>
<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 once the pilot stage ends on or before the completion of one (1) year from the Effective Date. ("Term").
<b>TERMINATION</b>	<p>Generator may terminate this agreement upon thirty (30) days prior notice to the Utilizer. Either party reserves the right to suspend or terminate this MOU in the event of the other Party committing any breach/violation of the condition of the present MOU or any provision of applicable law or regulation for the time being in force and such party fails/neglects to remedy the breach within 30 days of such notice.</p> <p>Additionally, the Generator may terminate this MOU with immediate effect if the Utilizer is adjudged as insolvent or is subject to bankruptcy or insolvency or has receiver appointed upon its assets, or subject to any judicial enquiry or investigation for breach of applicable laws on anti-corruption, anti-bribery or money laundering or otherwise, or subject to any litigation, the outcome of which is likely to have a material adverse effect on this.</p>

**Mantra Bricks & Cement Artical**





*[Signature]*  
Partner

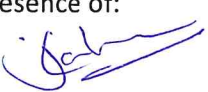


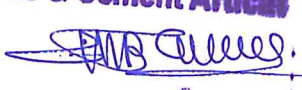




<b>INDEMNITY BY UTILIZER</b>	The Utilizer shall defend, indemnify and save harmless directors, employees and agents of Generator against any and all direct claims, demands, fines, loses, damages, costs, penalties, expenses, actions, suits or proceedings, injuries, monetary liability on account of any 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>MCIA Rules</b> "), which MCIA 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. The Parties agree to this mode of dispute resolution to be replicated in detail in the definitive Term Sheets.

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></li> <li></li> </ol>	<div style="text-align: center;">   <p>Ms. Sandhya Tolat</p> <p><b>For AARTI INDUSTRIES LIMITED</b></p> <p><b>(General Counsel &amp; Authorized Signatory)</b></p> </div>
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<p><b>SIGNED AND DELIVERED</b> by the within named Mantra Bricks &amp; Cement Articles through its Authorized Signatory</p> <p>Mr. Mukesh Bhai Bhagvanji Bhai Tilva in the presence of:</p> <ol style="list-style-type: none"> <li></li> <li></li> </ol>	<div style="text-align: center;">   <p>Partner</p> <p>Mr. Mukesh Bhai Bhagvanji Bhai Tilva</p> <p><b>For Mantra Bricks &amp; Cement Articles</b></p> <p><b>(Authorized Signatory)</b></p> </div>
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