



BEIL-PH-III/MoEF/03

Date: 19.12.2014

To;
Ministry of Environment, Forest and Climate Change
Indira Paryavaran Bhawan
Jal Block, 2nd Floor.
Jor Bagh Road; Aliganj, New Delhi-110003

Received by
Ministry of Environment, Forest and Climate Change
New Delhi

Subject: Submission of Compliance status of EC for expansion of TSDF and common incinerator facility

Ref: MoEF, RO-Bhopal, letter No. 5-28/2008(ENV)/356 dated 19.11.2014 regarding certification of compliance

R/Sir;

Kindly refer letter No. 5-28/2008(ENV)/356, dated 19.11.2014. We are submitting herewith our comments /explanation regarding Compliance to EC conditions which are mentioned as not complied and partially complied.

Table with 3 columns: Conditions, Compliance status as per MOEF Letter No. 5-28/2008(ENV)/356, dated 19.11.2014, and BEIL Comments / Explanation. Row 1: A. Specific Condition. Row 2: 5. All the conditions stipulated in the letter of Gujarat PCB vide their letter dated 22.05.2007 should be strictly implemented along with hazardous (Management and Handling) Rules 2003. Compliance: Partially Complied. Comment: 1) We have obtained EC in March, 2008. We have set up second incinerator in 2012. As the project was not implemented, we have not submitted report earlier. We are regularly submitting half yearly compliance report from January, 2012. The first half yearly report was submitted for July to Dec, 2011. Copies of acknowledgements are attached as Annexure:1

		application is attached as Annexure :2
7. A copy of the clearance letter shall be marked to the concerned panchayat/local NGO, if any, from whom any suggestion/representation has been received while processing the proposal	Partially Complied No documentary evidence was submitted	1) We have marked EC copy to concerned , local NGO's from whom suggestions representation have received during processing of the proposal. Copies of letters are attached as Annexure :6
9. The project proponent should advertise at least in two local newspapers widely circulated in the region around the project one of which shall be in the vernacular language of the locality concerned informing that the project has been accorded environmental clearance and copies of clearance letters are available with the Gujarat State Pollution Control Board and may also be seen at website of the ministry of environment & forests at http://www.envfor.nic.in	Partly Complied Only one copy of advertisement submitted	1) We have given advertisement in papers SANDESH dated 22.03.2008, THE INDIAN EXPRESS dated 22.03.2008 Copy advertisements are attached as Annexure: 7(a) and Annexure: 7(b)

		<p>loss as per the acceptance criteria for landfill. (Copy of comprehensive analysis report is attached as <i>Annexure :4 (a)</i>)</p> <p>(Copy of analysis report is available in our Half yearly Environmental Audit (Jan- 2014 to June-2014) carried out by Schedule-1 Auditor is attached as <i>Annexure:4(b)</i>)</p>
<p>11.</p> <p>Project proponent shall carry out periodical/groundwater/soil monitoring in and around the site to check the contamination including TCLP test for heavy metals</p>	<p>Partly Complied</p> <p>1) Water quality analytical reports of May 2012, November 2012 and May-2014 are showing higher concentration of Nickel and Chromium</p> <p>2) No consistency in submission of half yearly report along with compliance status</p>	<p>1) We have checked the analytical reports of May 2012, November 2012 and May-2014. The limit of in Chromium is 0.05 mg/l. & For Nickel we could not find any specific limit. Our results during the period are found within permissible limit. Copy of the analytical reports are attached as <i>Annexure :5</i></p> <p>2) We have obtained EC in March,2008. We have set up second incinerator in 2012. As the project was not implemented, we have not submitted report earlier. We are regularly submitting half yearly compliance report from January, 2012. The first half yearly report was submitted for July to Dec,2011. Copies of acknowledgements are attached as <i>Annexure:1</i></p>
<p>13</p> <p>Green belt development to a tune of 41,000 sq mts with thick canopy trees around the project site should be taken up to mitigate the impacts on the overall air quality at the site</p>	<p>Partly Complied</p> <p>1) 12,285 saplings have been grown covering an area of 50,000 Sq. Meters. Includes part of greenbelt and plantation over capped cells.</p>	<p>1) We have developed greenbelt in total area of 50,000 Sq. Meters. Approx 12485 Nos. of Plantation done. Development of greenbelt is a continuous process as long as site is operational.</p>

As per the END NOTE maximum conditions are complied and we are given details regarding specific point No. 6 and 7.

Pt No. 6: We have successfully uploaded our Compliance report on our website at http://www.tatvaglobal.com/about_tatva.php

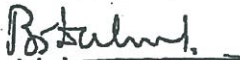
Copy of the Website page is attached as *Annexure: 9*

Pt No. 7: Minutes of Public hearing conducted, are attached as *Annexure: 10* for your ready reference.

We hope that the above is in order. We humbly request you to make correction in the above certificate

Thanking You

Yours faithfully,
For, Bharuch Enviro Infrastructure Ltd.


B. D. Dalwadi
Chief Executive Officer

C.C to

Dr. A. Mehrotra , Director(S)
Ministry of Environment and Forests
Regional Office , Western Region,
Kendriya Paryavaran Bhawan
Link Road No.3
E-5 ,RavishankarNagar
Bhopal- 462016


बैंक ऑफ बड़ोदा Bank of Baroda

INDANK/ADV/2011-12

Date: 30.04.2011

M/S Bharuch Enviro Infrastructure Ltd
Plot No 117 GIDC,
Ankleshwar 393002.

Dear Sir,

Re: - Sanction of various credit facility.

We refer to your request for Review with increase/sanction of Various credit facility of Rs.31.31 Crore as per detail given in table given hereunder and are pleased to inform that Bank have considered your request favourably and Reviewed with increase/sanction the various credit facility for a period of 12 months on 27.04.2011 (subject to annual review) as per terms and conditions and securities in the enclosed ANNEXURE-D (page 1-8).

Review with increase/sanction the following facilities:- (₹ In Crores)

S n	Nature of facilities	Existing	Proposed
1	Working Capital	0.34	0.00
2	Term Loan-I Capital Expenditure	3.50	3.17
3	Term Loan-II Capital Expenditure	0.00	9.00
4	Demand Loan Against Govt Subsidy	0.00	14.14
	Total Fund Based	3.84	26.31
	Non Fund Based		
5	Bank Guarantee (perf/financial)	5.00	5.00
	Total Non Fund Based	5.00	5.00
	Total Exposure	8.84	31.31

Though above mentioned facilities are sanctioned for a period of 12 months. Bank reserve the right to recall the facilities or alter the terms and conditions at any time during the currency of the facilities.

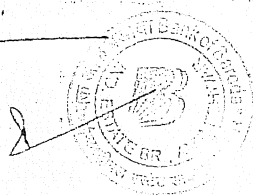
The Bank reserve the right to discontinue the facilities and to withhold/ stop disbursement without giving notice in case of non-compliance/ breach or any of the terms and conditions stipulated herein and from time to time as also in the relevant documents or any information/particulars furnished to us are found to be incorrect or in case of any development or situation wherein in the opinion of the bank it's interest will be likely to be prejudicially affected by such continuation or disbursement.

If the above conditions are acceptable, please arrange to return one copy of this letter duly signed by the Firm and its Partners, Guarantors bearers on all pages for having accepted the terms and conditions as contained in the Annexure-D (page 1-8). On hearing from you we shall revert for documentation and other formalities.

Due date of review: 27.04.2012

Yours Faithfully,

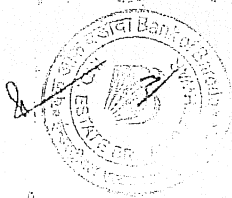
(V.V. Rao)
Chief Manager



	<p>4) At each stage of disbursement, pre-disbursement inspection is to be carried out any end use of the Bank's fund to be ensured.</p> <p>5) The borrower is to submit all bills, invoices & receipts and keep on record.</p> <p>6) The borrower is to ensure that the entire project implemented in time as scheduled. In case of time over run or cost over run, the matter is to be appraised to the sanctioned authority in time with remedial measures.</p>
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3) Nature of Facility	: Demand Loan (Against Government Subsidy)-
Limit	: Existing Proposed Rs.0.00 crores Rs.14.14 crore
Purpose	: To fill-up the Gap of Subsidy (equity) to be receivable from the Govt. For Civil Construction and Purchase of Plant & Machinery and Other Capital Expenditure
Margin	: NA
Rate of Interest	: 2.00% over Base Rate, i.e. 11.50% p.a. with monthly rests (concession of 3.50% - applicable rate 5.50% over Base Rate).
Processing charges	: One time unified charges of 0.75% plus service tax to be recovered on sanction of the credit facility.
Period	: 24 Months
Repayment Schedule	: Repayable within two years from subsidy receivable from Govt. Door to door tenor is 24Months.
Security / Documents	: 1) D. P. Note executed by Company, under common seal supported by requisite Board Resolution. (LDOC 4) 2) Exclusive 1 st charge on Immovable and Movable assets of the company 3) Letter of instalment with acceleration clause. (LDOC-57) 4) Composite undertaking. (LDOC 134, 136 & 136A)

4) Nature of Facility	: Performance/ Financial Inland Bank Guarantee
Limit	: Existing Proposed Rs.5.00 Crore Rs. 5.00 Crore
Purpose	: For issuing guarantee in favour of various organization of Contract Performance Guarantee. Advance payment Guarantee, Guarantee in lieu of earnest money. Guarantee to Government Departments etc.
Margin	: 25 % cash in the form of SDR/FDR - Financial Bank Guarantee of disputed nature to be secured by 100% cash margin.
Commission	: <u>Inland BG:</u> Performance: 0.20% plus Service Tax per months and thereafter for completed months & part thereof, Financial: 0.25% plus Service Tax per months and thereafter for completed months & part thereof, <u>Foreign BG:</u> As per Bank's guidelines from time to time. The commission is to be recovered upfront for the entire validity period of BG, including claim period, if any.
Processing charges	: Processing charges of 0.10% plus service tax to be recovered on review of the credit facility.
Period	: 12 months Period of guarantee should not exceed 60 months excluding Notice period.
Other Condition	: The said facility to be secured by extension of charge on assets already charged to the bank.
Security	: 1) Counter Indemnity of the company.



Proviso	<p>Guarantees issued shall be specific & unequivocal as regards: a) Amount b) Period c) Beneficiary and d) Purpose.</p> <p>The following type of guarantees shall not be issued:</p> <ol style="list-style-type: none"> a) Guarantees having unlimited validity / maturity of more than 10 years, except in favour of courts backed by 100% margin. b) Guarantees in respect of deposits / loans received from any person/Bank/NBFC, in lieu of their risk appraisal. <p>3. The Bank Guarantee issued by the Branch shall not contain any onerous clause or liability for payment of interest. The liability of the Bank should be clearly determined in terms of amount and time. If deemed necessary, the guarantee format will be verified from the Legal officer at Regional Office.</p> <p>4. In case of invoked BG, no further guarantee is to be issued without permission from Regional office.</p>
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Collateral securities: All the above credit facilities to be secured by first and exclusive charge on immovable and movable assets of the company situated at Plot No 9701 to 9716, 9801 to 9828, 9901 to 9906, 9923 to 9928 (admeasuring 69840 sq mtrs) 7905/E TO 7905/H, 7924 TO 7927, 9407 TO 9412, 9501 TO 9506+G/6, TO 9601 TO 9604, G7+10001 TO 10003 GIDC, Ankleshwar including plant and machineries.

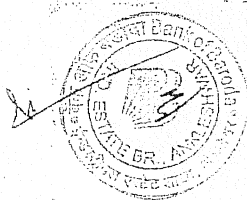
Composite Hypothecation Agreement executed by the company hypothecating all the current assets including movables machineries the credit limits availed by the company..

Terms & Conditions to be complied with before disbursement of the fresh/ increased facilities:

1. The Company, its directors are to accept all terms & conditions of the sanction i.e. unconditional acceptance.
2. The company is to pay all stipulated charges viz. Up-front fees, TEV study waiver charges, Processing charges, Documentation charges, etc.
3. The Company is to submit Board Resolution for availing of fresh/increased credit facilities and execution of security documents for the sanctioned credit facilities (LDOC-75)
4. The company is to submit Title Clearance Certificates from Bank's approved advocate in respect of immovable properties mentioned at Sr. No. 1 under the head 'Common Securities'. The company is to ensure that the titles of the said properties are clear, marketable and unencumbered.
5. The company is to execute all security documents including creation/extension of Equitable Mortgage. The executed documents are to be got vetted from Region Legal Department Surat. Discrepancies, if any, are to be rectified.
6. All disbursement conditions specifically stipulated under the respective fresh/increased credit facilities are to be meticulously complied with.

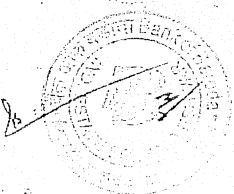
OTHER GENERAL TERMS AND CONDITIONS:

1. All stipulated charges over the assets of borrower/guarantor companies are to be registered with the Registrar of the Companies (ROC) within 30 days from the date of its creation. The Branch is to obtain search report from ROC and to ensure that all our stipulated charges are duly registered.
2. The company is to create/extend Equitable Mortgages of the stipulated immovable properties.

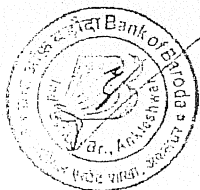


3. After creation / extension of Equitable Mortgages, the mortgaged documents are also to be got vetted from the Regional Legal Department. Discrepancies, if any, are to be rectified.
4. The sanctioned / increased credit facilities will be disbursed only after execution of stipulated security documents and compliance of various terms & conditions of the sanction to the Bank's satisfaction.
5. The Company and its directors are to undertake that during the currency of our advance, they **will**:
 - Deal exclusively with us, route all their transactions through their Cash Credit account, will not open any Current Account with other Bank/s without permission of the Bank in writing and close the Current Account/s maintained with other bank/s & furnish account closure certificate/s to the Branch.
 - Retain entire of Net Profit after Tax, as estimated/projected.
 - Bring additional long term funds to meet with the cost over run/time over run, if any.
 - Bring additional long term funds to meet with the repayment obligations of the Bank in time, if there is negative cash profit or positive cash profit is not adequate to service repayment obligations of the Bank.
 - Bring additional long term funds to meet with estimated/projected Net Working Capital, in case estimated/projected net profit is not achieved.
 - Improve and Maintain Current Ratio at minimum level of 1.33 as estimated/projected.
 - Improve and Maintain Debt Equity Ratio (TOL/TNW) at maximum level of 2.00, as estimated/projected.

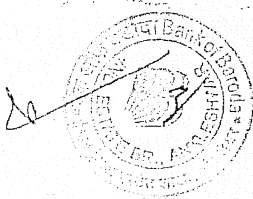
Non-compliance of any abovementioned financial covenant will attract penal interest @1.00% p.a. for the period of default. (10% variance in above parameter will be permitted)
6. The Company and its directors are to undertake that during the currency of our advance, they **will not**, without the permission of the Bank in writing:
 - Implement any scheme of Expansion / Modernization / Diversification, except which are approved by our Bank.
 - Formulate any scheme of Merger / Acquisition / Amalgamation / Reconstitution.
 - Any Change in the management set-up / capital structure of the Company.
 - Enter in to borrowing either secured or unsecured with any other Bank / Financial institution / Corporate body.
 - invest / deposit / lend funds to group firm & companies / directors / family members / other corporate bodies / firms / persons.
 - Create any further charge, lien or encumbrances over the assets charged to the Bank in favour of any other Bank, Financial institution, NBFC, firm, company or person or otherwise dispose off any of the fixed assets.
 - Undertake guarantee obligation on behalf of any other borrower, Group firms / Companies.
 - Pay commission / brokerage / fees etc to Guarantor / or any other person for guaranteeing the facilities sanctioned to the Company.
 - Declare dividends for any year, except out of the profits related to that year, after paying all due and making provisions as required for that year, provided there is no default in repayment obligation by the Company.
 - Allow the level of net working Capital to come down from the estimated / projected level.
7. The Company is to obtain Pollution Control Certificate from Gujarat Pollution Control Board (GPCB) and submit copy of the same to the Branch.



8. The Borrower is to pay up-front fee, processing charges, TEV study waiver charges, documentation charges, commitment charges, ECGC premium and inspection charges as applicable at the sanctioned rate or rates prescribed by the Bank from time to time.
9. The proper books of accounts, stock register and records of machineries are to be maintained as per the Bank's requirements and to be made available to the Bank officials / representative during inspection.
10. The securities charged to the Bank are to be inspected on bi-monthly / quarterly / half yearly intervals, as per Bank's guidelines. Inspection charges for periodical verification of stocks / machinery / securities are to be borne by the Company.
11. The Bank will have the right to examine the books of accounts and carry out inspection or valuation of assets of the Company, which are charged to the Bank, from time to time by Bank's official / technical experts / external agencies / C.A. firms / management consultants and / or valuers. The inspection / valuation charges so incurred will be borne by the Company.
12. Bank's nameplate for lien will be displayed prominently at the place of each unit, office, on hypothecated machineries and also at the place of storage of hypothecated goods.
13. All money advanced or to be advanced by the Bank will be utilized exclusively for the purpose set forth in application / project report submitted to the Bank. In case the advance is utilized or attempted to be utilized for any other purpose or if the Bank apprehends or has reasons to believe that the said loan is being utilized for any other purpose, the Bank shall have the right to recall the entire or any part of the loan / advance forthwith without assigning any reason there of.
14. The Company is to obtain comprehensive insurance policy covering insurance of various factory buildings, plant & machineries, electric installations, furniture & fixtures, vehicles, computers, equipments, stock of raw materials, work-in-progress, finished goods, residential bungalow, etc charged to the to Bank incorporating 'Bank clause'. Insurance policy should cover stocks lying at different places and should cover all risks including earthquake. The company is to cover the same as far as possible under BANCASSURANCE Scheme. The insurance policy to be submitted to the Bank.
15. Valuation Reports in respect of the Factory Land & Building, other immovables charged to the Bank and Machineries should be obtained from the Bank's approved Architect Engineer / Valuer once in every -3- years as per Bank's norms, the fees for which are to be borne by the Company. The Company is to submit list of machineries and other movable fixed assets once in a year to the Branch.
16. The Company is to obtain and continue to obtain / renew various licenses / permissions / sanctions etc from various Government Department from time to time and copy of the same should be given to the Bank.
17. The facilities are sanctioned for a period of -12- months. The renewal of facilities will be subject to satisfactory conduct and performance for which the renewal papers i.e. latest audited / provisional financials, CMA, income-tax returns, etc. should be submitted before -3- months of the due-date of the review or -6- months from the date of close of financial year of the Company, whichever is earlier, failing which penal interest will be charged as per Bank's guidelines.
18. The company is to submit audited financials of the Company at the earliest (irrespective of due date of reviewal of facilities).

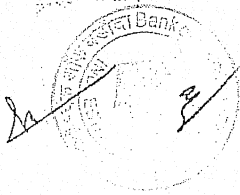


19. In case of any default in the repayment of the loan or interest, the Bank and / or RBI will have an unqualified right to disclose or publish the name of the Company / directors / guarantors as defaulter in such manner and in such medium as the Bank or the RBI in their absolute discretion may think fit.
20. The Company and the Directors / Guarantors will submit a declaration that none of them is related to any director of our Bank / any other Banking Company or to any staff of our Bank.
21. The Company would keep the Bank informed of the happening of the event that is likely to have substantial effect on the profit / business or circumstance adversely affecting its financial position.
22. The Company will use our e-banking facilities for its entire financial requirements.
23. Penal interest will be charged, @ 1.00% - 2.00% p.a., as per Bank's norms, for the following irregularities:
 - Non / Delayed payment of instalment and / or interest and / or excess over the limit.
 - Non / Delayed submission of provisional / audited financials, CMA, I. T. returns, etc for reviewal of the facilities.
 - Non / Delayed payment of invoked guarantee / devolved L/C.
 - In the event of any breach / non-compliance of any major terms and condition of the sanction (at the discretion of the Bank)
 - Non compliance of any financial covenant undertaken by the Company.
24. The company is to ensure that all the terms and conditions of the sanction are complied with in letter & spirit .
25. The advance made available under the above mentioned facilities are repayable on demand and the terms & conditions of these facilities granted, at the discretion of the Bank, are subject to change from time to time without any prior notice. The Bank reserves the right to withdraw, modify or amend the terms & conditions of advance and Bank would not bound to disburse full amount of advance in the event of any failure on the part of the Company in satisfying any of the stipulated terms & conditions.
26. The Bank reserves the right to discontinue the credit facilities / advance / loans and/or to withhold / stop any disbursement/s without assigning any reasons / giving any notice, in case of non-compliance / breach of any of the terms & conditions stipulated therein and from time to time as also in the relevant document or any information / particulars furnished to us found to have incorrect or in case of any development or situations wherein, in the opinion of the Bank, its interest will be/is likely to be prejudicially affected by such continuation or disbursement.
27. The rate of interest, margin and other charges will be subject to change as per RBI's directive / Bank's Policy from time to time.
28. The stipulated rate of interest is subject to 'Internal Credit Rating' (CRISIL RAM Module at present) prepared by the Branch and to be vetted by the sanctioning authority. The rate of interest is subject to change from time to time based on audited financials as on 31st March of each year, which is to be submitted before 31st October of each year for carrying out credit rating and deciding rate of interest to be charged in the account for the next year effective from 1st October for the respective year (irrespective of due date of reviewal of facilities). In case of any delay in submission of audited financials, Bank reserves the right to charge rate of interest with maximum spread along with penal interest for delay in submission of B/s.



29. Company to undertake that in case of delay or non receipt of subsidy from the Government, they will pay the demand loan on its due date from their own sources.

30. The sanction is valid for 4 months from the date of sanction.





SURTI & TALATI

CHARTERED ACCOUNTANTS
(FORMERLY K. S. SURTI & CO.)

CERTIFICATE

We have verified the relevant records and project report as shown to us by **Bharuch Enviro Infrastructure Ltd.** having registered office at Plot No. 9701, G.I.D.C. Ankleshwar, Dist. Bharuch, Gujarat and based on that we hereby certify that the projected source of fund towards expenditure proposed to be incurred to complete the expansion of existing landfill and 2nd Common Incinerator plant at GIDC, Ankleshwar was as under:

Sr. No.	Particulars	Amount (Rs. in Laes)
1.	Own Fund (Internal Accruals)	1,136.25
2.	Subsidy (State and Central Government)	2,272.50
3.	Bank Loan	1,136.25
	Total Projected Sources of Funds:	4,545.00

This certificate is issued at the request of the company to submit the same with Ministry of Environment and Forests (MOEF), Regional office, Bhopal.

For, Surti & Talati
Chartered Accountants
FRN - 114924W

(CA. Arpan. K. Surti)
Partner

Membership No. 125730
Ankleshwar dated 18th December 2014



About tatva

Tatva is one of India's largest and most diversified provider of waste management services, committed to the growing challenge of protecting the environment. Tatva provides environmental management solutions for cities, townships, municipalities, industrial estates, commercial, industrial and residential customers across the country



Deploying cutting-edge technology to meet today's ever increasing environmental concerns, Tatva's range of services includes collection, treatment, recycling & disposal of regular and hazardous solid waste; handling, recycling & disposal of waste water; sewage treatment; planning & management of water supply to homes & industries as well as the production of valuable energy from waste.



Tatva's major operations are conducted by a number of subsidiary companies spread across India. The various projects and initiatives pursued by Tatva and its group companies have helped to reduce environmental pollution in many parts of the country considerably.




Managed by a group of highly qualified business professionals and technocrats, Tatva is a pioneer in the Indian waste management space with many 'firsts' to its credit and aims to be a leading global environmental services Company in the years to come.

Environmental Compliance

Compliance to Condition of Environmental Clearance (January 2014 to June - 2014)
C. C. & A Order No.AWH-50809 date of issued date 29.10.2012 & Valid upto 31.07.2017

Tatva Logo


See the thought behind our logo.



[know more](#)

Group Companies


Learn more about Tatva's subsidiary companies that handle a variety of operations & oversee several key projects.



[Know more](#)

Milestones

Our story unfolds in laurels like the Gujrat Gas Safety Awards & recognition by Baroda Productivity Council.



[Know more](#)

Our Identity > About us

