

Sl. No. 60/R.1
Date 08.FEB.2025

BEFORE THE NATIONAL GREEN TRIBUNAL PRINCIPAL
BENCH, NEW DELHI

ORIGINAL APPLICATION NO. 606 OF 2018
(In respect of the State of Arunachal Pradesh)

IN THE MATTER OF:

COMPLIANCE OF MUNICIPAL SOLID WASTE MANAGEMENT RULES,
2016 AND OTHER ENVIRONMENTAL ISSUES

(Six Monthly Progress Report Dtd.30/12/2024)

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Advocate for the State of Arunachal Pradesh: Shubham Bhalla

Chief Engineer

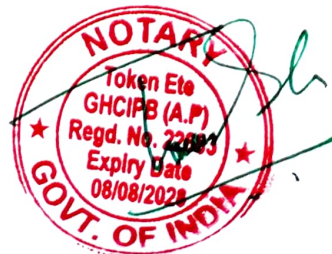
Deptt. of UD & Housing
Govt. of A.P.

**AFFIDAVIT PROGRESS REPORT ON BEHALF OF THE STATE OF
ARUNACHAL PRADESH.**

I, Shri Taring Darang, S/o Lt. Tagang Darang, aged about 56 years, Chief Engineer Urban Development & Housing, Government of Arunachal Pradesh, Itanagar do hereby solemnly affirm and state as under:

1. That, I am Shri Taring Darang, Chief Engineer Urban Development & Housing, Government of Arunachal Pradesh, Itanagar and I am conversant with the facts and circumstances of the instant case in my official capacity. Hence, I am competent to swear this Affidavit Progress Report.
2. That, I have read the contents and I submit that the facts stated in this Affidavit Progress Report are true to the best of my knowledge and are derived from the office records made available by the concerned Departments. It is also submitted that the information on compliance of the Solid Waste Management Rules, 2016 are as provided by the Arunachal Pradesh State Pollution Control Board. I believe them to be true. No part of the same is false and no material has been concealed there from.
3. That at the outset the answering respondent would like to apprise this Hon'ble Tribunal that the State of Arunachal Pradesh has made progress in the implementation of the MSW Rules, 2016 but is still hampered due to geographical and monsoon related constraints due to which the available working time is around 4 to 6 months. Therefore, the implementation of MSW Rules, which requires deployment of construction equipment, material, manpower to work sites etc., takes a longer time in the State of Arunachal Pradesh as compared to other states.
4. That, this Progress Report is being filed in pursuance of the Hon'ble NGT's order dated 24.11.2022 whereby it was directed that six monthly progress reports with verifiable progress may be filed by the Chief Secretary with a copy to the Registrar General of this Tribunal by e-mail at judicial-ngt@gov.in. The last affidavit of State of Arunachal Pradesh was filed on 08.08.2024 which covers the three six-monthly period upto 05.06.2023, 13.12.2023 and 30/06/2024.


Chief Engineer
Deptt. of UD & Housing
Govt. of A.P.
Itanagar



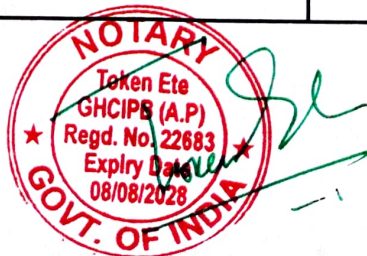
The following are submitted for kind consideration of this Hon'ble Tribunal :

As per observation made in the Hon'ble Tribunal's last order dated 08.08.2024, the position of legacy/solid/liquid waste management is shown orderly as under :

Table – A: Status of legacy/solid waste management as on 31/12/2024:

Sl. No.	Parameter	1 st Six-Monthly Report (05/06/2023)	2 nd Six-Monthly Report (13/12/2023)	3 rd Six-Monthly Report (30/06/2024)	4 th Six Monthly Report (31/12/2024)	Reference																																																						
1	Legacy Waste in Itanagar, Naharlagun town	44,117 Cum	0 (44,117Cum Treated)	0 (44,117Cum Treated)	0 (44,117Cum Treated)	Annexure-IC at Page- 12 to 18																																																						
				<table border="1"> <thead> <tr> <th>Sl No</th> <th>Break up-Composition</th> <th>% Quanti ty</th> <th>Sl No</th> <th>Break up-Composition</th> <th>% Quanti ty</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Plastic</td> <td>85</td> <td>1</td> <td>Plastic</td> <td>85</td> </tr> <tr> <td>2</td> <td>Paper & Woods</td> <td>7</td> <td>2</td> <td>Paper & Woods</td> <td>7</td> </tr> <tr> <td>3</td> <td>Textile</td> <td>2.5</td> <td>3</td> <td>Textile</td> <td>2.5</td> </tr> <tr> <td>4</td> <td>Biomass</td> <td>2.65</td> <td>4</td> <td>Biomass</td> <td>2.65</td> </tr> <tr> <td>5</td> <td>Glass</td> <td>0.75</td> <td>5</td> <td>Glass</td> <td>0.75</td> </tr> <tr> <td>6</td> <td>Metal</td> <td>0.6</td> <td>6</td> <td>Metal</td> <td>0.6</td> </tr> <tr> <td>7</td> <td>Hazardous</td> <td>NIL</td> <td>7</td> <td>Hazardous</td> <td>NIL</td> </tr> <tr> <td>8</td> <td>Others/inert</td> <td>1.5</td> <td>8</td> <td>Others/inert</td> <td>1.5</td> </tr> </tbody> </table>	Sl No		Break up-Composition	% Quanti ty	Sl No	Break up-Composition	% Quanti ty	1	Plastic	85	1	Plastic	85	2	Paper & Woods	7	2	Paper & Woods	7	3	Textile	2.5	3	Textile	2.5	4	Biomass	2.65	4	Biomass	2.65	5	Glass	0.75	5	Glass	0.75	6	Metal	0.6	6	Metal	0.6	7	Hazardous	NIL	7	Hazardous	NIL	8	Others/inert	1.5	8	Others/inert	1.5	
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L. P. D.
Chief Engineer
 Deptt. of UD & Housing
 Govt. of A.P.
 Itanagar



Sl. No.	Parameter	1 st Six-Monthly Report (05/06/2023)	2 nd Six-Monthly Report (13/12/2023)	3 rd Six-Monthly Report (30/06/2024)			4 th Six Monthly Report (31/12/2024)			Reference	
2	Legacy Waste in Pasighat town	45,266 Cum	10,016 Cum 4,509 Cum (As on Jan'2024)	0			0			Annexure-IC at Page- 19 & 20	
				Sl No	Break up-Compositions	% Quantity	Sl No	Break up-Compositions	% Quantity		
				1	Plastic, Rubber, Glass, Paper, Metal, wood, cloth	18%	1	Plastic, Rubber, Glass, Paper, Metal, wood, cloth	18%		
				2	Soil, Manure, C&D	62%	2	Soil, Manure, C&D	62%		
				3	Volume Reduction due to decomposition of waste	20%	3	Volume Reduction due to decomposition of waste	20%		
				Total		100%	Total		100%		
				Sl No.	End product of legacy waste	Disposal method	Sl No.	End product of legacy waste	Disposal method		
				1	Plastic, Rubber, Glass, Paper, Metal, wood, cloth	1. One truck of plastic from legacy waste has been sent to Dalmia factory as RDF. 2. Scrap dealer and recyclers.	1	Plastic, Rubber, Glass, Paper, Metal, wood, cloth	1. 8500 MT of plastic from legacy waste has been sent to Dalmia factory as RDF. 2. Scrap dealer and recyclers.		
				2	Soil, Manure, C&D	Land Filling Site Leveling	2	Soil, Manure, C&D	Land Filling		
Legacy Waste Remediation in other census towns:											
i.	Ziro	Completed	Annexure-IB at Page-11								
ii.	Aalo	In progress									



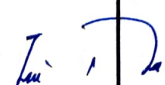

Chief Engineer
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 Itanagar

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3.	Solid Waste generated	215.21 TPD	223.45 TPD	215.02 TPD	217.38 TPD	Annexure-II at Page-114
4.	Solid Waste Processed	-	45.36 TPD	44.49 TPD	54.66	Annexure-III at Page-115
5.	Material Recovery Facilities (MRFs)	-	3 MRFs are Manually operational (12 TPD), 6 MRFs are completed With main civil infrastructure, (21 TPD) and 4 MRFs are in advance stage of construction (66.5%) (14TPD) 6 MRFs proposed (24 TPD)	<p>a) Manually operational including outsourced : 7 Nos</p> <p>b) 100% Civil works completed : 4 Nos</p> <p>c) Under construction : 6 Nos</p> <p>d) Proposed under Special Assistance to State Capital Investment (SASCI) : 5 Nos</p> <p>e) Proposed under Ring-Fenced Account : 5 Nos</p> <p>After completion, Total capacity of 27 MRFs above shall be 134 TPD.</p> <p>f) Processing equipment and machineries shall be procured under SBM-2.0</p>	<p>a) Functional : 11 Nos</p> <p>b) Civil Works completed/not yet functional : 2 Nos</p> <p>c) Work in active progress : 11 Nos</p> <p>d) Proposed- 3 Nos</p> <p>e) Processing machineries under SBM 2.0 have been procured under SBM 2.0 for 13 towns.</p> <p>f) For waste collection & transportation, 28 Nos of tractors& trucks have been procured under sanitation program of UD&H. Another, 18 Nos of vehicles have been procured under Swachh Bharat Kosh (SBM 2.0)</p>	<p>Annexure-IV(A) at Page- 116</p> <p>Annexure-IV(B) at Page- 117 to 119</p>



Table – B: Status of liquid waste management as on 31/12/2024 :

Sl. No.	Parameter	1 st Six-Monthly Report (05/06/2023)	2 nd Six-Monthly Report (13/12/2023)	3 rd Six-Monthly Report (30/06/2024)	4 th Six-Monthly Report (31/12/2024)	Reference
1.	Liquid Waste generated	51.49 MLD [re-estimated from 236.48MLD]	48.42 MLD	47.2 MLD	47.63 MLD	[Annexure-VI(A) at Page-122]
2.	Liquid Waste processed	-	-	0.16 MLD (160 KLD)	0.177 MLD	3 (three) projects completed and 2 (two) projects shall be completed by 31.03.2025 [Annexure-VI(A) at Page-122]


Chief Engineer
 Deptt. of UD & Housing
 Govt. of A.P.

Itanagar



In addition to above, the following directions were given by the Hon'ble NGT for compliance (Directions cum Compliance are numbered serially as given in the Order dtd. 08.08.2024) :

8.i To re-assess and submit the factual position on the ground with respect to the quantity of legacy solid waste, methods adopted for its treatment and quantity disposed including extent of reclamation of land;

Compliance: The report of quantified data on residue management of the legacy waste from Itanagar and Pasighat as shown at Table-A above, has been enclosed at [Annexure-IC at Page-12 to 20].

Quantification & Characterization of Legacy Waste was assessed for 15 towns by experts in Phase-I Study conducted by GTRE GREEN PVT. LTD.[Annexure-IA at Page-9].

Phase-II Study for additional 12 towns has been approved and shall be completed by May'2025 [Annexure-IA at Page-10].

Legacy waste remediation is completed for Ziro and is under progress for Aalo.

A project on Scientific disposal of Municipal Solid Waste facility for Itanagar (also referred as "Waste to Charcoal Plant" is being taken-up by Itanagar Municipal Corporation in collaboration with M/s 7 Hills Nexgram. [Agreement placed at Annexure- ID at page- 21 to 113]

8.ii With regard to the liquid waste the factual positions of sewage generation, the Committee will re-assess the same and method of treatment including disposal of treated waste water has to be furnished. The treated waste water quality analysis report will also has to be furnished;

Compliance :

Assessment of sewage generation were carried out by NCPE Infrastructure India Pvt. Limited and Used Water Treatment proposals with methods of treatment for 27 towns were prepared [Annexure-VI(B) at page-123] and the DPRs are under examination for accord of technical sanction for onward floating of tenders shortly. [Annexure- XII at Page-139 & 140]

Under Swachh Bharat Mission-Urban, State High Powered Committee (SHPC) has approved detailed project reports (DPR) for the implementation of Used Water Management projects in 27 urban towns with a total project cost of ₹ 167.99 crore including Rs. 113.75 crore CAPEX and Rs. 54.24 crore OPEX. In view of population size and sewage generation, CPHEEO recommends Bio tower with co-process for faecal sludge for large towns and Standalone Faecal Sludge treatment plant (FSTP) for smaller towns. Accordingly, the following Nos of projects were approved as under:

1. Bio-Tower STP (Sewage Treatment Plant) in 14 towns with co-treatment facility for faecal sludge.
2. Standalone Faecal Sludge treatment plant (FSTP) in remaining 11 small towns.
3. Co-treatment FSTP unit in 2 (two) towns having existing STP (Pasighat & Tawang).

Apart from above, FSTP/STP is also adopted as co-treatment :

A decentralized treatment approach undertaken through the Johkasou Sewage Treatment Plant (STP) with a capacity of 200 Kilo Liters per Day (KLD) for rejuvenation of the Yagamso river, Itanagar was completed and is presently functional. The STP plant is currently running 24x7 with 75% capacity i.e. 160 KLD while remaining 25% of total capacity is available for sudden surge in volume of sewage and future population. The plant is connected to 500 households residing in 100 buildings having 2500 number of individuals. **[Annexure-XI at Page- 137 & 138]**

The construction of a Faecal Sewage Treatment Plant (FSTP) at Chimpu, Itanagar with a capacity of 100 KLD is completed and is presently functional.

The STP, Pasighat(4 MLD) is targeted to be completed by 31st March, 2025.

The STP, Naharlagun (3 MLD) is targeted to be completed by 31st March, 2025.

The Septage Treatment Plant (40 KLD) for the cluster of towns (Namsai, Roing & Tezu) 100% complete and operational. **[Annexure- VIII at Page- 125 to 127]**

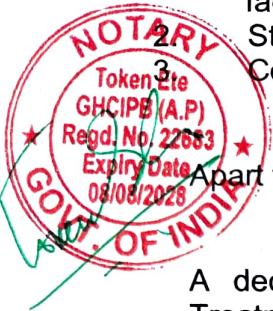
8.iii Details of budget breakup with regard to utilization of ring-fenced amount or other funds for the above purposes are to be furnished.

Compliance:

Budget provision have been kept for functionalization of on-going MRFs with addl infrastructures & C/o MRFs for remaining towns, Remediation of legacy waste, Rs. 50 Lakhs for each ULBs/DUDA as discretionary fund for Solid Waste Management, Providing dedicated 11 Kv line and installation of 630 KVA Transformer at municipal Garbage dumping site for the establishment of Waste to Charcoal Plant, Weigh bridge at dumping site, Chimpu, Itanagar, Used Water treatment Projects and Procurement of specialized sanitation transportation vehicles, equipments (for 5 years), Quantification and Characterization of fresh/legacy waste for 12 towns and Establishment of PMU for 5 years.

The budgetary break-up **[Annexure-XIII at Page-141]** is tentative and its various components shall be approved and sanctioned over a period of time on need basis by the Environmental Monitoring Committee (EMC). **[Notification at Annexure-XIV(A) at Page-142]**

Earnest efforts are being made by the state government by prioritizing projects in a phased manner by exhaustive deliberations amongst all stakeholders at Environmental Monitoring Committee meeting chaired by the Chief Secretary, GoAP. **[Minutes of last EMC meeting Dtd.27.11.2024 at Annexure-XIV(B) Page- 143 to 146]**



Workshops and exposure tours to places with successful SWM model cities are being undertaken periodically by government functionaries, stakeholders, local NGOs & entrepreneurs. In order to bridge the gap between waste generation and segregation and also to comply with the directions in OA 606/2018 by Hon'ble Tribunal, regular review meetings are taken by the Chief Secretary, Commissioner (Urban Affairs) and respective Deputy Commissioners (DCs) at district headquarters. An exhaustive conference of all DCs was held on 16th & 17th Jan' 2025 which was chaired by Hon' ble Chief Minister, Hon' ble Dy Chief Minister, Hon' ble Cabinet Ministers as well as all technocrats and bureaucrats led by the Chief Secretary. Extensive IEC campaigns and cleanliness drives are also being carried out statewide.

It is prayed that this Affidavit progress report filed by Shri Taring Darang, Chief Engineer Urban Development & Housing, Government of Arunachal Pradesh may kindly be considered and taken on record. This respondent also craves the permission of the Hon'ble Tribunal to file additional reports, as and when required.

DEPONENT

Chief Engineer
Deptt. of UD & Housing
Govt. of A.P.
Itanagar

VERIFICATION

I, the above-named deponent, do hereby verify that the facts stated in the above affidavit are true to my knowledge and belief. No part of the same is false and nothing material has been concealed there from.

Verified at Itanagar on this the 5th day of February, 2025.

DEPONENT

Chief Engineer
Deptt. of UD & Housing
Govt. of A.P.
Itanagar



Token Ete
NOTARY, GOVT. OF INDIA
GHCIPIB (A.P)
Regd. No. : 22683

NOTARY PUBLIC: OATH COMMISSIONER
Solemnly affirmed before me this day, I
Certify that I read over and Explained the
contents to the declarant and that the declarant
seemed perfectly to understand them

Annexure-IA

Assessment of Quantity & Physical Composition of Legacy waste (Phase-I Study conducted by GTRE GREEN PVT. LTD. ITANAGAR)						
Sl No.	Name of ULB	Quantity of legacy waste (MT)	Fine fractions (Soil/Sand/Silt) (%)	Scrap polymeric & combustible material (%)	Stone/Brick (%)	Miscellaneous (Metal,Glass& Other inert) (%)
1	Aalo	6898.24	65	18	10	7
2	Basar	3384.58	73	8	13	6
3	Bomdila	3745.38	68	9	14	9
4	Changlang	1454.61	65	15	5	15
5	Daporijo	4260.83	68	14	10	8
6	Itanagar	26253.94	80	6	9	5
7	Jairampur	1056.66	70	10	6	14
8	Khonsa	2273.04	75	6	11	8
9	Miao	2964.73	68	9	11	12
10	Namsai	20073.11	70	9	14	7
11	Pasighat	29842.605	71	11	13	5
12	Roing	12811.36	69	13	6	12
13	Seppa	1905.65	78	7	9	6
14	Tezu	13619.51	72	7	14	7
15	Ziro	177.69	65	15	13	7
	Total =	130721.93				
<p>Note: Legacy waste remediation is completed for Ziro and is under progress for Aalo. Phase-II study is being undertaken for remaining 12 towns.</p>						



File No. UDH-12011(11)/132/2024
 GOVERNMENT OF ARUNACHAL PRADESH
 OFFICE OF THE CHIEF ENGINEER
 DEPARTMENT OF URBAN DEVELOPMENT & HOUSING
 MOWB-II, ITANAGAR::791111

Email:: ceud-arn@nic.in::ph-0360-2214413/2217002 (fax)

Dated Itanagar the 6th Feb'2025.

To,
 M/s GTRE GREEN Pvt. Ltd.
 Itanagar

Sub.: Acceptance of Tender for the work "Study on quantification, characterization of municipal fresh and legacy waste including GIS mapping of dumping sites under Ring-Fenced Account (NGT) for 12 (twelve) towns."

Sir,

In inviting a reference to above and e-tendering ID: 2024_APUDH_2003_1 in connection with "Study on quantification, characterization of municipal fresh and legacy waste including GIS mapping of dumping sites under Ring-Fenced Account (NGT) for 12 (twelve) towns", it is to convey approval of the competent authority for the following firm as per its quoted amount for your further necessary action.

Sl. No.	Name of Firm	Quoted Amount
1	M/s GTRE GREEN Pvt. Ltd. Itanagar	Rs. 55,46,000.00 (Fifty-Five lakhs forty-six thousand) only inclusive of all taxes

Therefore, you are requested to convey your acceptance and execute the formal agreement as per clauses of contract with all relevant codal formalities.

Yours faithfully,

Enclo.: 1) Technical bids of the qualified firm
 2) Price bids of the firm.

Digitally signed by

Taring Darang

Chief Engineer

Date: 16-02-2025 08:08:45
 Deptt. Of UD & Housing,

Dated Itanagar, the 6th Feb'2025
 Chief Engineer
 Deptt. of UD & Housing

Govt. of A.P.

Memo No. UDH-12011(11)/132/2024
 Feb'2025.

Copy to:-

1. The PS to Commissioner (urban Affairs, Govt. of Arunachal Pradesh, Itanagar for information.
2. Office copy.

Chief Engineer

Legacy Waste Remediation at Ziro (Completed)



Legacy Waste Remediation at Aalo (in progress)



ON-GOING LEGACY WASTE REMEDIATION

Sl. No.	Name of Towns	RDF (KG)	FINE SOIL (KG)	COARSE SOIL IN (KG)	STONE (KG)	TOTAL LEGACY (KG)	METHOD OF TREATMENT	RECLAMATION OF LAND (Sqm)	REMARKS
1	Ziro	9910	49170	55770	88120	202970	Bio-mining	105	Completed
2	Aalo	16430	45770	44840	53230	160270	Bio-mining	11,500	In progress



File No. ITA/SC(SPV)-225/2022-23/
 OFFICE OF THE CHIEF EXECUTIVE OFFICER
 ITANAGAR SMART CITY DEVELOPMENT CORPORATION LIMITED
 SENIOR OFFICER QTR, TOWER NO.2, FLAT NO. 25 & 26, ZOO ROAD
 ITANAGAR: ARUNACHAL PRADESH

File No. ITA/SC(SPV)-225/2022-23/

Dated, the 24th December 2024

To

The Commissioner
 O/o Urban Affairs
 Govt. of Arunachal Pradesh, Itanagar.

Sub: Parawise Action Taken Report in compliance with Hon'ble NGT order in matter of O.A 606/2020/EZ-regd.

Sir

As directed to enclose status report of the completed legacy waste remediation at Itanagar 44177 cum, please find herewith Para wise action taken report in compliance with Hon'ble NGT in matter of O.A 606/2020/EZ.

Queries	Updated Composition Outlay:	Quantity		Remarks	
1) Updated quantity of legacy waste treated & Breakup/compositions of the legacy waste and its utilization.	1) Fine soil	23349.64 MT		<p>The project is 100% completed. Under this remediation work the legacy waste of about 44117 Cum (32084.08 MT) has been extracted and processed. The legacy site Karsingsa has been 100% reclaimed and handed over to IMC for re-purpose.</p> <p>1. The fine soil measuring about 24071.8 MT accumulated through trommels processing is being used for horticulture purpose at the ongoing Hollongi airport. Annexure-I (soil quality analysis report has been enclosed).</p> <p>2. The Refused Derived Fuel (RDF) from the legacy waste has been transported to the M/s Dalmia cement plant, Shillong that has been co-processing to use as a fuel for the</p>	
	2) RDF (Refused derived Fuel) 8012.28 MT	Break up- Compositions	% Quantity		
		1) Plastic	85.00		
		2) Paper & Woods	7.00		
		3) Textile	2.50		
	4) Biomass	2.65			

Chief Executive Officer
 Itanagar Smart City Dev. Corp. Ltd.
 Itanagar

		5) Glass	0.75	cement factory. Annexure-II (The utilization certificate and the transportation details are been enclosed) Annexure-III (enclosed report of composition of RDF)
		6) Metal	0.60	
		7) Hazardous	NIL	
		8) Others/inert	1.50	
	3) Total (1+2)	31361.92 MT (The difference of 722.16 MT is of the evaporated moisture content at the time of weighing)		

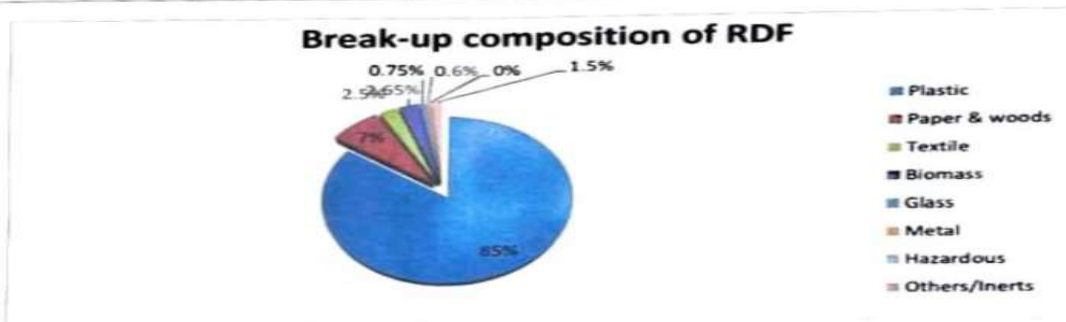


Fig: 1

This is to note that the Fig:1 is the graphical representation of the composition of the RDF that contains the respective quantity which is all combustible in nature and that all has been co-processed to Fuel that has been used in the M/s Dalmia Cement Factory for its purpose and usage. Whereas, the other By-Products are of Fine- Soil which is to be utilized for horticulture purpose at the ongoing Hollongi airport. The project is 100% completed with this aspect.

Submitted for your kind perusal and further filing of affidavit, please.

Yours sincerely,

Chief Executive Officer
Itanagar Smart City Dev. Corp. Ltd
Itanagar

Memo No.ITA/SC (SPV)-225/2022-23/153/2 Dated, Itanagar, the.....December 2024

Copy to: -

1. The PS to the Chief Engineer, Urban Development& Housing.
2. Member Secretary, APSPCB.
3. PA to the Chief Conservator of Forest (CCF), DoEFCC
4. PA to the Director Town Planning, Itanagar, Government of Arunachal Pradesh for information.
5. The Executive Engineer, SPV, ISCDCL for information and necessary action.
6. Office copy.

Chief Executive Officer
Itanagar Smart City Dev. Corp. Ltd
Itanagar

Chief Executive Officer
Itanagar Smart City Dev. Corp. Ltd
Itanagar



SHRI OM TESTING & RESEARCH LABORATORY

Plot No. 296, 1st FNG Road, Sector-121, Ghari Chaukhandi, Noida - 201301

Mob. : 9821154906, 8076937396, 9971980045, 9990934633

E-mail. : shriomlab@gmail.com, Web. : www.shriomlab.com, www.shriomlab.in

A.B.L. Accredited, ISO 9001, ISO 14001 & ISO 45001 Certified Laboratory.

TEST-REPORT

Issue To : GORANTLA GEOSYNTHETICS PVT.LTD.

Report No. : STRLA-17102023001

Address : 3 FIRST FLOOR, SARASWATI STREET, MAHALINGAPURAM
CHENNAI 60034

Issue Date : 17.10.2023

Sample Description: Soil

RESULTS (Soil Quality Analysis)

SAMPLING DETAILS

Date of Sampling : 09.10.2023
Location : Site name Chimpu Itanagar
Sampling Protocol : STRL/STP/SOIL/01
Sample Quantity : 1000 gm
Sample Packing : Zip Polybag
Analysis Duration : 09.10.2023 to 17.10.2023

RESULTS

S.No.	Parameters	Results	Units	Protocols
01	Soil colour	Brown	brown red to black	IS: 2720 (part-4), 1985 (Reaff:2015)
02	pH	8.74	--	IS:2720 (Part-26), 1987
03	Bulk Density	1.24	g/cc	STRL/SOP/S/07
04	Organic Carbon	0.39	%	STRL/SOP/S/08
05	Electrical Conductivity	887	µmhos/cm	IS: 2720 (P-21)
06	Moisture Content	10.8	%	STRL /STP/SOIL/01
07	Exchangable Potassium	210	mg/kg	STRL/SOP/S/01
08	Chloride	0.40	%	STRL/SOP/S/01
09	Nitrogen	0.98	%	STRL/SOP /SOIL/01
10	Phosphorous	26.9	mg/kg	STRL/SOP/S/05
11	C:N Ratio	0.398	--	ASTM D 5373 guidelines (by Calculation)

Page (01 of 02)

For Shri Om Testing & Research Laboratory

[Signature]
Authorised Signatory
Technical Manager
(Name, Designation & Signature with Seal)

STRL/LAB/QF/058

Rev.:00

- Note: 1. The results indicated only refer to the tested samples and listed parameters and do not endorse any product. The customer asked for the above tests only.
2. This certificate shall not be reproduced wholly or in part without prior written consent of the laboratory.
3. This certificate shall not be used in any advertising media or as evidence in the court of Law without prior written consent of the laboratory.
4. The samples received shall be destroyed after 30 days from the date of issue of the certificate unless specified otherwise and sample for biological testing will be destroyed after 7 days of testing.



SHRI OM TESTING & RESEARCH LABORATORY

Plot No. 296, 1st FNG Road, Sector-121, Ghari Chaukhandi, Noida - 201301

Mob. : 9821154906, 8076937396, 9971980045, 9990934633

E-mail. : shriomlab@gmail.com, Web. : www.shriomlab.com, www.shriomlab.in

A.B.L. Accredited, ISO 9001, ISO 14001 & ISO 45001 Certified Laboratory.

TEST-REPORT

Report No. : STRLA-11062023001

12	Organic matter	1.34	%	STRL/STP/SOIL/01
13	Calcium	774	mg/kg	APHA 22 nd End 2012 (3120.8)
14	Exchangable Magnesium (as Mg)	268.1	mg/kg	USEPA3050B/3051/3052
15	Cation Exchange Capacity	3.60	meq/100gm	IS: 2720 (P26)1987
16	Water Holding Capacity	40.4	%	STRL/SOP /SOIL/01
17	Porosity	76.4	%	STRL /STP/SOIL/01
18.	Exchangable Sodium	185	mg/kg	STRL/SOP/S/02
19	Absorption ratio	0.36	%	STRL/SOP/S/08
20	Silt	55	%	IS: 2720 (P-4)1985
21	Clay	27	%	IS: 2720 (P-4)1985
22	Sand	18	%	IS: 2720 (P-4)1985
23	Zinc	3.17	mg/kg	STRL/SOP /SOIL/01
24	Iron	0.84	mg/kg	ICP-OES
25	Magnesium (as Mg)	264.6	mg/kg	USEPA3050B/3051/3052
26	Nickel	0.21	mg/kg	ICP-OES
27	Lead	0.43	mg/kg	ICP-OES
28	Chromium	0.37	mg/kg	ICP-OES
29	Copper	0.080	mg/kg	ICP-OES
30	Texture	Sandy Loam	IS: 2720 (P-4)1985

Note: - Soil it is fit for disposal.
End of Report

Page (02 of 02)

For Shri Om Testing & Research Laboratory


 Authorised Signatory
 (Name, Designation & Signature with Seal)
 Ishwar Prasad
 Technical Manager

STRL/LAB/QF/058

Rev.:00

- Note: 1. The results indicated only refer to the tested samples and listed parameters and do not endorse any product. The customer asked for the above tests only.
2. This certificate shall not be reproduced wholly or in part without prior written consent of the laboratory.
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4. The samples received shall be destroyed after 30 days from the date of issue of the certificate unless specified otherwise and sample for biological testing will be destroyed after 7 days of testing.

**Dalmia
cement**

ANNEXURE - B RDF UTILIZATION CERTIFICATE

*cement! sugar! refractories! power!***Certificate of Co-Processing**

Issued To: Gorantla Geosynthetics Private Limited

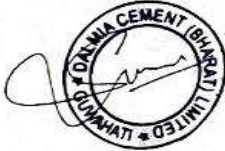
Certificate No: DCBL/GGPL/01

Date: 21-11-2023

This is to certify that we have successfully co-processed the following quantities of 2004.02 MT of Refuse Derived Fuel (RDF) sent by M/s Gorantla Geosynthetics Private Limited for Co-processing in our Cement Kiln during the period of 1st October 2023 to 31st October 2023.

Waste Name: Refuse Derived Fuel (RDF)

Quantity (MT): 2004.02



Authorized Signatory

Date: 21.11.2023

Dalmia Cement (Bharat) Limited
3rd & 4th Floor, Anil Plaza-II, ABC, G.S. Road, Guwahati 781 005 (Assam) India
T 91 361 7156 700 F 91 361 7156707 Toll free: 1800 2020 2020 W: www.dalmiacement.com CIN: U65191TN1996PLC035963
Registered Office : Dalmiapuram, District - Tiruchirappalli, Tamil Nadu - 321 651, India
A Dalmia Bharat Group company, www.dalmiabharat.com

**Dalmia
cement***cement! sugar! refractories! power!***Certificate of Co-Processing**

Issued To: Gorantla Geosynthetics Private Limited

Certificate No: DCBL/GGPL/02

Date: 05-12-2023

This is to certify that we have successfully co-processed the following quantities of **6008.26 MT** of Refuse Derived Fuel (RDF) sent by **M/s Gorantla Geosynthetics Private Limited** for Co-processing in our Cement Kiln during the period of **1st November 2023 to 30th November 2023**.

Waste Name: Refuse Derived Fuel (RDF)**Quantity (MT): 6008.26**

Authorized Signatory

Date: 05.12.2023

Dalmia Cement (Bharat) Limited

3rd & 4th Floor, Anil Plaza-II, ABC, G.S. Road, Guwahati 781 005 (Assam) India
T 91 361 7156 700 F 91 361 7156707 Toll free: 1800 2020 W: www.dalmiacement.com CIN: U65191TN1986PLC035963
Registered Office : Dalmiapuram, District - Tiruchirappalli, Tamil Tamil Nadu - 321 651, India
A Dalmia Bharat Group company, www.dalmiabharat.com



SHRI OM TESTING & RESEARCH LABORATORY

Annexure-III

Plot No. 296, 1st FNG Road, Sector 121, Ghan Chaukhandi, Noida - 201301

Mob : 9821154906, 8076937396, 9971980045, 9990934633

E-mail : shriomlab@gmail.com, Web : www.shriomlab.com, www.shriomlab.in

N.A.B.L. Accredited, ISO 9001, ISO 14001 & ISO 45001 Certified Laboratory.

TEST- REPORT

Issued To: GORANTLA GEOSYNTHETICS PVT. LTD
NO. 3, 1 ST FLOOR, SARASWATHI STREET, MAHALINGAPURAM
CHENNAI - 600034

Report No: STRL09052024015
Issue Date: 09.05.2024

Sample Description: - RDF

RESULTS (RDF COMPOSITION ANALYSIS)

SAMPLING DETAILS

Date of Sampling : 04.05.2024
Sampling Location : KARSINGSA AND CHIMPU DUMPS YARD
Sampling Protocol : Site Collection
Sample Quantity : 5000 gm
Analysis Duration : 06.05.2024 to 09.05.2024

S.No	Waste Component	Units	%	Test Method
01	Plastics	---	85	IS:10150
02	Waste Component	---	7	STRL/SOP/01
03	Textiles	---	2.5	STRL/SOP/01
04	Biomass	---	2.65	STRL/SOP/01
05	Glass	---	0.75	STRL/SOP/01
06	Metal	---	0.6	STRL/SOP/01
07	Hazardous	---	NIL	STRL/SOP/01
08	Inert/ Others	---	1.5	STRL/SOP/01

For Shri Om Testing & Research Laboratory


Authorized Signatory

(Name, Designation & Signature with Seal)

STRL/LAB-QF-058

Rev: 00

- Note:
- 1 The results indicated only refer to the tested samples and listed parameters and do not endorse any product. The customer asked for the above tests only.
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	OFFICE OF THE PASIGHAT SMART CITY DEVELOPMENT CORPORATION LIMITED EAST SIANG DISTRICT, PASIGHAT ARUNACHAL PRADESH	
No. PSCDCL/E-TENDER/GC-01/2023-24 / 6100-6102		Dated Pasighat, the 22 nd Jan' 2025

To,
The Chief Engineer,
Urban Development & Housing,
Itanagar, Arunachal Pradesh.

Sub: Submission of progress report of Legacy under Pasighat Smart City Mission.
Ref:- UDII-12011(20)/2/2023/7668-70 Dated the 22nd Dec'2024

Sir,

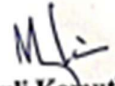
With reference to the above cited subject, enclosed please find herewith the progress report of Legacy Waste under Pasighat Smart City Mission in compliance order dated 06/02/2024 in the matter of honorable NGT OA No.606/2018.

This is for favour of your kind information and necessary action please.

Enclosed:-

1. Legacy waste profile

Yours Sincerely,


(Dr. Manjuli Komut), APCS
Chief Executive Officer,
PSCDCL, Pasighat, AP
Dated Pasighat, the 22nd Jan' 2025
Pasighat Smart City Development
Corporation Ltd
Arunachal Pradesh

Memo No. PSCDCL/E-TENDER/GC-01/2023-24

Copy to: -

1. The PS to Commissioner, UD&H, Govt. of Arunachal Pradesh for information please.
2. The Executive Engineer, PSCDCL for information.
3. Office copy.

(Dr. Manjuli Komut), APCS
Chief Executive Officer,
PSCDCL, Pasighat, AP

Legacy Waste Profile

Sl. No.	Component of Legacy Waste	Unit	Weight	Percentage
1	Plastic , Rubber, Glass , Paper, Metal, Wood, Cloth	MT	8884.52	18%
2	Soil, Manure, C&D	MT	31586.45	62%
3	Volume Reduction due to decomposition of waste	MT	10197.78	20%
Total			50,669	100%

Weight (MT)



- Plastic , Rubber, Glass , Paper, Metal, Wood, Cloth
- Soil, Manure, C&D
- Volume Reduction due to decomposition of waste

Final Disposal of Legacy Waste

Sl. No.	End Product Of Legacy Waste	Disposal Method
1	Plastic , Rubber, Glass , Paper, Metal, Wood, Cloth	1) 8,500 MT of plastic from legacy waste has been sent to Dalmia factory as RDF. 2) Scrap dealer and recyclers
2	Soil, Manure, C&D	1) Land filling 2) Site levelling

BREAKDOWN OF WASTE PROCESSING :-

1. Collected waste is mixed with bio-enzyme and kept for 25 days to enhance the decomposition of bio-degradable waste.
2. After decomposition, the waste is processed in the tromel for segregation.
3. Re-usable waste such as plastic, bottles and metal are segregated in the MRF.
4. Plastic waste is sent to Dalmia cement factory as RDF.
5. Rag pickers pick bottles, metal and other valuable wastes on a daily basis.

(Dr. Manjuli Komut), APCS
Chief Executive Officer,
PSCDCL, Pasighat, AP
Pasighat Smart City Development
Corporation Ltd
Arunachal Pradesh


Progress Report as on 22 January' 2025

Sl. No.	Project Name	Physical
1	Legacy Waste Treatment	100%

(Dr. Manjuli Komut), APCS
Chief Executive Officer,
PSCDCL, Pasighat, AP
Chief Executive Officer
Pasighat Smart City Development
Corporation Ltd
Arunachal Pradesh



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SCHEDULE 3	SCOPE OF PROJECT ENGINEER (PE)	As Enclosure
SCHEDULE 4	FORMAT OF LAND LEASE AGREEMENT	As Enclosure
SCHEDULE 5	APPLICABLE APPROVALS	As Enclosure


For IMC

Signature

Page 3


For Hills Nexgram

Signature



Concession Agreement

This Concession Agreement mutually agreed and entered on this 17th day of January Two Thousand and Twenty-Five at Itanagar, Arunachal Pradesh.

BETWEEN

Itanagar Municipal Corporation, established under Arunachal Pradesh Municipal Corporation Act 2019 and having its office at Kime Pakka, Itanagar, 3wq Opposite Energy Park, Pin-791111, Arunachal Pradesh, India acting through its Commissioner namely Mr. Kego Jilen (APCS) (herein after referred to as "IMC", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the **ONEPART**;

-AND-

M/s 7 Hills Nexgram a firm formed and registered under Indian Partnership Act 1932 having its registered office at 7th Floor, Amarasri, 455, Anna Salai, Teynampet, Chennai 600018, India, and its Corporate Office at 6th Floor, Aditya Tower, G.S.Road, Guwahati 781006, Assam, India represented by its Chief Operational Officer namely Mr. Bishwajeet Dey (hereinafter referred to as "CONCESSIONAIRE", which expression shall unless repugnant to the context or meaning thereof, mean and include its associate / group companies, successors and assigns) of the **OTHER PART**;

IMC and Concessionaire are hereinafter referred to individually as the "Party" and collectively as the "Parties".

Whereas,

- A. IMC is the Municipal Corporation for Itanagar City responsible for providing Municipal and allied civic services, which encompasses the Collection, Transportation, Processing and Disposal of Municipal Solid Waste generated in the city. IMC currently disposes the collected Municipal Solid Waste at Chimpu, Itanagar site by open dumping.
- B. The Ministry of Environment and Forests (MoEF) under the aegis of Government of India (GoI), has formulated the Municipal Solid Wastes (Management and Handling) Rules, 2000 ("MSW Rules"), which makes it mandatory for every civic body to implement a scientific Solid Waste Management System through which Municipal Solid Waste is duly processed and only the inorganic wastes and processing residues are disposed in an Engineered Sanitary Landfill (as hereinafter defined).

For IMC

 Commissioner
 Itanagar Municipal Corporation
 Itanagar

Page 4

For 7 Hills Nexgram

 Signature




C. The Government of Arunachal Pradesh (the "State Govt."), after taking into account the lack of adequate and appropriate facilities of municipal solid waste disposal in the State of Arunachal Pradesh, has decided to develop a Scientific Disposal of Municipal Solid Waste facility for the Itanagar region under the Itanagar Municipal Corporation.

D. IMC desires to establish an Integrated Municipal Solid Waste Management Project comprising of Processing facility, Conversion of Waste to Energy and remediation and closure of existing dump sites at Chimpu through Public-Private Participation.

E. The State Govt. after obtaining all the necessary approvals has earmarked land measuring 9500 Sq.Mts, out of the existing approximately 10000 Sq.Mts. measuring dumping site located at Chimpu, Itanagar and belonging to the State Govt., as the Site for developing the Scientific Disposal of Municipal Solid Waste facility for disposal of municipal waste by more than one municipality, and to this end establish facilities to process, manage and dispose municipal solid waste.

F. IMC, along with Department of Urban Affairs, Government of Arunachal Pradesh, carried out extensive project development work in connection with the MSW Treatment including Engineering and Environmental studies.

G. The Arunachal Pradesh State Industrial and Investment Policy 2020 was published in February 2020. The policy is aimed to promote industrial growth by inviting potential investors to leverage the vast untapped resources of the State. The "CONCESSIONAIRE" represented by its Partners & Promoters of having more than 20 (Twenty)years of experience in operating in the North East market approached the Department of Urban Affairs, Government of Arunachal Pradesh with its proposal to make investment in the State for setting up a Scientific Disposal of Municipal Solid Waste for the State of Arunachal Pradesh.

H. The Government of Arunachal Pradesh welcomed the proposal (Enclosed as Annexure 1) by which the State being approached by a Private Partner with investment, for the first time. The Department of Urban Affairs then formed a committee comprising of its officials and IMC officials to study the proposal of "CONCESSIONAIRE".

For IMC

Signature
Commissioner
Itanagar Municipal Corporation
Itanagar

Page 5

For 7 Hills Nexgram

Signature





The committee then visited the working site at Saharanpur Municipal Corporation, Uttar Pradesh and performed a detailed study. The committee, after detailed study submitted its recommendations report to the State Government.

- J. IMC, after evaluating the aforesaid Proposals in consultation and after obtaining clearance from Government of Arunachal Pradesh, approval obtained vide computer number 198744 Note # 14 dated: 26.8.2024 had accepted the Proposal submitted by the Concessionaire and issued letter vide Memo DULB-14032/2/2024 dated 30.08.2024 to the Concessionaire for setting-up Solid Waste Treatment Plant & implementing the said Project (Enclosed as Annexure-1). Any investments or subsidies in this Project will be in accordance to 'The Arunachal Pradesh Industrial & Investment Policy 2020'.
- K. The Parties hereto are required to enter into the Concession Agreement using these presents to record the terms, conditions, and covenants of the Concession.
- L. IMC hereby agrees to get this Concession Agreement along with its Annexures & Schedules to be published in "The Gazette of Arunachal Pradesh" immediately upon signing. The implementation period of 120 days by the Concessionaire will commence from the date of this Concession Agreement being published in the "The Gazette of Arunachal Pradesh" or the handing over of the site with the committed infrastructure by IMC as defined in Article 3 & Article 7, whichever is later.
- M. This Concession agreement shall be executed in duplicate. Each signed copy will be an original, but all of them together represent the same agreement.
- N. The Parties (IMC & Concessionaire) acknowledge that Concessionaire has proposed the best technology currently available. However, Concessionaire is free to choose the technology ensuring the successful processing of MSW for IMC as per the MSW Rules.

In the event of significant technological advancements, the Concessionaire may propose amendments to this Agreement to incorporate such advancements ensuring no financial liability to IMC. The proposed amendments shall be mutually discussed and agreed upon in writing, and shall be incorporated into this Agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -

For IMC

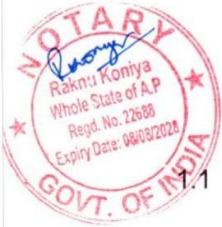

 Signature
 Itanagar Municipal Corporation
 Itanagar

Page 6

For 7 Hills Nexgram

 Signature





ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively described to them hereunder:

“Access Road” means the motorable approach road (30 ft. wide) for access to the Site from the main road and the intended route of which is indicated in green on the Site plan annexed as Schedule 1 hereto.

“Additional Cost” shall mean the additional capital expenditure and/or the additional operating costs or both as the case may be, which the Concessionaire would be required to incur as a result of Change in Law.

“Affected Party” shall mean the Party claiming to be affected by a Force Majeure Event in accordance with Article 8.1.

“Agreement” shall mean this agreement, including its Schedules & Annexure and includes any amendments made hereto in accordance with the provisions hereof.

“Applicable Law” shall mean all laws, acts, ordinances, rules, regulations, notification & guidelines in force and effect, including MSW Rules, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the period of subsistence of this Agreement and applicable to the Project/the Concessionaire.

“Applicable - Approvals” shall mean all clearances, licenses, permits, authorizations, no objections, consents, and approvals to be obtained or procured by the Concessionaire under Applicable Law, in connection with the construction, operation and maintenance of the Project during the period of subsistence of this Agreement.

“Appointed Date” shall mean the date of this Agreement.

“Arbitration Act” shall mean the Arbitration and Conciliation Act, 1996 of India and shall include any amendment to or any re-enactment thereof as in force from time to time.

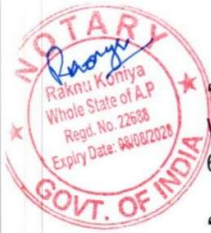
For IMC


 Commissioner
 Itanagar Municipal Corporation
 Itanagar

Page 7


 For 7 Hills Nexgram
 Signature





“Assured Waste Quantity” shall mean the assured quantity of Municipal Solid Waste required and agreed to be supplied by IMC in accordance with Article 6.1(b).

“Bio-medical Waste” shall have the meaning described to it under the Biomedical Wastes (Management & Handling) Rules, 1998.

“Book Value” shall mean the cost of the fixed assets incurred by the Concessionaire for the Project, net of accumulated depreciation computed on straight line basis in accordance with the rates specified in Companies Act, 1956 and as determined by an independent firm of chartered accountants mutually agreed upon.

“C&D Debris and Silt Waste” means Solid Waste, resulting from construction, remodeling, repair, renovation, or demolition of Structures or from land clearing activities or drenching or de-silting activities. “Structures” for the purposes of this definition means buildings of all types (both residential and non-residential), utilities, infrastructure facilities and any other type of man-made structure. C&D debris include, but are not limited to bricks, concrete rubble and other masonry materials, soil, rock, wood (including painted, treated and coated wood and wood products), land clearing debris, wall coverings, plaster, drywall, plumbing fixtures, roofing, waterproofing material and other roof coverings, asphalt pavement, glass, plastics, paper, gypsum boards, electrical wiring and components containing no hazardous materials, pipes, steel, aluminum and other non-hazardous metals used in construction of structures.

“Change in Law” shall have the meaning described thereto in Article 8.4.

“COD” or “Date of Commissioning” shall mean the Commercial Operations Date of the Project, which shall be the date on which the Project Engineer has issued the Readiness Certificate in accordance with the provisions of Article 4.

“Composting” shall mean a controlled process involving microbial decomposition of organic matter.

“Concession” shall have the meaning described thereto in Article 2.1. “Concession Period” shall have the meaning described thereto in Article 2.3.

“Concessionaire” shall mean the party entering into this agreement to implement the project and includes its successors and permitted assigns expressly approved by IMC.

Concessionaire’s Associates shall mean any company(ies) which is(are) controlled by the Concessionaire. For the purpose of this definition, the term “control” means the power to direct the management or policies of such entity directly or indirectly, through the ownership of shares or other securities
For IMC

Signature
Commissioner
Itanagar Municipal Corporation
Itanagar

Signature
For 7 Hills
Nexgram
Chennai



contract or otherwise, provided that the direct or indirect ownership of fifty one percent (51%) or more of its voting share capital is deemed to constitute control of such entity, and "controlling" and "controlled" shall be construed accordingly.

"Construction Requirements" shall mean collectively the Waste Processing Facility, Construction Requirements, and the Landfill Facility Construction Requirements.

"Construction Works" shall mean all works and things required to be constructed by the Concessionaire, pursuant to the Construction Requirements and O&M Requirements.

"Contractor" shall mean any Person with whom the Concessionaire has entered into/may enter any material contract in relation with the Construction Works and O&M Requirements.

"Effective Date" is the date from which the concession agreement comes in force subsequent to satisfying all the requirements of conditions precedent as per clause 2.1.

"Emergency" shall mean conditions or situation that is likely to endanger the safety of the individuals on or about the Project Facilities or which poses an immediate threat of material damage to any of the Project Facilities.

"Encumbrance" shall mean any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest or other obligations and shall also include physical encumbrances, including utilities both under and above the ground and encroachments on the Site.

"Engineered Sanitary Landfill" shall mean the area of the hand fill Facility, designed with protective measures against pollution of ground water, surface water and air fugitive dust, wind-blown litter, bad Odour, fire hazard, bird menace, pests or rodents, greenhouse gas emissions, slope instability and erosion, and utilities for disposal of Waste.

"Financing Documents" shall mean collectively the documents / loan agreements evidencing Lenders' commitment to finance the Project and shall include the security documents creating the relevant security (such as mortgages or charges or liens) on the Plant or any part thereof, for securing the debt provided.

"Financial Year" shall mean the period commencing from April 1 of any given year to March 31 of the succeeding year.

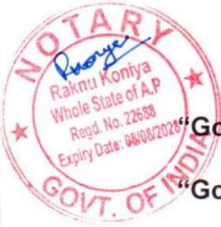
"Force Majeure" or "Force Majeure Event" shall mean an act, event, condition or occurrence as specified in Article 8.

For IMC

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“**Gol**” shall mean the Government of India.

“**GoAP**” shall mean the state Government of Arunachal Pradesh.

“**Good Industry Practice**” shall mean the exercise of that degree of skill, diligence, prudence, and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof of any of them of a project similar to that of the Project.

“**Government Agency**”- shall mean Gol, GoAP, IMC or any state government or governmental department, commission, board, body, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Concessionaire, the Site / Project Facilities, or any portion thereof, or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement.

“**Hand back of Project Facilities**” shall have the meaning described thereto in Article 10.

“**Hazardous Waste**” shall have the meaning as defined under the Hazardous Wastes (Management and handling) Rules, 1989 and as attended thereto.

“**Implementation Period**” shall mean the period from the Effective Date to COD.

“**Land filling**” shall mean the disposal of the Residual Inert Matter and Excluded Wastes at the Landfill Site in accordance with the terms of this Agreement.

“**Landfill Facility**” shall mean the existing land fill site for disposal of Solid waste or the Engineered Sanitary Landfill to be duly designed, engineered, and constructed in accordance with the provisions specified thereto.

“**Landfill Life**” or “**Active Operations Period**” of each cell of Sanitary Landfill shall mean the period commencing from COD till each cell of Engineered Sanitary Landfill is completely filled with waste and a final cover designed in accordance with the MSW Rules is laid on the Engineered Sanitary Landfill, and in accordance with the provisions of this Agreement.

“**Lenders**” shall mean any person, financial institutions, banks, funds and trustees for bond holders or debenture holders, who have provided Loans to the Concessionaire for financing any part of the Project as evidenced in financing documents.

“**Land Lease Agreement**” means the agreement pursuant to which Site shall be leased to the Concessionaire for the purpose of the Project.

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leased out to the Concessionaire for setting up project facilities, the draft of which is provided as Schedule 4 to this Agreement.

“Material Adverse Effect” shall mean a material adverse effect on (a) the ability of the Concessionaire to exercise any of its rights to perform /discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or(b) the legality, validity, binding nature, or enforceability of this Agreement.

“Material Breach” shall mean failure by either Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure.

“GoAP” shall mean the State Government of Arunachal Pradesh.

“IMC” shall mean Itanagar Municipal Corporation, the Municipal Corporation established on 30 September 2019 by the Government of Arunachal Pradesh.

“MSW Rules” shall mean the Municipal Solid Waste (Management and handling) Rules, 2000 and includes any amendments thereto.

“Municipal Solid Waste” or “MSW” shall have the meaning as described to it in the MSW Rules.

“Waste Supply Area” means the area under municipal jurisdiction of IMC and shall also include other municipal areas / jurisdictions as may be informed by IMC from time to time.

“MSW Quantity” means an aggregate of MSW per day, (with a permitted variation level of plus or minus ten percent), which is the minimum quantity of MSW that to be delivered at the Receipt Point, in accordance with this Agreement.

“Maximum MSW Quantity” means MSW per day, which is the maximum quantity of MSW that the Plant can presently process and would mean any revised maximum increased capacity that is notified by Concessionaire during the Term.

“O&M Requirements” shall mean the requirements as to operation and maintenance of the Project Facilities set forth in the bidding documents.

“Parties” shall mean the parties to this Agreement and “Party” shall mean either of them, as the context may admit or require.

“Person” shall mean (unless otherwise specified or required by the context), any individual, company, corporation, partnership, joint venture, trust, Unincorporated organization, government or government body or any other legal entity.

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“Post Closure Activities” shall mean the activities to be undertaken by the Concessionaire during the Post Closure Period in accordance with the provisions of MSW Rules, 2000 and the project DPR.

“Post Closure Period” shall mean the period commencing from the day immediately following the Active Operations Period and till twenty-five years from the said day.

“Preliminary Notice” shall mean the notice of intended Termination by the Party entitled to terminate this Agreement to the other Party setting out, inter alia, the underlying Event of Default.

“Processing” shall mean the process by which Municipal Solid Waste is transformed into new or recycled products including processes like Composting, Vermin- composting, Palletization, Bio-neutralization, or any other suitable means as defined in the MSW Rules.

“Project” shall mean planning, designing, financing, construction, operation and maintenance of the Project Facilities in accordance with the provisions of this Agreement described as Scientific Disposal of Municipal Solid Waste Management comprising of Transfer stations, processing facility, Engineered Landfill Facility and remediation & closure of existing dump sites at Chimpu, Itanagar and implemented in accordance with MSW Rules, 2000 and Manual on MSW published by MoUD (Ministry of Urban Development).

“Project Engineer” shall be the City Engineer or any other Engineers of the IMC as nominated by the Commissioner, IMC or a Third Party as may be nominated / appointed by the Commissioner (Refer Article 4) who is the nodal person for supervision and monitoring of compliance by the Concessionaire with the Constitutional Requirements and O&M Requirements, particularly to undertake, perform, carry out the duties, responsibilities, services and activities set forth in document.

“Project Facilities” shall mean the Site, together with the Transfer Stations, Waste Processing Facility, Landfill Facility, and all other related facilities located thereon, and any other offsite facilities created for the Project.

Readiness Certificate” shall mean the certificate issued by Project Engineer certifying, inter alia, that:

the Concessionaire has constructed all the facilities within the Waste Processing Facility and the Landfill Facility to enable receipt of Municipal Solid Waste for Processing.

the Concessionaire has obtained all approvals necessary to receive the Municipal Solid Waste supplied by IMC.

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“ARPCB” shall mean the Arunachal Pradesh State Pollution Control Board.

“Tax” shall mean and include all taxes, fees, cess, levies that may be payable by the Concessionaire under Applicable Laws.

“Term” means the time period of 25 years commencing from the COD and will also include such Successive time period/s by which the Concession granted in this client may be renewed/ extended as provided herein.

“Termination” shall mean early termination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement due to effect of time in the normal course.

“Termination Date” shall mean the date specified in the Termination Notice as the date on which Termination occurs / comes into effect.

“Termination Notice” shall mean the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement.

“Termination payment” means the payments payable pursuant to Clause 9.3 of this Agreement.

“Tests” shall mean the tests to be carried out in accordance with the Construction Requirements or the O&M Requirements and generally conform to the nature of construction & operation as per standard practice.

“Transfer Station” shall mean a facility to which waste is transferred from trucks or other small receptacles and stored for a short duration before being transported through bulk waste carriers to the waste treatment and disposal facility.

“Plant” means both immovable and movable machinery & tools etc. run and maintained by the concessionaire under this agreement.

1.2 Interpretation

- a. The words, phrases and expressions defined hereinabove in Clause 1.1 or defined elsewhere by description in this Agreement, together with their respective grammatical variations and cognate expressions shall carry the respective meanings assigned to them in the said Clause 1.1 or in this Agreement and shall be interpreted accordingly. Expressions which have not been defined in this Agreement shall carry the respective meanings

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assigned to them in their ordinary applicability read in context with the manner of their usage in this Agreement or in their respective technical sense, as the case may be;

- b. all words in singular shall be deemed to connote their respective plurals and vice-versa, unless the context suggests otherwise;
- c. the words "include" and "including" are to be construed without limitation;
- d. the headings of the Clauses in this Agreement are merely for purposes of convenience and shall have no bearing on the interpretation of this Agreement;
- e. The Schedules and Annexures to this Agreement form are an integral part of this Agreement and shall be interpreted accordingly.

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ARTICLE 2

CONCESSION

2.1 Concession Terms

IMC hereby agrees and undertakes to supply to Concessionaire, at the plant site, during each day of the Term from the Operations Date, 80 metric tons ([80] MT) of MSW (with a permitted variation level of plus minus ten percent) which shall be equal to Minimum MSW Quantity in accordance with this Agreement, without imposing any cost, charge, tax, royalty, or any type of levy on Concessionaire. IMC shall undertake the transportation of the MSW that it supplies to its proposed Chimpu (Itanagar) site at its own cost.

2.2 Grant of Concession

Subject to and in accordance with the terms and conditions set out in this Agreement, IMC hereby grants to the Concessionaire and the Concessionaire here by accepts exclusive right and authority, during the Term, to Investigate, Study, Design, Engineer, Procure, Finance, Construct, Operate and Maintain the Project Facilities and to exercise and / or enjoy the rights, powers, benefits, privileges, authorizations, and entitlements granted under this Agreement:

- (a) to receive at the Receipt Point(s) of Transfer stations, during each day of the Term, MSW from IMC (which shall be delivered by IMC at its own cost and expense) for the Project, to be transported and supplied by IMC, at the Receipt Points mainly and primarily from the MSW Supply Area.
- (b) to inspect the MSW delivered by IMC and identify Rejected Waste as per provisions of Clause 5.7.1, in such manner as it deems fit, and refuse to accept the Rejected Waste.
- (c) to receive all the fiscal incentives and benefits accruing in respect of or on account of the Project and also benefits from sale of by-products / recyclables.

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2.3 Rights Associated with the Grant of Concession

Without prejudice to the generality of foregoing, the Concession hereby granted to the Concessionaire shall include title to the MSW shall vest with the Concessionaire upon the unloading of the MSW at the Transfer Station. The Concessionaire shall be free to sell or otherwise dispose of any products derived or produced from the Scientific Disposal of Municipal Solid Waste facility as a consequence of undertaking the processing of the MSW including electricity or fluff or gas or any other products or by-products, other material recovered or produced from MSW, without any interference or requirement of any additional reporting, clearance or approval in this regard from the IMC. The Concessionaire shall have the right to sell or otherwise dispose of such products, at such price and to such persons and using such marketing and selling arrangements as it may deem appropriate.

Without prejudice to the generality of foregoing, the Concession hereby granted to the Concessionaire shall include without being limited to, and shall entitle concessionaire, without requiring any further authorization or authority from IMC, to enjoy, the following rights, privileges and benefits in accordance with the provisions of this Agreement and applicable laws:

- (a) to Design, Engineer, Finance, Procure, Construct, Install, Commission, Operate and Maintain each of the Project Facilities either itself or through such Person as may be selected by it;
- (b) upon commissioning of a Project Facility, to manage, operate and maintain the same by the Concessionaire.;
- (c) to borrow or raise money or funding required for the due implementation of the Project;
- (d) to use, appropriate, process MSW delivered by IMC to the project and dispose the Residual Inert Matter as per provisions of this Agreement.
- (e) to store, use, appropriate, market and sell or dispose all the products obtained after the processing and treatment of the MSW (electricity, methane, RDF, compost, Residual Inert Waste and recyclables and any other non- objectionable products) and to further retain and appropriate any revenues generated from the sale of such products.

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- (f) to obtain the utilities required for enabling the construction of the Project Facilities, without any additional cost or charges, other than the applicable user charges for the utilities.
- (g) exclusively hold, possess, control the Site (but not to own), in accordance with the terms of the Concession Agreement and Land Lease Agreement, for the purposes of the due implementation of this Project, in accordance with the terms of this Agreement.

2.4 Concession Period

"The Concession is granted to the Concessionaire for the tenure of Twenty-Five (25) years from the date of operations commencement and shall terminate upon the expiry of the term or upon earlier Termination of this Agreement.

2.5 Renewal of Concession

IMC may agree to renew or extend the Concession after the expiry of the initial Term, for another period of Five years (5) or such other period as may be mutually agreed to and on such terms and conditions mutually agreed upon. However, any such extension shall be consensus with Land Lease Agreement.

2.6 Acceptance of Concession

In consideration of the rights, privileges and benefits conferred upon the Concessionaire and other good and valuable consideration expressed herein, the Concessionaire hereby accepts the Concession and agrees and undertakes to perform/discharge all of its obligations in accordance with the provisions hereof.

2.7 Conditions Precedent

This Agreement and the Concession granted herein by IMC to Concessionaire are valid and binding from the date of execution of this Agreement provided however, the obligations of concessionaire under this Agreement would become effective and binding, only upon the satisfaction of the following conditions precedent:

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- (a) IMC at its own cost and expense, vest with the Concessionaire the complete and lawful right, title and Vacant Possession of the Site, in accordance with the provisions of Land Lease Agreement.
- (b) IMC should have facilitated Concessionaire to obtain all applicable approvals.
- (c) All the Applicable Approvals required enabling the commencement of the Project and the commencement of the construction of the Project Facilities has to be obtained by the relevant Party who is required to obtain as detailed in Schedule 5.

2.8 Non-Compliance with Conditions Precedent

It is agreed that, if the above preconditions on the part of IMC or the Concessionaire are not met within six (6) months from the date of execution of this Agreement, then the affected party shall have the option of extending the time period for satisfaction of the condition's precedent by another six (6) months.

2.9 Option with Concessionaire on Non-Satisfaction of Conditions Precedent

Without prejudice to the provisions of Clause 2.7, in the event the conditions precedent to be met by the IMC are not satisfied within six (6) months from the date of execution of this Agreement, then concessionaire shall also have the right to waive the requirement of satisfaction of any of the unsatisfied conditions precedent and undertake to satisfy such conditions precedent itself, but at the cost and expense of IMC.

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ARTICLE 3 PROJECT SITE

3.1 Handover of Site

- a) IMC shall handover to the Concessionaire vacant and peaceful physical possession of the Site free from Encumbrance, for the purpose of implementing the Project.
- b) Upon the Site being handed over pursuant to the preceding sub-article (a), the Concessionaire shall, subject to the provisions of Article 5, have the right to enter upon, occupy and use the same and to make at its costs, charges and expenses such investigation, development and improvements in the Site as may be necessary or appropriate to implement the Project and provide the Project Facilities in accordance with the provisions of this Agreement without any interference from any third parties.

3.2 Rights, Title, and Use of the Site

- (a) The Concessionaire shall have the right to the use of the site in accordance with the provisions of this Agreement and for this purpose, it may regulate the entry into and use of the same by third parties.
- (b) The Concessionaire shall not part with or create any Encumbrance on the whole or any part of the Project Facilities, including the Site, save and except with the written consent of IMC.
- (c) The Concessionaire shall not, without the prior written approval of IMC, use the Project Facilities for any purpose other than for the purpose of the Project and purposes incidental or ancillary thereto.
- (d) The Concessionaire shall allow access to and use of the site for Laying / Installing / Maintaining telegraph links, electric lines or for such other public purposes. Provided that such access shall not interfere with normal operations of the plant and or result in a Material Adverse Effect and that in the event of any physical damage/ shifting of the Project Facilities on account thereof, IMC shall ensure that the Project Facilities are promptly restored at its cost and expenses.

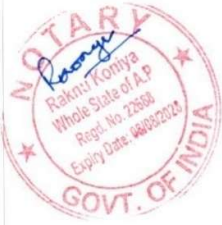
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- (e) IMC will permit the Concessionaries to use the space available at the project facilities for display of advertisements as per applicable provisions and charge advertisement tax.
- (f) The Concessionaire shall have no rights to use the land for commercial purposes or construct any private structures for commercial use.
- (g) The existing bio medical waste processing facility to be run / continued at site and its plant area shall remain excluded from this concession agreement & land lease agreement.

3.3 Peaceful Possession

IMC hereby warrants that:

- (a) The Site together with the necessary right of way/way-leaves
- has been acquired through the due process of law
 - belongs to and is vested with IMC

and that IMC has full powers to hold, and deal with Use same consistent, inter alia, with the provisions of this Agreement and that the Concessionaire shall, in respect of the Site, have no liability regarding any compensation payment on account of land acquisition or rehabilitation/resettlement of any Persons affected thereby.

- (b) The Concessionaire shall, subject to complying with the terms and conditions of this Agreement, remain In peaceful possession and enjoyment of
- the whole Site during the Active Operations Period, and
 - the area on which the Landfill Facility (if any) has been created during the Post Closure Period.

In the event the Concessionaire is obstructed by any Person claiming any right, title or interest in or over the Site or any part thereof or in the event of any enforcement action including any attachment, restraint, appointment of receiver or liquidator being initiated by any Person claiming to have any interest in-charge on the Site or any part thereof, IMC shall, as called upon by the Concessionaire. Defend such claims and proceedings at its costs and also keep the Concessionaire indemnified against any consequential loss or damages which the Concessionaire may suffer, on account of any such right, title, interest or charge.

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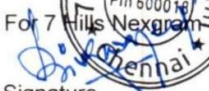


3.4 Applicable Permits

The Concessionaire Shall Obtain and maintain the Applicable Permits in such sequence as is consistent with the requirements of the Project. IMC shall provide all necessary co-operation /assistance for obtaining the permission. The Concessionaire shall be responsible and shall be in compliance with the terms and conditions subject to which Applicable Permits have been issued.

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obligations and shall keep the Concessionaire fully indemnified against any delay or defaults on the part of such third party as also against all damages, losses, costs, and expenses caused to the Concessionaire as a result of such delay or defaults.

- g. IMC agree that all costs of any operations for ensuring collection and delivery of MSW to the Chimpu (Itanagar) site, including but not limited to collection, storage, transportation, and delivery of MSW to the Chimpu (Itanagar) site and disposal of the Rejected Waste, shall be borne by the concerned IMC.

4.2 TRANSPORTATION OF MSW

- a. The Parties agree that the IMC shall have the obligation to transport the MSW to Chimpu (Itanagar) site.
- b. The IMC shall schedule the delivery of MSW at the Transfer Station in such a manner so as to ensure that the daily rate of delivery of MSW at the Transfer Station shall be equivalent to the Minimum MSW Quantity required to be delivered by it. The IMC shall ensure that the vehicles it uses for transportation of MSW are of the technical dimensions and specifications that will enable them to use the Chimpu (Itanagar) site and transfer MSW to the plant site or facility. Any modification or change in delivery Schedule shall be intimated 1 month prior to be implemented.
- c. The IMC shall be solely and exclusively responsible for the transportation of the MSW supplied from the source to the Chimpu (Itanagar) site at the Receipt Point of the Site or any other part of the Scientific Disposal of Municipal Solid Waste facility as designated from time to time based on actual operation of the Scientific Disposal of Municipal Solid Waste facility and/or the requirement of the Project.

4.3 MEASUREMENT OF MSW DELIVERED

- a. The IMC shall install a Weighbridge with duly calibrated having the maximum possible accuracy to be constructed at the Transfer Station. The Weighbridge facility will carry out the following operations:
 - i. Weigh the MSW delivery trucks, take the dimensions of the delivery trucks as well as registration numbers of each truck, determine the weight of the consignment and determine the density of the consignment;

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- c. The Concessionaire shall, at the time from the measurement of a consignment of MSW till before the MSW is utilized in the Scientific Disposal of Municipal Solid Waste facility, be entitled to inspect the delivered MSW to ensure that no MSW that falls under the category of Rejected Waste is processed by the Scientific Disposal of Municipal Solid Waste facility. If waste determined to be Rejected Waste is identified, then:
- i. if such determination is made at the Receipt Point at the time of delivery of a particular consignment of MSW, then the Concessionaire can refuse to accept the Rejected Waste from the IMC and return the consignment without allowing it to be unloaded; or
 - ii. if such determination is made after the relevant consignment had been accepted and mingled with the stored MSW at the Site, then the Concessionaire shall segregate such Rejected Waste and store them separately for transportation and disposal at the Landfill Site and, in such circumstances, all costs associated with the transportation and disposal of Rejected Waste shall be borne by the IMC.
 - iii. The quantity of Rejected Waste identified during a period shall be deducted from the MSW being supplied by the IMC while determining whether the IMC has delivered the Minimum MSW Quantity for such relevant period.

4.5 Procedure for Appointment

- (a) IMC shall nominate either the City Engineer or any other Engineers of the IMC or any other third Party as the Project Engineer (PE) within 15 days from date of signing of this agreement. The scope and nature of work of the Project Engineer is set out in Schedule 3.

4.6 Replacement of the Project Engineer

IMC shall have the right to appoint / replace the Project Engineer, depending upon the requirement. If the Concessionaire finds that the Project Engineer is not meeting his performance obligations, he has the right to request the Commissioner, IMC in writing with details/reasons for his replacement. The Commissioner, IMC shall decide the need for replacement and if required may appoint/nominate a suitable Engineer as Project Engineer.

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5.6 Environmental Compliance

The Concessionaire shall, always, ensure that all aspects of the Project Facilities and processes employed in the construction, operation and maintenance thereof shall conform with the laws pertaining to environment, health, safety and labor aspects including rules such as MSW Rules, policies and Guidelines related thereto. The Concessionaire shall obtain and maintain from time to time all necessary clearances from the Arunachal Pradesh Pollution Control Board (ARPCB) or any other similarly empowered Government Agency and for this purpose shall carry out the necessary Environmental Impact Assessment studies and implement appropriate environment management plans in respect of the Project Facilities.

The Concessionaire shall be responsible for the Development, Construction, Operation & Maintenance of the Project Facilities as per the applicable laws, regulations, guidelines, etc., and ensure that there is no damage to the environment due the development and operation of the facilities. The Concessionaire shall be liable to meet any expenses/compensation to be paid due to pollution/environmental damage or remediation caused by the Development. Operation and maintenance of the Project Facilities.

5.7 Land Use

The Concessionaire shall ensure optimum utilization of the Site(s) and shall not use the same for any commercial purpose or which is not incidental to the Project or related activities, and is hereby not permitted under this agreement.

5.7.1 Weighing, Acceptance and Rejection of Municipal Solid Waste

- (a) The Concessionaire shall weigh the Municipal Solid Waste at the Receipt Point of all the Transfer stations and also at the entry gate to the Landfilling area to weigh the inert and rejects.
- (b) The Concessionaire hereby undertakes to accept all Municipal Solid Waste supplied by IMC as per provisions of Clause 6.1 (a) & (b) and except as provided under clause (d) below

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- (c) The Concessionaire also undertakes not to accept Municipal Solid waste which is not supplied by either IMC or any Person appointed by it. The Concessionaire and the IMC shall, within 3 months from the Effective Date, jointly agree upon a schedule for delivery of Municipal Solid Waste by IMC at the Receipt Points.
- (d) In case the Municipal Solid Waste supplied by IMC contains Hazardous Waste as defined under the Hazardous Waste(Management and Handling) Rules,1989 and/or Bio-medical Waste as defined under the Biomedical Wastes (Management & Handling) Rules,1998, the Concessionaire on inspection during the Weighment stage or upon becoming aware of the same shall decline to accept such Non- Municipal Solid Waste, and may cause the same to be unloaded in a separate area for inspection by the Project Engineer if already taken in to processing facility. In such case, the Project Engineer or his representative shall inspect and certify whether the particular lot of Municipal Solid Waste is fit for being accepted by the Concessionaire. In case the Project Engineer or his representative certifies that said waste is not fit for acceptance by the Concessionaire, IMC shall remove the same within 7 days from the time of such confirmation, at IMC's cost and risk.

5.8 Sale/Distribution of Compost/manure & Energy and Other recyclables

- (a) The Concessionaire may adopt such processes and methods as it considers necessary or expedient for Processing of Municipal Solid Waste at the Project Facilities.
- (b) The Concessionaire shall be free to sell or otherwise dispose of the recyclables, compost or organic manure, energy (power) and/ or other material recovered after Processing the Municipal Solid Waste, at the Project Facilities at such price and to such Persons and using such marketing and selling arrangements and strategies as it may deem appropriate.

5.9 Inert Disposal

- (a) The Concessionaire shall make the inert generated from the MSW process available at specific points in the Plant site.
- (b) The responsibility of moving the inert and sell / dispose / landfill will be decision of IMC.

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- (c) IMC undertakes to move the inert daily thereby ensuring seamless functioning of the MSW plant. Failure to do so, IMC agrees to compensate Concessionaire for the loss it has faced due to the failure of IMC as penalty.

5.10 General Obligations

The Concessionaire shall at its own cost and expense:

- (a) invest in state, study, design, construct/ renovate, operate and maintain the Project Facilities in accordance with the provisions hereof;
- (b) obtain all Applicable Permits as required by or under the Applicable Laws and be in compliance thereof at all times during the Concession Period;
- (c) comply with Applicable Law governing the operations of Municipal Solid Waste processing units at all times during the Concession Period;
- (d) ensure and procure that any contract relating to the Project, entered into by the Concessionaire for implementing the Project in accordance with this Agreement contains provisions that would entitle Lenders or a nominee of IMC to step into such contract/s at IMC's discretion, in place and substitution of the Concessionaire.
- (e) endeavor to sell or otherwise dispose off, without Land filling, all recyclables in a manner which is not detrimental to the environment;
- (f) endeavor to improve the ancillary conditions and infrastructure limited to Transfer Stations, and Closure of existing dumpsite related to the Project,
- (g) procure and maintain in full force and effect, as necessary, appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used in or incorporated into the Project;
- (h) make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this Agreement and shall be solely responsible for compliance with all labor laws and solely liable for all possible claims and employment related liabilities of its staff.

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- (i) employed in relation with the Project and hereby indemnifies IMC against any claims, damages, expenses or losses in this regard and that in no case and shall for no purpose shall IMC be treated as employer in this regard;
- (j) make its own arrangements for construction materials and observe and fulfill the environmental and other requirements under the Applicable Law and Applicable Permits;
- (k) be responsible for all the health, security, environment and safety aspects of the Project always during the Concession Period.
- (l) ensure that the Project Facilities remain free from all encroachments and take all steps necessary to remove encroachments, if any with the support/ assistance from IMC.
- (m) upon receipt of a request thereof, afford access to the Project Facilities to the authorized representatives of IMC for the purpose of ascertaining compliance with the terms, covenants and conditions of this Agreement.
- (n) Pay all applicable Taxes, duties and outgoings, including utility charges relating to the Project Facilities.
- (o) agrees and undertakes to pay the IMC the Annual Land Lease rent (if any) for the lands that will be provided for the Project as per lease agreement to be signed for the Chimpu (Itanagar) site.

5.11 No Breach of Obligations

The Concessionaire shall not be in breach of its obligations under this Agreement nor shall it incur or suffer any liability if and to the extent performance of any of its obligations under this Agreement is affected by or on account of any of the following:

- (a) Force Majeure Event, subject to Article 8.3;
- (b) IMC Event of Default;
- (c) Compliance with the written instructions of IMC or the directions of any Government Agency other than instructions issued as a consequence of a breach by the Concessionaire of any of its obligations hereunder.

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- (d) Any repair or maintenance work being undertaken on one or more of the Project Facilities requires suspension of the operations of the Plant shall not be more than 30 Days.
- (e) Closure of the Project Facilities or part thereof with the approval of the IMC.
- (f) Orders of any court having competent jurisdiction.

5.12 Maintenance of Records

The Concessionaire shall maintain records of the quantum (Measured in Metric Tonnes) of waste supplied to the facility, waste processed, rejects disposed to the Landfill Facility, duly counter checked by the Project Engineer or his representative and provide monthly, quarterly, and annual reports of the same to the Project Engineer and the IMC along with any other details sought by Project Engineer/IMC for documentation.

5.13 Non-Interference by IMC

- (a) The IMC covenants with Concessionaire that IMC or any of its officers, employees or workmen shall not, at any time, during the Term of this Agreement interfere with or obstruct in the functioning, running and the overall management of the Project and in any matter in relation to or connected therewith.
- (b) IMC shall have no right, title or interest to the technology that would be used by Concessionaire in the development, operation and maintenance of the Scientific Disposal of Municipal Solid Waste facility. IMC agrees that any technology that may be employed by Concessionaire in the development, operation and maintenance of the Scientific Disposal of Municipal Solid Waste facility would be proprietary technology obtained under specific license and the IMC hereby undertakes that it shall not violate or cause a breach of the license arrangements of Concessionaire for such technology.
- (c) However, the technologies adopted by the Concessionaire have to be accepted and approved by the State Govt. / IMC before being adopted in processing of the MSW."

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(g) IMC agrees, for the purposes of the Financing Documents, to intimate to the Lenders by such notice as required under the Financing Documents:

- i) of the happening or likely happening of an Event of Default on the part of the IMC or the Concessionaire.
- ii) of the termination of this Agreement by the IMC or by the Concessionaire;
- iii) of the occurrence, continuance, and cessation of any force majeure cause;
- iv) of any other breach or default on the part of the Concessionaire under this Agreement.

6.2 General Obligations

IMC shall:

- (a) where appropriate provide necessary support to the Concessionaire in securing Applicable Permits;
- (b) Observe and comply with all its obligations set forth in this Agreement.
- (c) Ensure timely payments to the Concessionaire, if any.

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ARTICLE 7

IMC COMMITMENTS AND PENALTY PAYMENTS

7.1 COMMITMENTS

- (a) The concessionaire shall be provided space required for operation and management of the processing facility as determined by IMC for processing facility of 50 MT MSW/day in initial stage within the allotted area of 9500 sqm.
- (b) IMC agrees that the entire Chimpu, Itanagar site is measuring approximately 10000 sq. mtrs out of which IMC will be providing 9500 sq mtrs (Nine Thousand Five Hundred Square Meters) of land area out of which 3500 Sq. Mtrs. (Three Thousand Five Hundred Square Meters) is covered shed. IMC will provide proper fencing wherever necessary & also ensures no trespassing.
- (c) IMC ensures that the land has quality approach road, adequate service lane 100 meters before and after the site, proper round about for vehicle crossing as well as proper street lights on the approach road.
- (d) IMC through the State Government will issue an advisory to the State Police Department to provide priority attention for the MSW plant premises on any general or adverse reporting.
- (e) IMC shall endeavor to provide at its own cost a redundant power facility of 450KW with dual feeders, necessary transformers, trippers inside the site with proper Energy meters connection.
- (f) IMC shall provide required borewells for the full functioning of the project at site but water tanks if any shall be constructed by the Concessionaire.
- (g) IMC shall Endeavour 85% uptime of electricity connection at site.
- (h) IMC shall ensure providing acceptable MSW waste as detailed in this agreement, 80 Metric Tonne per day, delivered at the Chimpu, Itanagar MSW plant site, for a period of 25 years. The MSW provided shall be calculated on a monthly basis with a tolerance level of +/- 10%. If the waste supplied shortfall is more than 10% IMC agrees to compensate Concessionaire an amount of Rs. 6500/- (Six Thousand Five Hundred only) per Metric Ton towards

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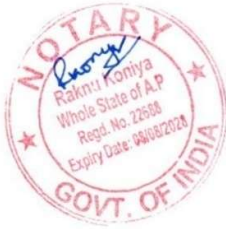
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penalty, for the entire shortfall in that month. However, calculation of the Compensation shall be calculated by the said plant processing capacity.

Penalty Calculation	
A. Waste to be supplied by IMC / day (MT.)	50
B.RDF to be produced / day (MT)	16.25
C. Revenue @ Rs. 20,000/ MT(Rs.)	325000
Projected Revenue from per MT MSW (Rs.). C/A = 325000/ 50a	6500

7.2 Mechanism of Payment

7.2.1 Payments During Term of Concession

Compensation Payments: IMC shall settle the claim within 60 days from the date of receipt of a written claim for compensation submitted by the Concessionaire, duly countersigned by the project engineer appointed by IMC.

7.3 Terms of Payment

(a) Any delay in making payment in accordance with clause 7.2 above, shall without prejudice to any other consequences under this Agreement, entitle payment of interest on the amount in default at prevailing annual prime lending rate of Reserve Bank of India calculated for the duration of delay.

(b) All payments to the Concessionaire shall be made by way of cheque/DD/RTGS/NEFT/PFMS by IMC.

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ARTICLE 8
FORCE MAJEURE

8.1 Force Majeure

As used in this Agreement, the expression "Force Majeure" or "Force Majeure Event" shall mean occurrence in India of any or all Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses 5.2, 8.3 and 8.4 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations under this Agreement and which actor event (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected Party.

8.2 Non-Political Event

A Non-Political Event shall mean one or more of the following acts or events:

- (a) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing, radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site);
- (b) strikes or boycotts (other than those involving the Concessionaire, or their respective employees / representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Project for a continuous period of 24 (twenty-four) hours and an aggregate period exceeding 7 (seven) days in an Accounting Year, and not being an Indirect Political Event set forth in Clause 8.3;
- (c) any judgment or order of the Hon'ble Supreme Court or any courts in competent jurisdiction or statutory authority made against the Concessionaire in any proceedings for reasons other than (i) failure of the Concessionaire to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Government of Arunachal Pradesh (GoAP) / Government of India (GoI);

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- (d) the discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be discovered through a site inspection; or
- (e) any event or circumstances of a nature analogous to any of the foregoing.

8.3 Indirect Political Event

An Indirect Political Event shall mean one or more of the following acts or events:

- (a) an act of war (whether declared or undeclared), invasion, armed conflict or act foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion, or politically motivated sabotage;
- (b) industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty-four) hours and exceeding an aggregate period of 7 (seven) days in an Accounting Year;
- (c) any civil commotion, boycott or political agitation which prevents collection of Fee by the Concessionaire for an aggravate period exceeding 7 (seven) days in an Accounting Year;
- (d) any Indirect Political Event that causes a Non-Political Event; or
- (e) any event or circumstances of a nature analogous to any of the foregoing.

8.4 Political Event

A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality.

- (a) Change in Law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of the clause 5.12;
- (b) Compulsory acquisition in national interest or expropriation of any Project Assets or rights of the Concessionaries;
- (c) unlawful or unauthorized or without jurisdiction revocation of or refusal to renew or grant without valid cause, any clearance, license, permit, authorization, no objection certificate, consent,

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approval or exemption required by the Concessionaire to perform their respective obligations under this Agreement and the Project Agreements; Provided that such delay, modification, denial, refusal or revocation did not result from the Concessionaire inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license, authorization, no objection certificate, exemption, consent, approval or permit;

(d) any event or circumstance of a nature analogous to any of the foregoing.

8.5 Duty to report Force Majeure Event

8.5.1 Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant to shall include full particulars of:

- (a) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under this Article 8 with evidence in support thereof;
- (b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement.
- (c) The measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
- (d) any other information relevant to the Affected party's claim.

8.5.2 The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event not later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement

8.5.3 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Clause 8.5.1, and, such other information as the other Party may reasonably request the Affected Party to provide.

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(c) Upon occurrence of a Political Event (Clause 8.4), all Force Majeure Costs attributable to such Political Event (Clause 8.4) shall be reimbursed by the IMC to the Concessionaire.

For the avoidance of doubt, Force Majeure Costs may include interest payments on debt, O&M Expenses, any increase in the cost of Construction Works on account of inflation and all other costs directly attributable to the Force Majeure event, but shall not include loss of Fee revenues or debt repayment obligations, and for determining such costs, information contained in the Financial Package may be relied upon to the extent that such information is relevant.

8.7.3 Save and except as expressly provided in this Article 8, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, Co-expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

8.8 Termination Notice of Force Majeure Event

If a Force Majeure Event subsists for a period 180 (One Hundred and Eighty) days or more within a continuous period of 365 (Three Hundred and Sixty Five) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save, as provided In this Article 8, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days' time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

8.9 Termination Payment for Force Majeure Event

8.9.1 If Termination is on account of a Non-Political Event, the IMC shall make a Termination Payment to the Concessionaire in an amount equal to 90% (Ninety per cent) of the Debt Due less Insurance Cover for assets under Concessionaire's ownership.

8.9.2 If Termination is on account of an Indirect Political Event, the IMC shall make a Termination Payment to the Concessionaire in an amount equal to:

- i) Debt Due less Insurance Cover for assets under Concessionaire's ownership; provided that if any

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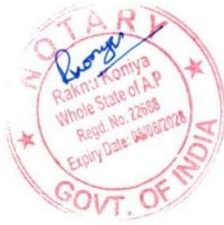
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Insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (Eighty per cent) of such unpaid claims shall be included in the computation of Debt Due; and

- ii) 110% (One Hundred and Ten per cent) of the Adjusted Equity.

8.9.3 If Termination is on account of a Political Event, the IMC shall make a Termination payment to the Concessionaire in an amount that would be payable under Clause 5.2 as if it were an IMC Event of Default.

8.10 Dispute Resolution

In the event of any dispute and difference whatsoever arising under the agreement or in connection there-with, the same shall be referred to Sole Arbitrator as per the Indian Arbitration and Conciliation act,1996 to be appointed mutually by both the party.

that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

8.11 Excuse from performance of obligations

If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event; provided that:

- a) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;
- b) the affected party shall make all reasonable efforts to mitigate or limit damage to the other party arising out of or as result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and
- c) when the affected party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

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8.12 Change in Law



- (a) Change in Law shall mean the occurrence or coming into force of any of the following, after the appointed Date:
- (i) The enactment of any new Indian law;
 - (ii) The repeal, modification, or re-enactment of any existing Indian law
 - (iii) a change in the interpretation or application of any Indian law by a court of record
 - (iv) any order, decision, or direction of a court of record.

Provided that Change in Law shall not include:

- (i) Coming into effect, after the Appointed Date, of any provision or statute which is already in place as of the Appointed Date,
 - (ii) Any new law or any change in the existing law under the active consideration of or in the contemplation of any government as of the Appointed Date which is a matter of public knowledge,
 - (iii) Any change in the rates of the Taxes.
- (b) Subject to Change in Law resulting in Material Adverse Effect and subject to the Concessionaire taking necessary measures to mitigate the impact or likely impact of Change in Law on the Project, if as a direct consequence of a Change in Law, the Concessionaire is obliged to incur Additional Costs, and IMC shall subsequently reimburse to the Concessionaire 100% of such Additional Costs, provided such additional cost in any manner as may be mutually agreed upon by parties.
- (c) Upon occurrence of a Change in Law, the Concessionaire may, notify IMC/the Project Engineer of the following:
- (i) The Nature and the impact of Change in Law on the Project
 - (ii) In sufficient detail, the estimate of the Additional Cost likely to be incurred by the Concessionaire on account of Change in Law
 - (iii) The measures, which the Concessionaire has taken or proposes to take to mitigate the impact of Change in Law, including in particular, minimizing the Additional Cost
 - (iv) The relief sought by the Concessionaire
- (d) Upon receipt of the notice of Change in Law issued by the Concessionaire pursuant to preceding sub-clause, IMC and the Concessionaire shall along with the Project Engineer hold discussions and take all such steps as may be necessary including determination by the Project Engineer/IMC.

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(e) IMC shall Within 30 days from the Rate of determination of quantum of Additional Cost, provide relief to the Concessionaire in the manner as initially agreed upon by the Parties.

8.13 Pre-Termination

- a. If the IMC seeks revocation before the expiry of this Concession agreement, the Concessionaire will be entitled to recover the Liquidated Damages caused due to such revocation, unless covered under Force Majeure conditions. Such revocation allows the Concessionaire to claim liquidated damages computed @ 45% of the average annual revenue of the last three years multiplied by remaining years of the Concession Agreement.
- b. If the said plant is not operational within three (3) years from the signing of this concession agreement, without any fault of IMC or non-compliance with any terms and conditions stipulated in this agreement, IMC reserves the right to terminate the concession agreement.

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ARTICLE 9

EVENTS OF DEFAULT AND TERMINATION

9.1 Events of Default

Event of Default shall mean either Concessionaire Event of Default or IMC Event of Default or both as the context may admit or require.

(a) Concessionaire Event of Default

Any of the following events shall constitute an Event of Default by the Concessionaire ("Concessionaire Event of Default") unless such event has occurred as a result of one or more reasons set out in **Article 3**:

- (i) The Concessionaire has failed to achieve COD within 3 (Three) years from the date of this agreement for any reason whatsoever;
- (ii) The Concessionaire has failed to accept the Municipal Solid Waste supplied by IMC in accordance with Article 5.7.1 for a continuous period of ten days, subject to no default committed by IMC;
- (iii) The Concessionaire has failed to make any payments due to IMC and more than 60 days have elapsed since such payment default;
- (iv) The Concessionaire is in Material Breach of any of its obligations under this Agreement and the same has not been remedied for more than 60 days;
- (v) A resolution for voluntary winding up has been passed by the shareholders of the concessionaire's company.

(b) IMC Event of Default

Any of the following events shall constitute an event of default by IMC ("IMC Event of Default"), when not caused by a Concessionaire Event of Default or Force Majeure Event:

- (i) IMC is in Material Breach of any of its obligations under this Agreement and has failed to cure such breach within 60 (sixty) days of receipt of notice thereof issued by the Concessionaire.
- (ii) IMC has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement.

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(c) IMC is in material breach

In case of Concessionaire unable to access / operate the plant due to:

- i) power shutdown of more than 40% in a week.
- ii) local agitations by public / student unions / associations / other bodies.

In case of IMC has failed to rectify such breach within 10 days of receipt of notice there of issued by the concessionaire.

9.2 Termination due to Event of Default

(a) Termination for Concessionaire Event of Default

- (i) Without prejudice to any other plight or remedy which IMC may have in respect thereof under this Agreement, upon the occurrence of a Concessionaire Event of Default, IMC shall, subject to the provisions of the Substitution Agreement, be entitled to terminate this Agreement in the manner is set out under Clause 9.2(a)(ii) and Clause 9.2(a)(iii).

Provided however that upon the occurrence of a Concessionaire Event of Default as specified under Clause 9.1(a) (iii) IMC may terminate this Agreement by issue of Termination Notice in the manner set out under Clause 9.2(c).

- (ii) If IMC decides to terminate this Agreement pursuant to preceding clause (i) it shall in the midst instance issue Preliminary Notice to the Concessionaire. Within thirty (30) days of receipt of the Preliminary Notice, the Concessionaire shall submit to IMC sufficient detail and if applicable, the manner in which interalia it proposes to cure the underlying Event of Default (the "Concessionaire's Proposal to Rectify"). The same shall be reasonably considered by the IMC. In case of non-submission of the Concessionaire's Proposal to Rectify within the said period of 30 days, CIVIC shall be entitled to terminate this Agreement by issuing Termination Notice, and to appropriate Performance Security, if subsisting.
- (iii) In case the Concessionaire has made a Proposal to rectify is submitted within the period stipulated therefore, the Concessionaire shall have further period of 60 days to remedy / cure the underlying Event of Default. If, however the

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Concessionaire fails to remedy/cure the underlying Event of Default within such further period allowed, IMC shall be entitled to terminate this Agreement, by issue of Termination Notice and to appropriate the Performance Security, if subsisting.

(b) Termination for IMC Event of Default

- (i) Without prejudice to any other right or remedy which the Concessionaire may have in respect thereof under this Agreement, upon the occurrence of IMC Event of Default, the Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice.
- (ii) If the Concessionaire decides to terminate this Agreement pursuant to preceding clause (i) it shall in the first instance issue Preliminary Notice to IMC. Within 30 days of receipt of Preliminary Notice, if applicable, IMC shall forward to the Concessionaire its proposal to remedy / cure the underlying Event of Default (the "IMC Proposal to Rectify"). In case of non-submission of IMC Proposal to rectify within the period stipulated therefore, Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice.
- (iii) In case IMC Proposal to Rectify is forwarded to the Concessionaire within the period stipulated therefore, IMC shall have further period of 45 days to remedy/ cure the underlying Event of Default. If, however IMC fails to remedy/ cure the underlying Event of Default within such further period allowed, the Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice.

(c) Termination Notice

If a Party has become entitled to do so decide to terminate this Agreement pursuant to the preceding sub article (a) or (b), it shall issue Termination Notice setting out:

- (i) in sufficient detail the underlying Event of Default;
- (ii) the Termination Date which shall be a date occurring not earlier than 90 days from the date of Termination Notice;
- (iii) the estimated termination payment including the details of computation thereof; and,
- (iv) any other relevant information.

(d) Obligation of Parties

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Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that;

- (i) until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations to maintain the continued operation of the Project Facilities.
- (ii) the termination payment, if any, payable by IMC in accordance with the following sub-article(f) is paid to the Concessionaire on the Termination Date; and
- (iii) the Project Facilities are handed over back to IMC and Lenders as per provision of Article 10 by the Concessionaire on the Termination Date free from any Encumbrance along with any payment that may be due by the Concessionaire to IMC.

(e) Withdrawal of Termination Notice

Notwithstanding anything inconsistency contained in this Agreement, if the Party who has been served with the Termination Notice cures the underlying Event of Default to the satisfaction of the other Party at any time before the actual Termination occurs, the Termination Notice shall be withdrawn by the Party which had issued the same. Provided that the Party in breach shall compensate the other Party for any direct costs/consequences occasioned by the Event of Default which caused the issue of Termination Notice or as mutually agreed upon by both parties.

9.3 Termination Payments

Upon Termination of this Agreement on account of IMC Event of Default, the Concessionaire shall be entitled to the following termination payments in addition to payment from IMC that may have accrued to concessionaire prior to the Termination:

(a) if the termination occurs prior to the COD, then IMC shall pay concessionaire a termination payment calculated as below:

- Termination payment = Debt due + 120% of equity contribution by the concessionaire till termination date + 10% of the projected income.

(b) if the termination occurs after COD, then IMC shall pay concessionaire termination payment equal to the following:

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ARTICLE 10

HANDOVER PROJECT FACILITIES

10.1 Ownership during the term of concession

Without prejudice and subject to the Concession, the ownership of the Project Facilities, including all improvements made therein by the Concessionaire, during the term of the concession shall always remain as mentioned below:

- (a) that of all site and electrical feeder structures thereon shall remain with IMC.
- (b) that of all movable assets including equipment's & machines shall remain with the concessionaire and in accordance with the financing documents and first prior charge to Lenders privileges.

10.2 Concessionaire's Obligations

(a) Waste Processing Facility

- (i) The Concessionaire shall on the date of expiry of the agreement term, hand back peaceful possession of the Waste processing Facility to IMC free of cost and in as-is-where condition.
 - (ii) That during the handing over of the project Facilities of the said plant it must be free from all encumbrances.
 - (iii) At least 12 months before the expiry of the term of the agreement a joint inspection of the Project Facilities shall be undertaken by the Project Engineers/IMC and the Concessionaire. The Concessionaire shall promptly undertake and complete such works/jobs as may be required by IMC at least three months prior to the expiry of agreement term and ensure that the Project Facilities may continue to meet such requirements even after the same are handed back to IMC.
- (b) The monthly electricity costs shall be covered by the Concessionaire

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ARTICLE 11

DISPUTE RESOLUTION

11.1 Amicable Resolution

- (a) Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, however arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in clause (b) below.
- (b) Either Party may require such Dispute to be referred to the Commissioner, IMC (or the Person holding charge) and the Chief Executive Officer of the Concessionaire for the Title being, for Amicable settlement. Upon such reconciliation, the two shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15 (fifteen) days of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions of Article 11.2 below.

11.2 Arbitration

a) Procedure

Subject to the provisions of Article 11.1, any Dispute which is not resolved amicably shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be by a panel of three arbitrators, one to be appointed by each Party and the third to be appointed by the two arbitrators appointed by the Parties. The Party requiring arbitration shall appoint an arbitrator in writing, inform the other Party about such appointment and call upon the other Party to appoint its arbitrator. If within 30 days of receipt of such intimation, the other Party fails to appoint its arbitrator, the Party seeking appointment of arbitrator may take further steps in accordance with Arbitration and Conciliation Act, 1996.

b) Place of Arbitration

The place of arbitration shall ordinarily be at Itanagar Capital

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For Hills Nexgram
Signature
Chennai



ARTICLE 12

MISCELLANEOUS

12.1 Assignment and Charges

- (a) The Concessionaire shall not assign in favor of any person this Agreement, or the rights, benefits and obligations hereunder save and except with prior written consent of IMC.
- (b) The Concessionaire shall not create nor permit to subsist any Encumbrance over the Project Facilities except with prior consent in writing of IMC.
- (c) Restraint set forth in clauses (a) and (b) above shall not apply to:
- (i) liens/encumbrances arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Concessionaire;
 - (ii) Pledges/hypothecation of goods/stocks/moveable assets, revenue and receivables as security for indebtedness, In favor of the Lenders and working capital providers for the project;
 - (iii) assignment of Concessionaire's rights and benefits under this Agreement to or in favor of the Lenders as security for financial assistance provided by them.

12.2 Interest and Right of Set Off

Any sum which becomes payable under any of the provisions of this Agreement by one Party to the other Party shall, if the same be not paid within the time allowed for payment thereof, shall be deemed to be a debt owed by the Party responsible for payment thereof to the Party entitled to receive the same. Such sum shall until payment thereof carry interest at prevailing lending rate of Reserve Bank of India per annum from the due date for payment thereof until the same is paid to or otherwise realized by the Party entitled to the same. Without Prejudice to any other right or remedy that may be available under this Agreement or otherwise under law, the Party entitled to receive such amount shall also have the right to set off.

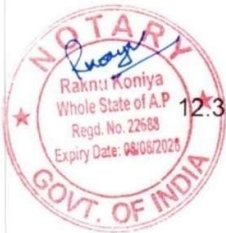
Provided the stipulation regarding interest for delayed payments contained in this Article 12.2 shall neither be deemed not construed to authorize any delay in payment of any amount due by a Party nor be deemed or constituted to be a waiver of the underlying breach of payment obligations.

For IMC

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Commissioner
Itanagar Municipal Corporation
Itanagar

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For 7 Hills Nexgraph
Signature
Chennai



12.3 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India. The Courts at Gauhati High Court Itanagar permanent bench shall be considered as neutral venue shall have jurisdiction over all matters arising out of or relating to this Agreement.

12.4 Waiver

12.4.1 Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

- i) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations kinder this agreement;
- ii) shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
- iii) shall not affect the validity or enforceability of this Agreement in any manner.

12.4.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder no time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

12.5 Survival

Termination of this Agreement

12.5.1 shall not relieve the Concessionaire or IMC of any obligations already incurred hereunder which expressly or by implication survives Termination hereof, and

12.5.2 except as otherwise provided in any provision of this Agreement expressly Limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

For IMC

Signature
Commissioner
Itanagar Municipal Corporation
Itanagar

For Hills Nexgen
Signature





12.6 Amendments

This Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by the Parties hereto and evidenced in writing.

12.7 Notices

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, by each of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by Registered Post with Acknowledgement. Due, Hand delivery, recognized international courier, E-mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to IMC:

The Commissioner,
Itanagar Municipal Corporation
Itanagar, Arunachal Pradesh, India 791111.
Phone 0360-2954192
Email: imcitanagar@gmail.com

If to the Concessionaire:

Chief Operating Officer,
7 Hills Nexgram
6-B, 6th Floor, Aditya Tower,
G.S.Road, Rukmini Gaon, Guwahati, Assam, India 781006
Phone +91-9774775777
Email: bishwajeet@7hng.in

- (i) in the case of any communication made by letter, when delivered Registered Post with Acknowledgement Due, Hand delivery, recognized international courier, E-mail, (registered, return receipt requested) till that address, and
- (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number

12.8 Severability


If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declined by any court

For IMC


Signature
Commissioner
Itanagar Municipal Corporation
Itanagar

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For 7 Hills Nexgram
7 Hills Nexgram
Chennai
Signature





of competent jurisdiction or any other instrumentality to be invalid, illegal, or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

12.9 No Partnership

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

12.10 Language

All notices required to be given under this Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language and true translation into English language if other language is used at user's costs and expenses.

12.11 Exclusion of Implied Warranties etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties and any representation by any Party not contained in a binding legal agreement executed by the Parties.

12.12 Counterparts

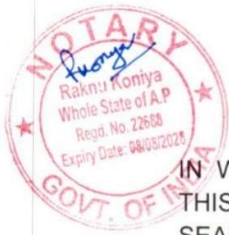
This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement.

For IMC

Signature
Commissioner
Itanagar Municipal Corporation
Itanagar

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For 7 Hills Nexgram
Signature
Chennai



IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF "THE DATE FIRST ABOVE WRITTEN. SIGNED, SEALED AND DELIVERED

For and on behalf of IMC by

For and on behalf of CONCESSIONAIRE by

[Signature]
The Commissioner,
Itanagar Municipal Corporation
Itanagar

[Signature]
Chief Operating Officer,
7 Hills Nexgram



In the Presence of

In the Presence of

- [Signature]*
LINYOM NYODU
PA to Commissioner
Itanagar Municipal Corporation
Chimpu, Itanagar - 791113
- [Signature]*
LHAM TASHI
Assistant Labour Officer
Itanagar Municipal Corporation
Chimpu, Itanagar - 791113

- [Signature]*
(Bipul Ch. Sarkar)
c/o
6th floor, Aditya Tower
G.S. Road, Guwahati - 781006
- [Signature]*
Mridul Haloi, Sr. Executive
6th floor, Aditya Tower
G.S. Rd., Guwahati - 781006

Annexure 1 – Proposal

SCHEDULE 1 - DETAILS OF PROJECT SITE

SCHEDULE 2 - OPERATIONS AND MAINTENANCE REQUIREMENTS OF WASTE PROCESSING & DISPOSAL FACILITY

SCHEDULE 3 - SCOPE OF PROJECT ENGINEER (PE)

SCHEDULE 4 - FORMAT OF LAND LEASE AGREEMENT&WITH SITE MAP

SCHEDULE 5 - APPLICABLE APPROVALS

For IMC

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Signature
Commissioner
Itanagar Municipal Corporation
Itanagar



For Hills Nexgram
[Signature]
Signature



[Signature]
Ramesh Koniya
Notary Public,
Whole State of Andhra Pradesh,
Regd. No. 22688,
Itanagar, Itanagar

ANNEXURE :- I



Proposal
for
Implementation of
Scientific Disposal of Municipal Solid Waste
(World's Most Ideal Waste Management Technology)

Submitted By:**7Hills Nexgram**

RO: Amarasri, Level 7, #455, Anna Salai, Teynampet, Chennai – 600018, TN, IN

CO: 6th Floor, Aditya Tower, Dispur, G.S. Road, Guwahati- 781006, Assam, IN

BO: STPI, Capital Complex , Bank Tinali, Itanagar – 791111, Arunachal Pradesh, IN

Submitted To:**The Commissioner**

Dept. of Urban Development & Housing

Govt. of Arunachal Pradesh

Mowb-II, Itanagar - 791111

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Itanagar Municipal Corporation
Itanagar



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1.1 About 7hng

Since our inception in 2007 (when the initial idea of 7 Hills Nexgram ~ 7hng was conceptualized and over the years researched & developed), we've led the charge in Project Management & Business Consulting, with a focused lens on India's Northeast. Our expertise spans government projects in Information and Communication Technology (ICT), ranging from \$1 Million to \$70 Million. With deep roots in the region, our team intimately understands the last mile challenges, ensuring seamless delivery across logistics, technical support, and specialized services. Leveraging cutting-edge technology, our services aim to revolutionize specific domains including Agriculture, Communication, EV's, Education, Finance, Health, Logistics, Skills, and Solar. We're committed to offering a transformative experience for the Public, OEMs & SI, and government alike. Our rural entrepreneurs, hailing from the heart of their districts, are our heroes, guaranteeing a comprehensive grasp of the challenges at the last mile, encompassing climate, infrastructure, and community. Stay tuned as we prepare to unveil a distinctive brand aimed at luring MNCs to Northeast India.

Our Technology Partner

Cogo Eco-Tech Solutions Private Limited: is registered under Indian Company's Act with its head office in Delhi. The team comprises of very renowned scientist from Ukraine along with Indian scientist and entrepreneurs. Cogo is a MSME registered and Startup India Registered organization.



The zero waste company
Cogo Eco-Tech Solutions Pvt. Ltd.

For further details please visit www.cogo.eco

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1.2 Highlights of our Proposal

- ❖ First of its kind proposal for Municipal Solid Waste Management
- ❖ Waste to fine RDF (Charcoal) high caloric quality conversion
- ❖ No environmental pollution / Hazards derived
- ❖ Make in India Equipment
- ❖ Technology working in 3 Municipal Corporation sites successfully for the last 2+ years.
- ❖ Easy to implement – No separation of Waste
- ❖ Implementation times is 3-4 Months subject to site readiness
- ❖ Availability of quality Electricity 24x7 is key to success
- ❖ Zero investment by State Government
- ❖ Project sustainability achieved by selling the MSW Charcoal
- ❖ Optional to setup Micro power plant using the derived RDF fuel
- ❖ Simple plug & play type of waste machines and NO complicated construction, setting up etc.

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2. The 7hng Smartwaste

2.1 The Technology

Idea of zero waste called Transformer. In this technology any type of MSW like organic waste, inorganic, plastic, rubber glass, polythene, wood, electronic, items, paper, leather, bones, clothes blankets can be treated without any pollution. The Main attraction is that **“NO LANDFILL REQUIRED”**

Additional benefits are mentions as below

- ❖ No NEED OF DUMPING GROUND
- ❖ No Segregation required
- ❖ Wet waste is accepted of this technology
- ❖ Technology works very well in rainy season also
- ❖ Outcome product is RDF that is more valuable than coke
- ❖ All kind of waste treated
- ❖ † No Burning † No Smoke † No pollution † No radiation
- ❖ Small establishment required.
- ❖ No major civil work.
- ❖ Machine is plug-N-Play for waste management
- ❖ Even single operator can operate many machines.
- ❖ Leads to Clean Roads, Clean parks and Choke free drainage
- ❖ No Sewer Jam due to plastic/polythene/cloths/waste
- ❖ Very small quantity of water is used

The MSW transformer comes in 3 models i.e 25MT/Day, 50 MT/Day and 100MT/Day. However, the size of machine for big capacity can be tailored as per requirement.

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These transformers can process any kind of waste except chemical, toxic, explosive, or radioactive waste. Transformers have been applied to the following kind of waste:

- ❖ Animal slurry slaughtering waste and animal residuals (Bones, fat, meat, plumes, clogs, shells, etc.)
- ❖ Sanitary waste
- ❖ Municipal waste
- ❖ Organic Agricultural residuals (olive residuals, garden residuals, etc.)
- ❖ Industrial waste
- ❖ Port waste
- ❖ Expired food
- ❖ Water treatment sludge.



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3. Proposed Solution – Cogo Municipal TRANSFORMER

Municipal TRANSFORMER does not use pressure or steam to reach upto 151°C, it can be positioned everywhere, without any room arrangements, eliminating the problem of the high -cost logistics related to hazardous waste transportation.

MSW TRANSFORMER has the following advantages that make it extremely convenient:

- ✓ **T** No pressure is used **T** Completely closed structure to avoid powder and odour release **T** Fully automatic cycle
- ✓ The entire cycle is controlled by PLC system
- ✓ Sterilization procedure available also in case of malfunctioning **ü** Noise under the law limit (65÷80 dB) no protections are needed
- ✓ Protection against: vibrations, shock, fire and unauthorized access to the machine
- ✓ Sterilization factor much higher than an autoclave.

3.1 Segregation of Waste

In principle there is **NO NEED OF SEGREGATION** of waste required for zero waste technology. But as per guidelines set by Government of India the “The Company” fully adopt the three R formula of reduce, Reuse and recycle. We segregate valuable articles from input waste to earn more revenue.

Rest waste is fed into transformer to convert high calorific value (upto 5500KCal/Kg) RDF. The inert available is used for making pathway brick with mixing of cement and other essential materials. In this way nothing is left for LANDFILL. So NO LAND IS REQUIRED FOR DUMPING.

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3.2 Land, Power and Water Requirement

Land: The land required is very minimal for MSW zero waste plant. This land includes building, pathway for truck, Shed, Office block, Godown, service center, Generator Room, Weighing Cabin and required green belt area.

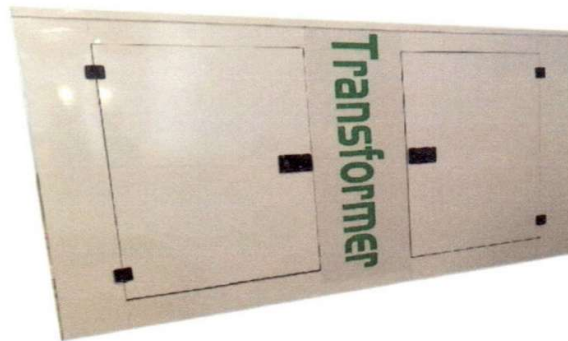
Electricity: The power requirement varies based on plant capacity (refer to technical spec sheet for details)

Water: Daily water minimum consumption is 50 liters for the transformer. However, some additional water is required for staff use as drinking water, cleaning water and for sanitary purpose of staff.

3.3 Safety Compliance

The company will follow the safety compliances regulated by Central pollution control Board, Government of India and European Union and compliance as required by World Health Organizations.

Transformer (1st Generation)



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3.4 SWOT ANALYSIS

Strength	Weakness
<ol style="list-style-type: none"> 1. Experience in the field of SWM. 2. Proven technology. 3. No pollution control. 4. One of its kind technologies that require- No Landfill, No Water. 5. In the process of waste treatment no burning of waste is involved resulting in No pollution. 6. The technology can treat unsegregated waste like organic, dairy, slaughter. 	<ol style="list-style-type: none"> 1. We are not aware of any weakness to date.
Opportunities	Threats
<ol style="list-style-type: none"> 1. Current waste management technologies are very old, outdate, cause lot of pollution and require huge landfills. 2. Have potential to become ideal solution to Government's problems. 3. Huge growth in Urban & Rural infrastructure is taking place. This will require high efficient, pollution free, landfill free technology to manage different types of wastes. 4. Huge opportunities of implementing this technologies with private establishments like housing societies, hotel & catering industry 	<ol style="list-style-type: none"> 1. In future a better technology can come with low cost. 2. Care has to be taken that hazardous waste should not enter into the machine. 3. Govt. policies

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3.5 Additional Equipment's

The company will use following machines and equipment Weighing Machine Platform, Trommel, Shredder, Conveyer Belts, Transformer, Waste Loader, Waste Truck, Air quality management Machine,

Shredder

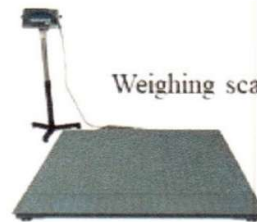


Conveyer Belts



Trommel

Weighing scale



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3.6 Typical Process Flow Diagram

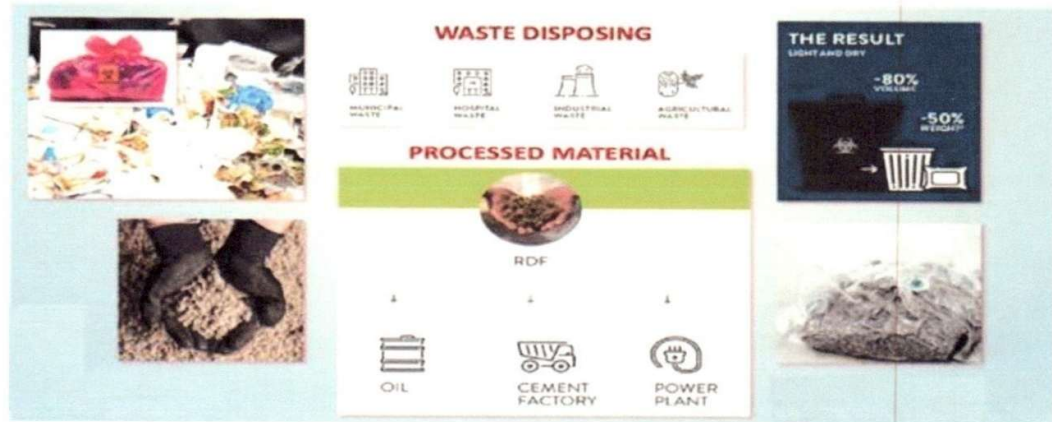


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TECHNOLOGY COMPARISON							
S. NO	DESCRIPTION	LANDFILL	COMPOSTING	BIO METHANATION	INCINERATION	GASIFICATION	TRANSFORMER RDF
9	Electricity Requirement	LOW	LOW	LOW	MODERATE	HIGH	MODERATE
10	Operational Cost	MODERATE	MODERATE	MODERATE	HIGH	HIGH	MODERATE
11	Air Pollution	VERY HIGH	MODERATE	MODERATE	HIGH	MODERATE	NIL
12	Water Pollution	VERY HIGH	VERY HIGH	VERY HIGH	VERY HIGH	HIGH	NIL
13	Noise Pollution	NIL	VERY LOW	VERY LOW	HIGH	HIGH	MODERATE
14	Odour	VERY HIGH	VERY HIGH	VERY HIGH	MODERATE	HIGH	MODERATE
15	ASSUMPTIONS ON FUTURE PROSPECT OF TECHNOLOGY	HUGE LAND IS REQUIRED AND LAND IS LIMITED HENCE THIS TECHNOLOGY WILL PERISH WITH TIME	HUGE LAND IS REQUIRED AND LAND IS LIMITED HENCE THIS TECHNOLOGY WILL PERISH WITH TIME	HUGE LAND IS REQUIRED AND LAND IS LIMITED HENCE THIS TECHNOLOGY WILL PERISH WITH TIME.	DUE TO HIGH LEVEL OF AIR POLLUTION AND LANDFILL REQUIREMENT THIS TECHNOLOGY WILL PERISH WITH TIME		NO DISADVANTAGES HENCE IT HAS THE POTENTIAL TO BECOME KEY FUTURE TECHNOLOGY FOR WASTE MANAGEMENT.



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3.8 Solution Impact - 7hng Smartwaste Impact

Before



After



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4. Benefits & Outcome

The main benefits of effective waste disposal can be summarized as:

Environmental protection –

- Helps improve air and water quality as well as reduces greenhouse gas emissions.
- Helps in minimising the extraction of resources along with reducing pollution and energy consumption which is associated with manufacturing new materials.
- Protection of the environment and the health of the population.
- Helps in conservation of natural resources including minerals, water and wood. So this is the effect of reducing, reusing and recycling.
- Helps in least amount of the junks reach the landfills. By conserving space in landfills, the production of harmful substances is reduced.
- Improper waste disposal allows the disease to proliferate in the environment.
- Decreases the risk of disease in humans who come in contact with the trash.

Business philosophy – as common public become more environmentally conscious, it is important for local governments to promote their 'green' strategies and environmental promise.

Revenue generation (Segregation of Valuable Components) – Companies may buy recyclable materials due to their value. Additionally, the waste management industry creates direct & indirect employment opportunities.

Revenue generation (RDF):

After processing of the Municipal Solid Waste is converted to Refuse Derived Fuel (RDF) with a high calorific value up to (5500KCal/Kg) which is at par the calorific value of coal / charcoal fuels. The conversion ratio of Municipal Solid Waste to RDF is in the range of 50% - 70% (E.g. 100 Kgs of Municipal Solid Waste can be converted to 50-70 kgs RDF). The RDF consists of combustible components which can be used as a substitute for fossil fuels e.g. cements plants, lime plants, coal fired, brick manufacturing, power plants or as a reduction agent in steel furnaces.



Innovation and Research: Research and innovation in waste-to-charcoal technologies can lead to the development of more efficient and sustainable processes. This, in turn, can drive advancements in waste management and renewable energy production.

Waste Valorization: Waste-to-charcoal processes demonstrate the concept of waste valorization, where waste materials are transformed into valuable products, reducing environmental harm and maximizing resource use efficiency.

Generic comparison of properties of firewood, coal & Charcoal			
Particulars	Coal	Fire wood	Charcoal
Calorific value	4500 to 6000	2500 to 3000	5500 to 6800
Ash	25 to 50%	20 to 28 %	10%
Pollution, Poisonous effluent Smoke	Sulphur, Co2, phosphorous fumes	Smoke, phosphorous fumes if not dried properly	No Smoke No Sulphur
Moisture	10 – 12%	30 – 45%	2 – 3%
Efficiency	65 – 70%	45 – 55%	87.5 – 90%
Wastages	15 – 18%	20 – 23%	1 – 2%
Labour usage	Require two persons minimum	Requires maximum persons in handling & cutting	Single person is enough to feed the briquettes & one for collection of ash
Boiler maintenance	Frequent Maintenance due to high wear & tear	Require regular maintenance. Inner plate corrodes very frequently	Normal Fly ash deposit on tubes, doesn't cause any damage
Handling	Tough	Tough	Easy because of packed material
Environmental Impact	Non Renewable	Deforestation	Renewable since made of Waste



5. Financials

5.1 Implementation Expenditure

The budgetary investment to setup will cost approximately INR 25 Crore towards EPC (Engineering Procurement & Construction) for a MT50 (50MT/ Day Machine) plus Taxes as Applicable. Transportation extra as per actual.

- The complete setup will include Transformer as a main machine along with Conveyer, Trommel & Shredder
- Drawing and development of foundation and shed
- Power setup for the machine
- Machine establishment
- Indian component /machine installation
- Testing of machine
- Training to the workers
- Training of Service backup team

5.2 Operational Expenditure

The best suited option is to set up Regional / cluster based common waste processing and disposal facilities under the guidance of State UDD. However, the suggestive manpower requirement for Transformer model 50MT is approximately 30 skilled / unskilled labors. This may vary in accordance to other factors.

Operational expenditure covers Annual Maintenance of Machinery, replacement of wear & tear parts, labor costs and proper maintenance of the processing site in good condition.



6. Our Proposed Delivery Model

7hng proposes the Government of Arunachal Pradesh a BOO - Build Operate & Own Model

1. Irrevocable Contract period will be minimum 25 years
2. Zero investment by the State Government
3. 7hng will be absolute owner of all the RDF output generated from the processed waste under the proposed agreement and state government cannot enjoy any sort of ownership on it.
4. 50 MT of waste will be provided by the Government everyday. In case of not providing the committed tonnage of waste for a specific day then State government shall compensate a pre-agreed sum per tonnage to 7hng.
5. 7hng will be provided with 15000 Sq.Mt of levelled land out which 4000 Sq.Mtr will be covered shed. The entire premises shall be properly fenced and secured by the State Government.
6. State Government will ensure and provide free quality power of 450KW available for a minimum of 22 hours a day. In case of short supply in power then State Government shall compensate 7hng a pre-agreed sum for every hour of shortfall in committed power supply.

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7. The land provided by Government will be vide an irrevocable lease agreement for the contract period.
8. The entire agreement will be approved by the state government and published in the Gazette.
9. All the inherits like mud, stones etc derived out of the processing of Municipal solid waste, it will be the responsibility of the state government to transport the same out of the waste processing premises on a daily basis. The expected quantity of such inherits will be detailed in the agreement.
10. The proposed agreement will have a clear clause that in case if the State Government wants to own the project at any said point of time during the 25 years period then a pre-fixed compensation depending the time of takeover, will be mentioned in the agreement, which will be paid by the government to 7hng. Under no other circumstance State Government has the right to pre-close or terminate the agreement.



7. Roles & Responsibility

S.no	7hng Responsibility	State Responsibility
1	7hng shall operate and manage the plant for 25 years	To provide daily waste.
2	7hng shall bear all the manpower cost involved in day-to-day operations.	To Provide covered shed and space for operations free of cost
3	7hng shall take care of all the maintenance cost	Availability of good access road for trucks and movement
4	7hng shall be responsible for the sale of RDF.	Proper security wall around the plant area with toilets
5	From the sale of the RDF 7hng shall recover its operations , maintenance and plant capex cost	Availability of electricity with connection & operations free of cost
6	7hng shall ensure that every day waste to a maximum of 50MT is processed (zero waste is achieved)	Drinking water & Water for cleaning
7		Any inert material like debris , leachet , mud , sand etc shall be the sole responsibility of the ULB to dispose it off at their own cost.

[Handwritten Signature]
 Commissioner
 Itanagar Municipal Corporation
 Itanagar





Annexure – A (Pragati Maidan Case Study by Cogo)

**World Environment Expo 2022 Pragati Maidaan, New Delhi
Case Study**

For this fair nearly had a 300 participating stalls, with a daily visitor footfall of 3000 people every day.

What we planned:-To prove the fact that our transformer machine is eco-friendly and can process any sort of waste without causing any pollution or disturbances we allocated our stall in the middle of the hall (centre). So we were surrounded by stalls left, right and centre.

What we did

We instructed the waste collecting staff to dump all the waste generated from the expo to our stall for the entire three days.

The Result :

Our Transformer machine was processing the entire waste of the expo without causing any disturbance to the stalls besides us, neither to the airconditioned environment, we were having visitors sitting and discussing about our machine while the machine was running.



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[Handwritten Signature]
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Annexure - B (Chennai Case Study by Cogo)

A renowned biomining company from South India came to us with its biomining waste (landfill waste older than 7 years) this waste was processed in front of there CEO. The output was taken back by them for lab test result which is mentioned below. A small example of the transformer impact how it can achieve Zero landfill.



CIN : U74999TN2008PTC067568

NABL & MOEF APPROVED LABORATORY
www.ctllabs.in
www.foodenvironmenttesting.com

TEST REPORT

Report Number and date	CTL/CH/N-7389/2021-22 & 12.10.2021		
Sample Number	N-7389/21-22		
Customer Name & Address	M/s. Zigna Global Environ Solutions Pvt. Ltd., No. 24, Kalaimagal Kalvi Nilayam Road, Erode - 638 001.		
SAMPLE DETAILS			
Sample Description By Customer	Aglo RDF - Noida		
Quantity Received	1 Kg	Sampled By	Customer
Date of Receipt	07.10.2021	Sample Condition	Good & Received in Packed Condition
Analysis Starting Date	08.10.2021	Analysis Completion Date	12.10.2021

Test Results:
The above sample tested as received, and results are as follows:

S. NO	PARAMETERS	METHOD	UNITS	RESULTS
1	Moisture Content	ASTM D - 3173	%/wt	2.5
2	Ash @ 815°C	ASTM D - 3174	%/wt	29.5
3	Fixed Carbon @ 900°C	ASTM D - 5142	%/wt	1.4
4	Volatile Matter @ 900°C	ASTM D - 3175	%/wt	66.6
5	Gross Calorific Value (Air Dry Basis)	USEPA 5050	Cals/g	5826

END OF REPORT

For Chennai Testing Laboratory Pvt Ltd
A. Raju
Authorised Signatory

Page 1 of 1

A - Super 19 | T.V.K. Industrial Estate | Guindy | E-mail : chennaiestinglab@gmail.com
Chennai - 600 032 | Tamil Nadu | India | Telefax : +91-44-2250 1757

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Annexure - C (Cogo Malaysian Lab test report - RDF utilization)

AMITA BERJAYA SDN BHD

Sample Name: 23072022 - AF SAMPLE FROM INDIA - SAMPLE A - AM0196
 Method: SMART-QUANT WDJSMART Oxides ABSB
 Preparation: Powder
 Start Time: 7/23/2022 1:28 PM End Time: 7/23/2022 1:48 PM
 Operator: Lab Manager

Element / Compound	Concentration (%)	Statistical Error
Si Silicon	1.906	
Fe Iron	3.261	
Al Aluminum	0.575	
Ca Calcium	6.337	
Cl Chlorine	1.21419	
MgO Magnesium Oxide	0.303	0.0000603384
S Sulfur	0.203	0.0000356033
P2O5 Phosphorous Oxide	0.093	0.0000225332
K2O Potassium Oxide	0.477	0.0000497536
Na2O Sodium Oxide	0.170	0.0001128137
F Fluorine	1.98	0.0036755062
Pb Lead	0.18487	0.0001395316
Cr Chromium	0.06442	0.0000283627
As Arsenic	0.00000	0.0000413280
Sn Tin	0.00000	0.0000655689
Se Selenium	0.02137	0.0000440941
Ni Nickel	0.02288	0.0000378593
Te Tellurium	0.00000	0.0000000000
Co Cobalt	0.00000	0.0000313300
V Vanadium	0.00000	0.0000384330
Sb Antimony	0.60949	0.0006002470
Mn Manganese	0.06108	0.0000254491
Zn Zinc	0.23500	0.0000325872
Cu Copper	0.04834	0.0000501041
Hg Mercury	0.00000	0.0001450745
Tl Thallium	0.00000	0.0001420098
Cd Cadmium	0.26257	0.0002265352
SiO2 Silicon Oxide	4.077	0.0001362774
Fe2O3 Iron Oxide	= 4.663	0.0001022386
Al2O3 Aluminum Oxide	1.087	0.0000675555
CaO Calcium Oxide	= 8.866	0.0001803323

Simulation Result		
	Normal Incoming	Normal Incoming + New Material
Tonnage		
Moisture		
T Oxide		
Chlorine		
Sulfur		
P ₂ O ₅		
K ₂ O		
	Quantity By Sales	Quantity Proposed By Production
Tonnage	[ml /m ³]	

Parameter	%
Moisture Content	5
Total 2 Oxide Level	13.539
Chlorine	1.21419
Sulfur	0.203
P ₂ O ₅	0.093
pH	7
Ammonia	0 ppm
Hazard Level	Level 1
Smell Level	No / None
CV Test	5776.06

Good in CV. Potential AF material.

Will run analysis again with Xepos.

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Annexure - D (IIT Ropar



Study done by Cogo)

IIT Ropar Study



INDIAN INSTITUTE OF TECHNOLOGY ROPAR
भारतीयप्रौद्योगिकीसंस्थान, रोपड़
DEPARTMENT OF CIVIL ENGINEERING
जानपद अभियांत्रिकी विभाग
एनएच 47ए, रोपड़, पंजाब 140001, INDIA
Phone: +91 (0182) 747241 Email: iitrd@iitropar.ac.in

To,
Alok Kant
MS Cogo Eco-Tech Solutions
1C, H block Saket, New Delhi -110017

Subject: Status update on environmental study and ecological impact of using a decentralized waste processing model for the operations waste management sites

This is in reference to our agreement and the above subject line, a quick update on the study from IIT Ropar on conducting a study on "environmental study and ecological impact of using a decentralized waste processing model for the operations waste management sites in Uttar Pradesh of MS Cogo Eco-Tech Solutions (P) Ltd". Our initial finding are that technology used by Cogo is effective and having potential to be applied for processing the MSW. We have discussed in google meet regarding the initial findings in draft. The final report will be submitted soon.

Please let me know if you require any additional info

Yours faithfully,

Indramani Dhada

1st July 2023

Dr Indramani Dhada

Dr Indramani Dhada indramani@iitropar.ac.in
Assistant Professor
Department of Civil Engineering
Indian Institute of Technology Ropar
Nangal Road, Ropar-140001, Punjab, India



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Annexure - E (Key Factory)



Officials Visit to Cogo

Visit by India Air Force Gangoh Plant



We had the privilege of welcoming **Indian Air Force** personnel from Sarsawa Airforce Station



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Visit by Divisional Commissioner Saharanpur Dr. Lokesh M (IAS)



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Visit by ADM Saharanpur Dr. Archana Dwivedi Ji



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Swisscontact is an independent non-profit development organisation established in 1959 by representatives of the Swiss private sector and civil society. Their work focuses on private sector-led, sustainable economic development and improved quality of life for all in developing and emerging countries.

End of Document

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 7 Hills Nexgram
 P17600019
 Chennai

SCHEDULE-2

**OPERATIONS AND MAINTENANCE REQUIREMENTS OF WASTE
PROCESSING & DISPOSAL FACILITY****1. General**

The Concessionaire must adhere to the O&M Requirements for maintaining Waste Processing Facilities, ensuring compliance with Construction Requirements and the Agreement. Key responsibilities include:

- a) Ensuring safety for personnel and users of the facilities.
- b) Implementing adequate safety measures during operations.
- c) Minimizing adverse environmental impacts and effects on nearby properties.
- d) Promptly responding to emergencies and controlling any negative consequences.
- e) Reducing disturbance or damage to third-party properties.
- f) Using materials that meet Construction Requirements for maintenance and repairs.
- g) Ensuring that assigned personnel have the necessary qualifications and training to fulfil O&M Requirements.

2. Operations & Maintenance (O&M) Manual and O&M Plans

(a) Prior to making application for the Readiness Certificate for the Project the Concessionaire shall finalise in consultation with the Project Engineer:

- (i) the O&M Plan for the first year of operations.

(b) The concessionaire shall submit to the Project Engineer and IMC an annual O&M Plan for the next year of operations or may inform only the changes made in the existing O&M Plan, if any, in the month of November of every year after COD.


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3.0 Weighment, Acceptance and Rejection of Municipal Solid Waste

3.1 Weighment of Municipal Solid Waste

3.1.1 The IMC shall provide for a weigh-bridge in accordance with the Construction Requirements for Weighment of the Municipal Solid Waste supplied by IMC.

3.1.2 The Concessionaire shall record the following data:

- (a) Date of operation
- (b) Registration number of the truck/lorry supplying Municipal Solid Waste
- (c) Total weight of the truck
- (d) Time of entry of the truck
- (e) Zone/circle/ward from which Municipal Solid Waste has been collected
- (f) Empty weight of the truck
- (g) Net weight of Municipal Solid Waste
- (h) Time of exit of the truck

3.1.3 In the event that the weigh-bridge provided in accordance with sub-clause 3.1.1 above is not in operation, the concessionaire has to make alternative arrangements for weighing of trucks at his own cost and expense and in a manner acceptable to the Project Engineer and IMC. Under unavoidable circumstances, with the written consent of the Project Engineer, the concessionaire may use the following to estimate quantity delivered.

$$W = W_{AVG} * N$$

Where, W is the weight of Municipal Solid Waste supplied during the period for which the weigh bridge was inoperable W_{AVG} , is the average weight of Municipal Solid Waste carried per truck based on the data available for the six Months prior to the Month in which the weigh-bridge was operable. N, is the number of truck-loads of Municipal Solid Waste accepted by the Concessionaire during the period for which the weigh-bridge was inoperable.


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3.2 Acceptance of Municipal Solid Waste

3.2.1 IMC shall supply Municipal Solid Waste to the facility as per the agreed delivery schedule.

3.2.2 The Concessionaire shall not accept Municipal Solid Waste which is not supplied by IMC or any other Person appointed by it.

3.2.3 Apart from visual inspection procedure, the procedure to be adopted for sampling and testing of non-Municipal Solid Waste supplied by IMC to ascertain whether it contains Hazardous and/or Bio-medical Waste shall be finalized by the Parties and the procedure documented as part of the O&M Manual.

4.0 Production of Compost

The Concessionaire can choose any necessary processes to process Municipal Solid Waste, ensuring that the resulting compost meets the quality standards outlined in the MSW Rules, 2000. Additionally, the Concessionaire must inspect the sieving equipment quarterly and perform maintenance to minimize wear and ensure compliance with specified mesh sizes.

5.0 Production of RDF

The Concessionaire can choose processes to convert Municipal Solid Waste into Refuse-Derived Fuel (RDF), ensuring the RDF is suitable for use as fuel. Quality parameters for the RDF will be documented in the O&M Manual. The produced RDF may be sold or used for steam generation, complying with MNRE and GOI guidelines for renewable energy without fossil fuels.

6.0 Mandatory Facilities

6.1 During the Active Operations Period and until the handover of the Waste Processing Facilities, the Concessionaire shall, unless suitably modify with consent of IMC or the Project Engineer and duly document the O&M Plan and/or O&M Manual, operate and maintain the Waste Processing Facilities as detailed in the manual. The Manual shall cover the various operational aspects which could be exhaustive but including the following:

- (a) Green Belt Fencing


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- (b) Internal Roads
- (c) Lighting and other electrical works
- (d) Weigh Bridge
- (e) Waste Receipt
- (f) Waste Inspection
- (g) Waste Weighing
- (h) Waste Acceptance Criteria
- (i) Waste Unloading
- (j) MSW Processing Machinery (for Compost plant /RDF plant and or power plant)
- (k) Window Platform
- (l) Storm Water Drainage System
- (m) Leachate Collection
- (n) Water Supply System

7.0 Routine Maintenance Standards

- (a) Routine maintenance of the Project Facilities will include:
- (b) Prompt repairs of key infrastructure (weigh-bridge, drainage systems, electrical items, etc.).
- (c) Replacement of equipment and horticultural maintenance.
- (d) Maintaining stormwater and leachate drainage systems.
- (e) Keeping the facilities clean and orderly, preventing damage and unauthorized access.
- (f) Following the O&M Plan and Manual for maintenance tasks.
- (g) Ensuring safety for all personnel and materials on-site, including proper handling of explosives per regulations.
- (h) Establishing maintenance criteria in consultation with the Project Engineer to meet international standards and good practices.
- (i) Regular preventive maintenance to comply with construction specifications.

8.0 Emergency Maintenance

The Emergency Response Protocol (ERP) will be created by the Concessionaire in accordance with the Factories Act and included in the O&M Manual. The ERP will


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outline procedures for responding to emergencies, such as vehicle accidents and force majeure events. Key measures include:

- (a) Immediate inspection of the affected area.
- (b) Prompt repair works to ensure safety before reopening Project Facilities.
- (c) Maintaining adequate staff, equipment, and medical assistance for emergency responses during active operations.

8.3 In case of an Emergency, the Concessionaire shall

- (a) carry out such emergency maintenance and repairs as may be required to repair the damages and, where required, under the supervision of the police, in order to ensure that the Project Facilities are returned to normal operating standards as quickly as possible.
- (b) take all necessary measures to minimize pollution in accordance with the procedures specified in the O&M Plan/Environmental Management Plan.


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SCHEDULE-3

SCOPE OF PROJECT ENGINEER (PE)

1.0 Role of the Project Engineer

The Project Engineer ("PE") is expected to play a positive, proactive & unbiased role in discharging its functions, thereby facilitating the smooth implementation and operation of the Project Facilities. Broadly, the role of the Project Engineer or his authorized representative is to:

- (a) review, monitor and where required by the Agreement, to supervise & approve activities associated with the Design, Construction, Operation and Maintenance of the Project Facilities to ensure compliance by the Concessionaire with the Construction and O&M Requirements.
- (b) report to IMC on the various physical, technical and financial aspects of the Project based on inspections, site visits and Tests;
- (c) review matters related to safety and Environment Management Measures adopted by the Concessionaire for the Project.
- (d) The Engineer may take the services of a third-party Engineer/firm for providing the services as envisaged hereunder and the mechanism therefore, may be mutually agreed upon by Parties.

2.0 Scope of Services

The services to be provided by the Project Engineer are listed below. In addition, the scope of services would also include such other functions as are required to be undertaken pursuant to specific provisions of the Agreement.

2.1 Implementation Period

- (a) Ensure that all implementation work fully complies with all Applicable Laws and, in particular, MSW Rules governing the requirements of Municipal Solid Waste disposal.
- (b) Review all the drawings submitted by the Concessionaire and ensure conformity of the same with the Construction Requirements.
- (c) Review of the following submitted by the Concessionaire:


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- (i) Quality Assurance Plan;
- (ii) Implementation Plan;
- (iii) O&M Plan — Implementation Period.

2.2 Implementation Period - Construction Inspection and General Services

2.2.1 The Project Engineer would monitor, in accordance with Good Industry Practice, the progress in the implementation of the Construction of Transfer stations and transportation of waste, Waste Processing Facility, and the Landfill Facility, and ensure compliance with the Construction Requirements. For this purpose, the Project Engineer shall undertake, inter alia, the following activities and, where appropriate, make suitable suggestions:

- (a) Provide administration of the contract in full and in complete accordance with applicable laws;
- (b) Act on the IMC's behalf as the IMC's representative regarding all contact with the Concessionaire unless expressly indicated otherwise;
- (c) Review and approve test results and materials and/or equipment used in the Construction Works;
- (d) Interpret the requirements of the contract and make decisions regarding the performance of the Concessionaire. The PE shall inform and advise the IMC, in a timely manner, on all matters relating to the execution, progress, and completeness of the Construction Works;
- (e) Reject work which fails to comply with the specifications and requirements of the Agreement. Whenever considered necessary or advisable to ensure correction of defective work, the PE may require inspection or testing of such work, whether or not such work be then fabricated, installed, or completed;
- (f) Review drawings, samples, and other submissions of the Concessionaire to determine compliance and conformance with the requirements of the Agreement;


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(g) Provide the services of experts to check the quality of materials and the workmanship during the installation/construction of the Waste Processing Facility, including the following:

- (i) weigh bridge at the Project Facility entry gate;
- (ii) drainage system;
- (iii) leachate collection and treatment system;
- (iv) water supply system;
- (v) sieving mechanism for the Residual Inert Matter;
- (vi) electrical systems.

(h) Address issues relating to specific site conditions, modifications/ amendments, or Concessionaire disputes.

2.2.2 The PE or his authorized representative shall attend regular meetings with the IMC to be held in regular intervals feasible, during the Implementation Period to report on the progress and quality of work performed by the Concessionaire and to discuss problems or other pertinent matters relating to the work. The PE shall take notes at the meetings and provide a copy of the minutes to each person who attended the meeting.

2.3 Active Operations Period

2.3.1 During this period, the Project Engineer would monitor, in accordance with Good Industry Practice, the operations and maintenance activities undertaken by the Concessionaire so as to ensure compliance with the O&M Requirements. The specific activities to be undertaken would include the following:

- a) Provide administration of the contract in full and in complete accordance with applicable laws;
- b) Act on the IMC's behalf as the IMC's representative regarding all contact with the Concessionaire unless expressly indicated otherwise;
- c) Interpret the requirements of the contract and make decisions regarding the performance of the Concessionaire. The PE shall inform and advise the IMC, in a timely manner, on all matters relating to the execution, progress, and completeness of works;


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the Active Operations Period, the PE shall:

- (a) monitor and certify compliance with the hand back Requirements;
- (b) issue a Certificate of Compliance with hand back Requirements to the Concessionaire;
- (c) assist in the preparation of the Post Closure Maintenance Plan.

2.5 Post Closure Period

- 2.5.1 During the Post Closure Period, the PE shall monitor and certify compliance with the Post Closure Maintenance Plan.
- 2.5.2 Arrange meetings between IMC and the Concessionaire, to be held at intervals as mutually decided upon by the Parties, to discuss problems or other pertinent matters relating to the Project.

2.6 Meetings, Records and Reporting

- 2.6.1 The Project Engineer shall, in the ordinary course, maintain a record of the activities undertaken by it in discharge of its functions and responsibilities. This would include records in respect of the following:
 - (a) Manpower deployed and other organizational arrangements of the Project Engineer;
 - (b) Reviews of documents submitted to it by the Concessionaire to meet Construction Requirements and O&M Requirements, such as manuals, drawings, as-built drawings, schedules, plans, and reports;
 - (c) Review of compliance with Construction Requirements and O&M Requirements
 - (d) Change in Law
 - (e) Force Majeure Events
 - (f) Breaches and defaults by the Parties
- 2.6.2 The Project Engineer would be required to submit the following reports to IMC during the Concession Period:
 - (a) Implementation Period
 - (i) Progress Report;
 - (ii) Readiness Certificate (including Provisional Readiness Certificate);
 - (iii) Any supplemental or special report that may be considered necessary by the Project Engineer (including Force Majeure and breach of obligations).
 - (b) Active Operations Period
 - (i) Monthly Project Report;


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- (ii) Any supplemental or special report that may be considered necessary by the Project Engineer (including Force Majeure and breach of obligations);
 - (iii) Annual Review of O&M Manual.
- (c) Report on Handover Requirements
- Any other report as may be reasonably required by IMC or as may be necessary to give effect to the provisions of the Agreement.


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Itanagar Municipal Corporation
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BETWEEN

Itanagar Municipal Corporation, a Municipal Corporation established under the Department of Urban Affairs, Government of Arunachal Pradesh and having its office at Itanagar Kime Pakka, Opposite Energy Park, Pin-791111, Arunachal Pradesh, India acting through its Commissioner (hereinafter referred to as "the **Lessor**" which expression shall wherein the context or subject implies include its successors) of the ONE PART;

AND

M/s 7 Hills Nexgram a firm formed and registered under Indian Partnership Act 1932 having its registered office at 7th Floor, Amarasri, 455, Anna Salai, Teynampet, Chennai 600018, India, and having its Corporate Office at 6th Floor, Aditya Tower, G.S.Road, Guwahati 781006, India (hereinafter referred to as "**Lessee**", which expression shall unless repugnant to the context or meaning thereof, mean and include its associate/group companies, successors and assigns) of the OTHER PART;

WHEREAS

- A. The Itanagar Municipal Corporation is desirous of improving its Municipal Solid waste management and disposal capabilities in order to enable the due discharge of its functions under the MSW rules 2000 and for that purpose has approved the establishment of an Scientific Disposal of Municipal Solid Waste Management project by the Lessee at Itanagar ("Project") and has entered into a Concession Agreement dated 17.01.2025 with M/s 7 Hills Nexgram, the Concessionaire ("Concession Agreement"), on the same date as this lease Agreement, under which it has authorized the Lessee to implement the Project.
- B. The Itanagar Municipal Corporation in order to enable the due implementation of the Project and to discharge its obligations under the Concession Agreement), by way of this lease agreement ("this Agreement"), the Demised Premises (more particularly detailed in Schedule 1 of the Concession Agreement) for the purposes of implementing the Project and constructing, operating and maintaining the integrated waste processing plant on the Demised Premises, on the terms and conditions and subject to the covenants anti stipulations hereinafter contained.

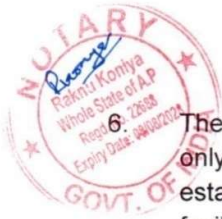
NOW THIS INDENTURE OF LEASE WITNESSETH AS FOLLOWS:

1. This Agreement shall be co-terminus with the Concession Agreement and is to be read, for any interpretation, together with the provisions of the Concession Agreement.

For Lessor

Co-Signature
 Itanagar Municipal Corporation
 Itanagar

For Lessee
 Signature



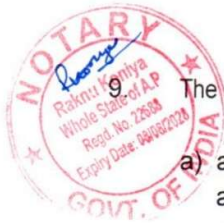
6. The Demised Premises are being vested with the Lessee, under this Agreement only for the purpose of the Project including for the purposes of developing, establishing, designing, constructing, operating and maintaining the Project facilities, which the Lessor is desirous of being constructed, operated and maintained on the Demised Premises for the purposes of enabling the processing the Municipal Waste in accordance with the Concession Agreement. The Lessor hereby authorizes and consents to the receipt of consignments of Municipal Waste, the storage and processing of Municipal Waste and Residual Inert Matter as well as to the receipt and storage of any waste (including Excluded Waste and Rejected Waste) that may have been received by the Lessee in any consignment of Municipal Waste.
7. The Lessor hereby authorizes the Lessee, to construct, erect, own, operate and maintain any superstructure, facility or any movable or immovable structures constituting the Plant (including each of the Project Facilities) on the Demised Premises and for that purpose also remove, renovate, use or demolish any structures that may be existing on the Demised Premises as of the date of this Agreement. The Lessor hereby agrees and acknowledges that it shall not own or leave any rights to any superstructure, facility or any moveable or immovable structures constituting the Plant that are constructed or erected or placed on the Demised Premises and further that the same shall be owned by the Lessee. The Lessor hereby agrees that the construction, operation and maintenance of the Plant at the Demised Premises and the receipt, storage and processing; of Municipal Waste at the Demised Premises is being undertaken pursuant to the Concession Agreement granted by it and for the purposes of enabling the Lessor to discharge its functions of managing, processing and disposing Municipal Waste.
8. The Lessor hereby authorizes the Lessee to create any Encumbrance over the Plant constructed on the Demised Premises (excepting the land) and this Agreement in favor of the Lenders for enabling financing of the construction, operation and maintenance of the Project. The Lessor agrees that it shall enter into such agreement as may be required by the Lenders to enable financing of the Project and creation of the Encumbrance required by the Lenders. Without prejudice to the terms of this Agreement, the Lessor shall be governed the terms of any agreement that the Lender's may have entered into with the Lessor in respect of the Encumbrance over the Project Facilities (other than the land constituting the Site which shall not be mortgaged), any assets of the Project and this Agreement, created in favor of the Lenders.

For Lessor


 Signature
 Itanagar Municipal Corporation
 Itanagar


 For Lessee
 Signature





The Lessor hereby covenants and assures the Lessee that:

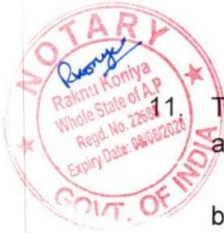
- a) all the land comprising the Site is of Non-agricultural status and is permitted and duly authorized and earmarked for purposes of establishment, construction, operation and maintenance of the Plant and the Project Facilities, and that it shall obtain any additional Applicable Approvals that may be required for the development, construction, operation and maintenance of the Project Facilities;
- b) the Site is free from any encroachment or encumbrances whatsoever and is not subject to any acquisition or other legal proceedings by any authority, body or government nor is any claim of any third party subsisting in respect thereof or relating thereto;
- c) Lessor is the owner of the lands constituting the Demised Premises and it shall, in that capacity, defend or satisfy all actions or claims against the use of the Demised Premises for the Project;
- d) it shall not demand or in any manner claim or seek to recover the rent prior to the COD or increase the rent due and payable by the Lessee under the provisions of this Agreement;
- e) it shall not interfere with or impede in any manner or otherwise limit, restrict or impose any conditions or restrictions on the complete, free and full enjoyment and use of the Demised Premises and all rights in relation thereto, including the creation of security interest in favor of the Lenders in accordance with the provisions of the Concession Agreement;
- f) it shall not interfere in or impede in any manner or otherwise limit, restrict or impose conditions in relation: (i) to the construction, operation and maintenance of the Plant; (ii) the implementation of the Project by the Lessee and (iii) the possession, control and use, by the Lessee of the Demised Premises and the Plant;
- g) It shall enter into appropriate further documentation or additional writings as the Lessee or the Lenders may reasonably require to give effect to the provisions of this Agreement and the Financing Agreements;
- h) there is no litigation, claim, demand or any proceedings (whether administrative, legal or quasi-judicial) pending before any authority in respect of the Demised Premises or its use for the purposes of managing, processing and disposing MSW; and
- i) the Lessee shall have completed, lawful and uninterrupted, possession, control and use of the Demised Premises.
- j) the Lessor shall pay the property tax existing or to be increased from time to time, as levied by the by the government or any local authority in respect to the said Demised Premises till the validity of the Concession Agreement. Any other levies by the government or any local authority on the said Demised Premises will also be borne by the Lessor till the validity of the Concession Agreement.

For Lessor


 Corporation
 Manager
 Managar Municipal Corporation
 Managar

For Lessee


 Hills Nexgen
 Chennai
 Signature



The Lessee hereby covenants with the Lessor as follows:

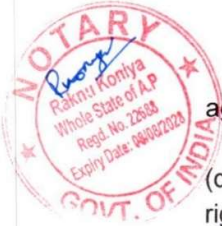
- a) That it shall implement the Project in accordance with the Concession Agreement; and
 - b) that it shall observe and perform all terms, covenants, conditions and stipulations of this Agreement.
12. Lessor has lawful title, possession and control of all the lands constituting the Site and has the requisite right and authority to lease the same to Lessee for the Term for the purposes of the Project on the terms and conditions of this Agreement and further that Lessee shall have full, free and uninterrupted peaceful Vacant Possession, enjoyment/ occupation and use of the Demised Premises throughout the Term, without any obstruction interference or disturbance or claim whatsoever from the Lessor or from any person claiming through under or in trust for Lessor or from any third person whomsoever. Lessor shall keep Lessee fully indemnified and harmless against any claims or demands from any Person claiming right, title or interest to or in the Demised Premises or any part thereof or challenging the validity of the usage of the Demised Premises for the Project or challenging the validity of this Agreement, as also against any actions, proceedings, damages, losses and expenses caused to Lessee as a result or in consequence of any such claims or demands as aforesaid.
- 13 (a) Subject to Sub-Clause (b) and (c) below, no assignment of this Agreement or any rights or duties hereunder shall be made in whole or in part by any Party without the written consent of the other Party and in the event of any assignment the assignee shall assume the duties and liabilities of the assignor.
- (b) It is hereby specifically agreed that the Lessee shall, in the event of forming a limited company either as subsidiary company or jointly along with any other company or otherwise, be at Liberty to assign and transfer the Plant, the Demised Premises and this Agreement or the rights and benefits hereof or duties hereunder to such newly formed Limited company or in favor of such subsidiary company of the Lessee or any of its holding company for the time being. The Lessee, shall, however, in such event obtain formal consent from the Lessor, which consent shall not be withheld by Lessor. Any assignment by the Lessee shall be subject to the condition that the assignee shall assume the duties and liabilities of the Lessee.
- (c) The Lessor hereby agrees that the Lessee shall not require any prior approval of the Lessor for creating any Encumbrance, right, title, or interest over the Demised Premises (excepting land) and the Project Facilities and the other assets of the Project (under its possession as per clause 10.1 of the concession

For Lessor


 Commissioner
 Tanagar Municipal Corporation
 Tanagar

For Lessee


 Signature
 Chennai



agreement), in favor of the Lenders.

(d) The Lessor confirms that the Financing Documents may include suitable rights in favor of the lenders for taking over the Project Facilities (under its possession as per clause 10.1 of the concession agreement), in enforcement of their security upon the happening of an event of default there under/the Concession Agreement on the part of the Lessee.

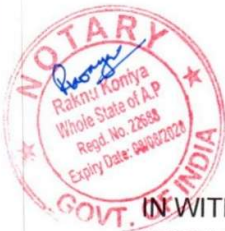
14. The Lessor hereby assures and represents to the Lessee that the vesting of the Demised Premises under this Agreement shall be Irrevocable for as long as the Concession Agreement remains in force and the Lessor shall not terminate or seek to terminate this Agreement except upon the expiry or early termination of the Concession Agreement. The Parties hereby agree that on the expiry or termination of the Concession Agreement, the Demised Premises shall be handed back to the Lessor in accordance with the provisions of the Concession Agreement and that this Agreement shall terminate only on the handing over of the Plant and the Site to the Lessor in accordance with the terms of the Concession Agreement.
15. If the Lessor seeks revocation before the expiry of this Lease agreement, the Lessee will be entitled to recover the Liquidated Damages caused due to such revocation, unless covered under Force Majeure conditions. Such revocation allows the Lessee to claim liquidated damages computed @ 45% of the average annual revenue of the last three years multiplied by remaining years of the Lease Agreement.
16. Any disputes and/or differences arising between the Parties, in relation to or under this Agreement will be resolved through arbitration in accordance with Clause 11 of the Concession Agreement as per provisions of the Arbitration and Conciliation Act, 1996. The governing law of the arbitration shall be Indian law.
17. The Lessor hereby recognizes that this is a commercial act being undertaken by the Lessor and that it hereby unconditionally and irrevocably waives any right of immunity, sovereign or otherwise from legal proceedings that may be initiated to enforce any provisions of this Agreement.
18. This Agreement shall be executed in duplicate. Each signed copy will be an original, but all of them together represent the same agreement.

For Lessor


 Commissioner
 Itanagar Municipal Corporation
 Itanagar


 For Lessee
 Signature





IN WITNESS WHEREOF THE PARTIES HAVE AFFIXED THEREIN AND SEALED TO THIS LEASE AGREEMENT THE DAY AND YEAR FIRST HEREINABOVE WRITTEN:

[Signature]
Commissioner
Itanagar Municipal Corporation
Itanagar
SIGNED, SEALED AND DELIVERED
IN THE NAME AND ON BEHALF OF
THE LESSOR THROUGH

[Signature]
7 Hills Nexgram
Pin 600018
Chennai
SIGNED, SEALED AND DELIVERED
BY LESSEE THOROUGH ITS AUTHO-
RIZED SIGNATORY

WITNESS:

- [Signature]*
LINYOM NYODU
PA to Commissioner
Itanagar Municipal Corporation
Chimpu, Itanagar - 791113
- [Signature]*
LHAM TASHI
Assistant labour officer
Itanagar Municipal Corporation
Chimpu, Itanagar - 791113

- [Signature]*
Bipul ch. Sarkar, CAO
6th floor, Aditya Tower
G.S. Road, Guwahati - 781006
- [Signature]*
Mridul Haloi, Sr. Executive
6th floor, Aditya Tower
G.S. Rd., Guwahati - 781006

[Signature]
For Lessor
Commissioner
Itanagar Municipal Corporation
Itanagar
Signature

Executed before me on
17 JAN 2025
[Signature]
Notary, Govt. of India
Whole State of Arunachal Pradesh

[Signature]
17/01/2025
Raknu Koniya
NOTARY
Govt. of India, Regd. No. 22658
Whole State of Arunachal Pradesh
Itanagar / Nishadagan
Mob. No. 8974809233

For Lessee
[Signature]
7 Hills Nexgram
Pin 600018
Chennai
Signature

Schedule - 5

APPLICABLE APPROVALS

List of Approvals / Clearances

SL. No.	Approval / Clearance	Application to be filed by	Responsibility to obtain clearance
1.	Prior environmental clearance from Ministry of Environment & Forests	IMC	Concessionaire
2.	Site Authorization under MSW Rules, 2000 from Arunachal Pradesh State Pollution Control Board (APSPCB)	IMC	IMC
3.	Watch Tower & Roof Structure Height Clearance from Airport Authority of India, if required.	IMC	Concessionaire
4.	Consent to establish under the Arunachal Pradesh Water (Prevention and control of Pollution) Rules, 2000 from APSPCB	IMC	Concessionaire
5.	State urban development department / authority	IMC	IMC
6.	Clearance from the Water Resource Department	IMC	Concessionaire
7.	Clearance from the Fire Service Department	IMC	Concessionaire
8.	Tie-up for marketing of products produced from the facility, which may be Refused Derived Fuel.	Concessionaire	Concessionaire
9.	Tie-up for marketing of products produced from the facility, which may be inert/compost/manure etc.	IMC	IMC
10.	Consent to operate under the Arunachal Pradesh Water (Prevention and control of Pollution) Rules, 2000 from APSPCB	Concessionaire	Concessionaire


 Commissioner
 Itanagar Municipal Corporation
 Itanagar



Annexure-II

Solid Waste Generated by all Census Towns for the month of Dec' 2024

Sl.No	Name of Towns/ULBs	Solid Waste Generation (TPD)
1	Aalo	8.2
2	Anini	1.13
3	Basar	5
4	Boleng	2
5	Bomdila	7
6	Changlang	6
7	Daporijo	8
8	Deomali	2.5
9	Dirang	3
10	Hawai	3.1
11	Itanagar (IMC)	87
12	Naharlagun(IMC)	
13	Jairampur	4.2
14	Khonsa	5
15	Koloriang	4
16	Longding	3.33
17	Miao	3
18	Namsai	7.6
19	Pasighat	14
20	Rupa	1
21	Roing	6
22	Sagalee	0.99
23	Seppa	7.23
24	Tawang	9
25	Tezu	5
26	Yingkiong	4.1
27	Ziro	10
	Total =	217.38

Annexure-III

Solid waste treatment/processing

Sl.No	Name of Towns/ULBs	Solid Waste Processed (TPD)
1	Aalo	1.5
2	Anini	0.04
3	Basar	1.5
4	Boleng	0
5	Bomdila	3
6	Changlang	0.06
7	Daporijo	4.5
8	Deomali	0.5
9	Dirang	0.13
10	Hawai	1.2
11	Itanagar	16
12	Naharlagun	
13	Jairampur	0.15
14	Khonsa	1.25
15	Koloriang	0.13
16	Longding	1.3
17	Miao	0.28
18	Namsai	3.48
19	Pasighat	7
20	Rupa	0.3
21	Roing	1
22	Sagalee	0.05
23	Seppa	1.2
24	Tawang	1.08
25	Tezu	0.21
26	Yingkiong	0.8
27	Ziro	8
	Total =	54.66

Annexure-IV (A)

Status of Material Recovery Facilities (MRFs)						
Sl.No	Name of Towns	Capacity (TPD)	Physical progress (%)	Timeline for completion	Status of MRFs	Remarks
1	Anini	2	100	Completed	Not functional	
2	Basar	2	100	Completed	Functional	
3	Daporijo	5	100	Completed	Functional	
4	Longding	2	100	Completed	Functional	
5	Ziro	5	100	Completed	Functional	
6	Namsai	5	100	Completed	Functional	
7	Pangin	2	100	Completed	Functional	
8	Tezu	5	100	Completed	Functional	
9	Seppa	5	100	Completed	Functional	
10	Hawai	2	100	Completed	Functional	
11	Koloriang	2	100	Completed	Not functional	
12	Khonsa	5	100	Completed	Functional	
13	Aalo	5	100	Completed	Functional	
14	Bomdila	5	55	Mar-25	Sanctioned March'2024	
15	Sagalee	2	85	Mar-25	do	
16	Miao	5	90	Mar-25	do	
17	Deomali	2	60	Mar-25	do	
18	Tawang	5	5	Mar-26	Sanctioned 2025	
19	Roing	5	10	Mar-26	do	
20	Dirang	5	20	Mar-26	do	
21	Yingkiong	5	5	Mar-26	do	
22	Changlang	5	5	Mar-26	do	
23	Doimukh	2	15	Mar-26	do	
24	Ruksin	2	20	Mar-26	do	
25	Jairampur	5			Yet to be sanctioned	Proposed under Ring-Fenced A/c
26	Rupa	5			do	
27	Boleng	5			do	

Annexure-IV (B)

Processing Machineries/equipments & waste collection/transportation vehicle details

Sl. No.	Name of ULB	List of Machine/equipments	Capacity (in MT)	Quantity	Sl. No.	Name of ULB	List of Machine/equipments	Capacity (in MT)	Quantity		
1	Koloriang	Hydraulic Bailing Machine	5	1	6	Longding	Hydraulic Bailing Machine	5	1		
		Twin Shaft Shredder	5	1			Twin Shaft Shredder	5	1		
		PET Bottle Grinder	5	1			PET Bottle Grinder	5	1		
		2	Tezu	Dusting Machine	5	1	7	Anini	Hydraulic Bailing Machine	5	1
				Twin Shaft Shredder (Wet)	5	1			Twin Shaft Shredder	5	1
				Sieving trommel (Wet)	5	1			PET Bottle Grinder	5	1
				Automatic Compost Machine (Wet)	5	1	Dusting Machine	5	1		
3	Khonsa	PET Bottle Grinder	5	1	8	Basar	PET Bottle Grinder	5	1		
		Conveyor	5	1	9	Namsai	PET Bottle Grinder	5	1		
		Sorting Conveyor	5	1	10	Aalo	Hydraulic Bailing Machine	5	1		
		Double Screen Trommel	5	1			Twin Shaft Shredder	5	1		
Hydraulic Bailing Machine	5	1	PET Bottle Grinder	5			1				
Twin Shaft Shredder	5	1	Dusting Machine	5			1				
PET Bottle Grinder	5	1	Conveyor	5			1				
4	Daporijo	Dusting Machine	5	1	Sorting Conveyor	5	1				
		Twin Shaft Shredder	5	1	Double Screen Trommel	5	1				
5	Ziro	Hydraulic Bailing Machine	5	1	11	Seppa	PET Bottle Grinder	5	1		
		Twin Shaft Shredder	5	1	12	Hawai	PET Bottle Grinder	5	1		
		PET Bottle Grinder	5	1	13	Pangin	PET Bottle Grinder	5	1		
		Conveyor	5	1							
		Sorting Conveyor	5	1							
		Double Screen Trommel	5	1							
		Twin Shaft Shredder (Wet)	5	1							
		Sieving trommel (Wet)	5	1							
		Automatic Compost Machine (Wet)	5	1							

- New Holland Tractor: Model-5510 Excel, 2WD with Bull Max Loader & Grabber Bucket of 1.30 Cum. (10 Nos.)
- Ashok Leyland Truck: 1015TE 5 Cum Tipper BS-VI Truck (18 Nos.)
- 18 Nos of Ashok Leyland Bada Dost i4 Sanitation Vehicles procured under Swachh Bharat Kosh (SBM 2.0)



Vehicles



Equipments

File No. UDH-12011(11)/143/2024-CEC-DEPTT. OF UD&H/
 GOVERNMENT OF ARUNACHAL PRADESH
 OFFICE OF THE CHIEF ENGINEER
 DEPARTMENT OF URBAN DEVELOPMENT & HOUSING
 MOWB-II, ITANAGAR::791111
 Email::ceud-arn@nic.in::Ph-0360-22144413/2217002 (Fax)

Dated Itanagar, the Dec., 2024

To,
Popu Automobiles,
 Authorised Dealer: Ashok Leyland
 Nirjuli, Near Power House
 Dist. Papumpare, Arunachal Pradesh-791109.

Sub.: Supply Order.

Sir,

Please arrange to supply the following vehicles as per specification given below to the Office of Chief Engineer, Department of UD& Housing, Itanagar as per the rate quoted by your firm vide quotation No. PA/24-25/116 dated 27th August, 2024 and below mentioned terms & conditions.

Sl. No.	Specification of Vehicle	Quantity	Unit Price
1	AL 1015TE 5Cum Tipper-BS VI	18 Nos.	As per Quotation

Terms & Conditions:-

1. The bills may be submitted in triplicate for Pass & Payment.
2. The vehicle(s) must be delivered within 30(thirty) days from the date of the Supply Order.
3. The vehicle(s) must cover under warranty against manufacturing/transportation defect.
4. Providing of Service Support 24x7 on deputation basis @Rs.35.00/KM (Inclusive of fooding & lodging).

Yours sincerely,

Digitally signed by
 Taping Danga
 Chief Engineer
 Date: 21-12-2024 18:35:45

Memo No. UDH-12011(11)/143/2024-CEC-DEPTT. OF UD&H/

Dated Itanagar the ... Dec., 2024.

Copy to: -

1. The Commissioner (UD), Govt. of Arunachal Pradesh, Itanagar for information.
2. The Sr. Finance & Accounts Officer, O/o CE [UD&H], GoAP, Itanagar for information.
3. The Executive Engineer [UD& Housing], Itanagar Division, Itanagar for information and necessary action.
4. The Officer-in-Charge, MV Branch, O/o CE [UD&H], GoAP, Itanagar for information.
5. Office copy.
6. Guard file.

Chief Engineer

**OFFICE OF THE CHIEF ENGINEER
DEPARTMENT OF URBAN DEVELOPMENT & HOUSING
MOWB-II, ITANAGAR::791111
Email::ceud-arn@nic.in::Ph-0360-22144413/2217002 (Fax)**

Dated Itanagar, the ^{24th} Jan., 2025

To,
M/s RTM Earthmovers,
Authorized Dealer for CNH Industrial (India) Pvt. Ltd.
Besides NH 415- Papu Nallah, Near Papu Hill Police Station
Naharlagun, Dist. Papumpare, Arunachal Pradesh - 791 110.

Sub.: Supply Order.

Sir(s),

Please arrange to supply the following vehicles as per specification given below to the Office of Chief Engineer, Department of UD& Housing, Itanagar as per the rate quoted by your firm vide quotation No. RTM/NH/QT/2024/2411 dated 23rd August, 2024 and below mentioned terms & conditions.

Sl. No.	Specification of Vehicle	Quantity	Unit Price
1	New Holland Tractor Model 5510 Excel, 2WD (Power Steering + Double Clutch + Inline + 12 x 12 + TT Pipe + Tyre Size – Front 7.5X16 Rear-16.9X28 + 2000Kg HYD+FFA+RW with standard tools kits, Hitch with unconditional Transferable Warranty with Engine, Gearbox, Hyd for 6 Years or 6000 Hours)	10 Nos.	As per Quotation
2	Bull Max Loader with Grabber Bucket (Pin Height = 12 Feet, Dump Height =14 Feet, Volume = 1.30 Cum. With Grabber)	10 Nos.	-do-

Terms & Conditions:-

1. The bills may be submitted in triplicate for Pass & Payment.
2. The vehicle(s) must be delivered within 30(thirty) days from the date of the Supply Order.
3. The vehicle(s) must cover under warranty against manufacturing/transportation defect.
4. Providing of Service Support 24x7.

Yours sincerely,

Digitally signed by
Tariq ~~Chief Engineer~~

Date: 22-01-2025 21:52:04

Memo No. UDH-12011(11)/143/2024-CEC-DEPTT. OF UD&H/

Dated Itanagar the ^{24th} Jan., 2025.

Copy to: -

1. The Commissioner (UD), Govt. of Arunachal Pradesh, Itanagar for information.
2. The Sr. Finance & Accounts Officer, O/o CE [UD&H], GoAP, Itanagar for information.
3. The Executive Engineer [UD& Housing], Itanagar Division, Itanagar for information and necessary action.
4. The Officer-in-Charge, MV Branch, O/o CE [UD&H], GoAP, Itanagar for information.
5. Office copy.
6. Guard file.

Chief Engineer

Photographs of on-going/operational MRFs in other towns



Namsai



Ziro



Khonsa



Longding



Basar



Hawaii



Tezu



DAPORIJO



PANGIN

Segregation & Processing of Solid Waste

Annexure-V



IEC & Cleanliness Drive



Monthly Report on Sewage Waste Management by all Census Towns for the month of Dec' 2024			
Sl.No	Name of Towns/ULBs	Quantity of Sewage generated (MLD)	Sewage treated (MLD)
1	Aalo	4.8	0
2	Anini	0.36	0
3	Basar	0.62	0
4	Boleng	0	0
5	Bomdila	2	0
6	Changlang	1.2	0
7	Daporijo	1.3	0
8	Deomali	0.54	0
9	Dirang	0.41	0
10	Hawai	0.65	0
11	Itanagar	14.4	0
12	Naharlagun		0.16
13	Jairampur	0.61	0
14	Khonsa	1.84	0
15	Koloriang	1.28	0
16	Longding	0.24	0
17	Miao	0.45	0
18	Namsai	2.4	0.017
19	Pasighat	1.2	0
20	Rupa	0.41	0
21	Roing	1.68	0
22	Sagalee	0.72	0
23	Seppa	3.66	0
24	Tawang	1.28	0
25	Tezu	1.38	0
26	Yingkiong	2.1	0
27	Ziro	2.1	0
	Total =	47.63	0.177

Assessment of Sewage Generation & Used Water Treatment Proposals



Sl. No	Name of ULB	Population				Existing STPs	Existing FSTPs	STP Capacity Required in MLD			
		2011 (Census)	2025 (As per CWBP)	2040 (Proj.-Int)	2055 (Proj.-Ult)			2025	Design Capacity (As per SBM Guidelines -70% of 2025)	2040	2055
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
1	Aalo	20684	26807	36079	48557	0	0	2.90	2.03	3.90	5.24
2	Anini	2384	3090	4159	5597	0	0	0.33	0.23	0.45	0.60
3	Basar	4284	5552	7472	10057	0	0	0.60	0.42	0.81	1.09
4	Boleng	2979	3861	5196	6994	0	0	0.42	0.29	0.56	0.76
5	Bomdila	8370	10848	14600	19650	0	0	1.17	0.82	1.58	2.12
6	Changlang	6236	8082	10877	14639	0	0	0.87	0.61	1.17	1.58
7	Daparijo	13405	17373	23382	31469	0	0	1.88	1.31	2.53	3.40
8	Deomali	6648	8616	11596	15607	0	0	0.93	0.65	1.25	1.69
9	Dirang	3750	4860	6541	8803	0	0	0.52	0.37	0.71	0.95
10	Dumparijo	2797	3978	5354	7205	0	0	0.43	0.30	0.58	0.78
11	Hawai	982	1272	1712	2304	0	0	0.14	0.10	0.18	0.25
12	Jairampur	7151	10169	13687	18421	0	0	1.10	0.77	1.48	1.99
13	Khonsa	9208	36480	49097	66078	0	0	3.94	2.76	5.30	7.14
14	Koloriang	2345	19080	25679	34561	0	0	2.06	1.44	2.77	3.73
15	Longding	4234	5487	7385	9939	0	0	0.59	0.41	0.80	1.07
16	Mariyang	1358	1931	2599	3498	0	0	0.21	0.15	0.28	0.38
17	Miao	5841	7570	10188	13712	0	0	0.82	0.57	1.10	1.48
18	Namsai	14246	18463	24849	33443	0	1	1.99	1.40	2.68	3.61
19	Palin	9896	14073	18940	25491	0	0	1.52	1.06	2.05	2.75
20	Pasighat	25656	31954	43006	57880	1	0	3.45	2.42	4.64	6.25
21	Roing	11389	14760	19865	26736	0	1	1.59	1.12	2.15	2.89
22	Sagalee	1315	1704	2293	3087	0	0	0.18	0.13	0.25	0.33
23	Seppa	18350	23782	32007	43078	0	0	2.57	1.80	3.46	4.65
24	Tawang	11202	14517	19538	26296	1	0	1.57	1.10	2.11	2.84
25	Tezu	18184	23567	31718	42688	0	1	2.55	1.78	3.43	4.61
26	Yingkiong	6540	8476	11408	15353	0	0	0.92	0.64	1.23	1.66
27	Ziro	12806	16596	22336	30061	0	0	1.79	1.25	2.41	3.25
Total		232240	342948	461563	621204	2	3	37.04	25.93	49.85	67.09

Note: For 14 ULBs STPs Proposed

For 2 ULB STP already Existing/ Under Construction

For 11 ULBs FSTPs Proposed

For NCFE Infrastructure India Pvt Limited

On-going projects under Sewage/ Septage Management

Sl. No.	Name of Project	Capacity	Functional Capacity	Physical Progress %		Remarks
				June'2024	Dec' 2024	
1.	FSTP at Namsai, Chowkham, Tezu& Roing cluster	0.04 MLD	0.017	98	100	Operation started on 25.09.2024
2.	STP at Naharlagun	3 MLD	-	25	25	Revised timeline 31.03.2025 In pursuant to Govt. meeting minutes no. DULB-14041/1/2022/1350-53, dated 9 th Oct' 2024, directed to re-design the STP to FSTP (Survey and re-designing is under progress)
3.	STP at Pasighat	4 MLD	-	59	68	Timeline 31.03.2025
4.	Septage Treatment Plant (FSTP) at Chimpu	0.1 MLD	-	98	100	Operation started on 09.09.2024
5.	Johkasou STP in upstream of Yagamso River	0.2 MLD	0.16 MLD	100 (Functional)	100 (Functional)	Operation started on 01.01.2024
	Total	7.34 MLD	0.177 MLD			

File No. EE/UDH/NMS/PLG-180/2021-22/Vol-II/ 648 - 650
GOVERNMENT OF ARUNACHAL PRADESH
OFFICE OF THE EXECUTIVE ENGINEER
DEPARTMENT OF URBAN DEVELOPMENT & HOUSING
NAMSAI DIVISION::NAMSAI

Dated Namsai, the 26th Dec'2024.

To,

The Chief Engineer,
Govt. of Arunachal Pradesh,
Deptt. of UD & Housing,
Itanagar (A.P).

Sub:- Regarding FSTP at Namsai, Chowkham, Tezu & Roing cluster.

Ref:- Letter No. UDH-12011(20)/1/2023(Vol-I)/7671-75, dated Itanagar, the 23rd Dec'2024.

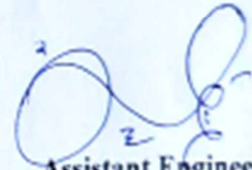
Sir,

While inviting reference to the above cited subject and your letter, enclosed please find herewith the status of project, "FSTP at Namsai, Chowkham, Tezu & Roing cluster."

This is for your kind information and further necessary action please.

Enclosed:- Status of Project.

Yours faithfully,



Assistant Engineer,
For Executive Engineer,
Deptt. of UD & Housing,
Namsai Division::Namsai.

Dated Namsai, the 26th Dec 2024.

Memo No. EE/UDH/NMS/PLG-180/2021-22/

Copy to:-

1. The Executive Engineer, UD & Housing, Namsai Division for kind information please.
2. Office Copy

Assistant Engineer,
For Executive Engineer,
Deptt. of UD & Housing,
Namsai Division::Namsai.

STATUS OF PROJECT

1.	Name of project	FSTP at Namsai, Chowkham, Tezu & Roing
2.	Location	Chowkham, Namsai.
3.	Capacity	0.04 MLD
4.	Functional Capacity	0.017 MLD
5.	Implementing Agency	UD & Housing Department
6.	Physical Progress	100 % Completed
7.	Operation started on	25/09/2024


Junior Engineer
Urban Development & Housing
Namsai Division



Assistant Engineer
Urban Development & Housing
Namsai Division


Executive Engineer
U D & Housing
Namsai Division
Namsai (A.P.)

STP at Mabira road, Alubari village, Chowkham circle, Namsai District



STP, Naharlagun & FSTP, Chimpu

	OFFICE OF THE EXECUTIVE ENGINEER ITANAGAR MUNICIPAL CORPORATION ITANAGAR	IMC
---	---	------------

FILE NO. IMC/ENV-07/2024-25/17212-18 Dated Itanagar, the 27th December 2024

To,

The Commissioner
Itanagar Municipal Corporation
Itanagar.

Sub: - Submission of Naharlagun STP & Chimpu FSTP Monthly Report as per annexure A provided.

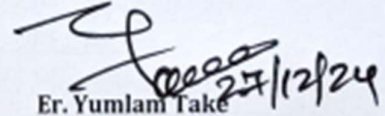
Sir,

Enclosed please find herewith, monthly Report in respect to STP Naharlagun, AMRUT Mission Project for the month of December 2024.

This is for your kind information and further necessary Action Please.

Enclosed: **As stated above.**

Yours Faithfully



Er. Yumlam Take
Executive Engineer

Itanagar Municipal Corporation
Itanagar.

Memo no. IMC/ENV-07/2024-25

Dated Itanagar the 27th December 2024

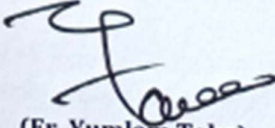
Copy to:-

1. The PA to Hon'ble Mayor, IMC, Itanagar for kind information please.
2. The PA to Hon'ble Dy. Mayor, IMC, Itanagar for kind information please.
3. The PA. to Director, ULB, GoAP, Itanagar for information please
4. The PA to Joint Comissioner, IMC, Itanagar for information
5. The Administrative Officer, IMC for information pleases.
6. Office Copy

~~Er. Yumlam Take~~
~~Executive Engineer~~
~~Itanagar Municipal Corporation~~
~~Itanagar.~~

Annexure-A

Name of the Project	Capacity	Functional Capacity	Implementing Agency	Remarks
STP at Naharlagun	3 MLD	-	Itanagar Municipal Corporation	Under Construction (25 %). Revised time line = 31-03-2025 <i>In Pursuant to Govt. Meeting Minutes no. DULB-14041/1/2022/1350-53, dated 9th October 2024, directed to re-design the STP to FLSTP. (Survey and re-designing is under progress.)</i>
Septage Treatment Plant (FSTP) at Chimpu	100KLD (0.1MLD)	-	Itanagar Municipal Corporation	100% Complete. Operational Started on 09.09.2024 <i>The panel board has been damaged due to short circuit and is under maintenance by construction agency (firm Owner)</i>



(Er. Yumlam Take)

Executive Engineer

Itanagar Municipal Corporation

Itanagar



GOVT. OF ARUNACHAL PRADESH
DIRECTORATE OF URBAN LOCAL BODIES
ITANAGAR

No.DULB-14041/1/2022/1350-53

Dated Itanagar, the 9th October'2024

Sub: Minutes of the meeting held on 9th October'2024 at 11:00 Hours chaired by Hon'ble Minister Urban Affairs to review development activities being undertaken in the ICR including 100 KLD Septage Treatment Plant at Chimpu Itanagar and 3 MLD Sewerage Treatment Plant at Naharlagun.

A review meeting was held under the Chairmanship of Hon'ble Minister, Urban Affairs at 11:00 AM on 9th October,2024 on various development activities being undertaken in the ICR including 100 KLD Septage Treatment Plant at Chimpu Itanagar and 3 MLD Sewerage Treatment Plant at Naharlagun.

The list of meeting attendees were as follows:

1. Shri Tamme Phassang, Hon'ble Mayor IMC
2. Shri Hano Takka, Director ULB
3. Shri Techu Aran, Commissioner IMC
4. Shri Kipa Karu, AE IMC
5. Shri R C Patawary, JE IMC
6. Shri Gora Makik, representative of M/s H.M Enterprise
7. Shri Gunshi Tabin, Engineer of M/s H.M Enterprise

During the meeting, Hon'ble Minister, Urban Affairs sought the current status of 100 KLD Septage Treatment Plant Chimpu which was recently inaugurated by Hon'ble Minister, Urban Affairs wherein it was informed that although the STP Chimpu was inaugurated on 9th September,2024, however collection of sludge have not been started and currently training of 11 Nos of manpower for operation has been started and collection of sludge shall be started post Durga Puja Festival i.e tentatively from 15th October'2024 onwards.

In this regard, Hon'ble Mayor IMC expressed his displeasure over the non compliance of the terms of the Agreement dated 8th March'2019 by the Contractor and requested the Contractor M/s H.M Enterprise to strictly abide by the terms of the said agreement.

Accordingly, the followings directives were given to the Contractors and IMC:

- (i) Commissioner IMC to examine the terms of the Contract Agreement dated 8th March'2019 and fix responsibilities on the Contractor as per the terms of the agreement.
- (ii) M/s H.M Enterprise contractor of 100 KLD STP Chimpu shall ensure timely deployment of manpower and operate and functionalise the STP Plant by 15th October'2024.

(iii) In order to disseminate public awareness, M/s H.M Enterprise contractor of 100 KLD STP Chimpu shall carry out massive publicity drive through radio jingles, advertisement through print & electronics media, social media platforms and ensure sludge collections from households of Itanagar.

AE-NSD-II
Please see

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CPA Warden M/s KK
For Preparation of
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- (iv) Release of any further payments to M/s H.M Enterprise contractor of 100 KLD STP Chimpu shall be made only after satisfactory compliances are made in terms of the Agreement dated 8th March'2019.
- (v) With regard to submission of proposal for additional fund requirement, it shall be considered only after successful operation of STP after due examination of the proposal.

The 3MLD Sewerage Treatment Plant at Naharlagun was also reviewed by Hon'ble Minister wherein the Physical & Financial progress of the project was highlighted as under:

- (i) Total tendered amount : ₹36.94 crore
- (ii) Total Payment released to Contractor IMC : ₹17.82 crore out of which an amount of ₹9.63 crore was released to Contractor by then EE IMC against 16.7 KM laying of network & pipeline whereas as per ground report only 150 Meter was achieved physically.

Taking into account the facts & circumstances highlighted during the meeting, it was directed as under:

- (i) Considering the current scenario and obstruction posed due to thick settlement around the STP and resistance of the habitants, it was felt that further laying of network pipelines from various wards to STP is a herculean task. Accordingly, it was directed to re-design the Sewerage Treatment Plant into Septage Treatment Plant which will cater to all the wards under Naharlagun/Nirjuli and move the file for approval of Govt.

Action by : IMC with a direction to prepare fresh design for STP naharlagun

Meeting ended with vote of thanks to the Chair.

1075 9/10/2024
Director Urban Local Bodies
Govt. of Arunachal Pradesh
Itanagar

Dated Itanagar, the 9th October'2024

Memo E- No.DULB-14041/1/2022/1350-53

Copy to:-

1. PS to Hon'ble Minister, Urban Affairs, Govt. of Arunachal Pradesh
2. Under Secretary to the Ld. Chief Secretary, Govt. of Arunachal Pradesh, for information.
3. PS to the Commissioner, Urban Affairs, Govt. of Arunachal Pradesh, for information
4. Commissioner, IMC Itanagar for information and necessary action.
5. Office copy.

1075 9/10/2024
Director, Urban Local Bodies
Govt. of Arunachal Pradesh



STP, Naharlagun

Annexure-IX



FSTP, Chimpu



	OFFICE OF THE PASIGHAT SMART CITY DEVELOPMENT CORPORATION LIMITED EAST SIANG DISTRICT: PASIGHAT ARUNACHAL PRADESH	
No. PSCDCL/E-TENDER/GC-01/2023-24 / 6103-6105		Dated Pasighat, the 22 nd Jan' 2025

To,
 The Chief Engineer,
 Urban Development & Housing,
 Itanagar, Arunachal Pradesh.

Sub: Submission of progress report of STP under Pasighat Smart City Mission.
Ref:- UD11-12011(20)/1/2023(Vol-I)/7671-75 Dated the 23rd Dec'2024

Sir,

With reference to the above cited subject, enclosed please find herewith the progress report of Sewage Treatment Plant (STP) under Pasighat Smart City Mission in compliance order dated 08/08/2024 in the matter of honorable NGT OA No.606/2018.

This is for favour of your kind information and necessary action please.

Enclosed:-

1. Progress Report.
2. Drawings along with photograph.

Yours Sincerely,


 (Dr. Manjuli Komut), APCS
 Chief Executive Officer,
 PSCDCL, Pasighat, AP
 Dated Pasighat, the 22nd Jan' 2025
 Pasighat Smart City Development
 Corporation Ltd.
 Arunachal Pradesh






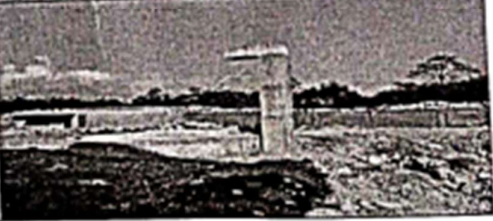
Memo No. PSCDCL/E-TENDER/GC-01/2023-24







Copy to: -


1. The PS to Commissioner, UD&H, Govt. of Arunachal Pradesh for information please.
2. The Executive Engineer, PSCDCL for information.
3. Office copy.

(Dr. Manjuli Komut), APCS
 Chief Executive Officer,
 PSCDCL, Pasighat, AP

Photograph of Sewage Treatment Plant (STP)

Sl. No.	Description	Photograph	Progress
1	Admin Building		70%
2	Main Pumping Station		85%
3	Primary Treatment Unit		30%
4	SBR platform		68%
5	Centrifuge Building		70%
6	Treated Water Tank		85%

7	Sludge Sump		85%
8	SBR Material		60%
9	Boundary Wall		50%
10	Guard/Security Room		90%
11	Weigh Bridge		90%
12	Primary Treatment Unit Materials		30%


(Dr. Manjuli Komut), APCS
 Chief Executive Officer,
 PSCDCL, Pasighat, AP
 Chief Executive Officer
 Pasighat Smart City Development
 Corporation Ltd
 Arunachal Pradesh

Progress Report as on 22nd January, 2025

Sl. No.	Project Name	Physical
1	Sewage Treatment Plant (STP)	68%

"The STP is under construction, with 68% progress as of January 2025. The completion target date is set for the end of December 2024.

Note: The revised timeline mentioned in your letter, Memo No. 12011(20)/1/2023(Vol-I) dated 23rd December 2024, at Annexure-I, states February 2025. However, the official completion target date is December 2024. Pasighat Smart City has issued letters to the contractor to expedite the work for timely project completion. However, the contractor's performance doesn't show commitment towards the project inspite of repeated notices including notice for termination."

M. Manjuli
 (Dr. Manjuli Kumar), APCS
 Chief Executive Officer,
 PSCDCL, Pasighat, AP
 Chief Executive Officer
 Pasighat Smart City Development
 Corporation Ltd
 Arunachal Pradesh

STP, Pasighat



Johkasou STP in upstream of Yagamso River



File No. ITA/SC(SPV)-225/2022-23/
 OFFICE OF THE CHIEF EXECUTIVE OFFICER
 ITANAGAR SMART CITY DEVELOPMENT CORPORATION LIMITED
 SENIOR OFFICER QTR, TOWER NO.2, FLAT NO. 25 & 26, ZOO ROAD
 ITANAGAR: ARUNACHAL PRADESH

File No. ITA/SC(SPV)-225/2022-23/

Dated, Itanagar, 24th December 2024

✓ To,

The Chief Engineer
 Department of Urban Development & Housing
 Govt. of Arunachal Pradesh, Itanagar

Sub: -In compliance to the Memo No. 12011 (20)/I/2023 (Vol-I) regarding the Johkasou STP in up streams of Yagamso River.

Sir,

As directed enclosed please find herewith in compliance with Hon'ble NGT in matter of O.A 606/2018/EZ, the daily quantity and total quantity of liquid waste treated in Johkasou STP in the upstream of the Yagamso River as on 24th December 2024.

Sl. No	Project	Compliance
1	The setting up of a Johkasou Sewage Treatment Plant (STP) with a capacity of 200 KLD for rejuvenation of Yagamso River, Itanagar under Smart City Mission has been completed as of 26 th December 2023.	The project is 100% completed. The STP plant is currently running 24x7 with capacity 160 KLD (Kilo Liter Per Day). The plant is designed to handle maximum load of 200 KLD capacities. Hence, remaining 25% of total capacity is available for sudden surge in volume of sewage and future population. The plant is connected to 500 households residing in 100 buildings having 2500 number of individuals, assuming that every household will have at least 5 members in each household (based on average person per household of national average data 2011).

Sln.	Queries	Remarks
1.	Capacity of the STP	1. Total capacity of 160 KLD with 25% is maintained for sudden surge in volume of sewage i.e. 200 KLD.
2.	Number of households/villages connected	2. Connected to 500 Households and 2500 number of individuals. (based on average person per household of national average data 2011).
3.	Total quantity treated for the Month of December 2024.	1. 160 Kilo Liter is filled in 7 days i.e. 22.86 KLD. Hence a total of 548.64 Kilo Liters has been treated in the month of December 2024

Chief Executive Officer
 Itanagar Smart City Dev. Corp. Ltd
 Itanagar

4.	Total Quantity of sewage treated as of 24 th December 2024.	1. Since the operation started on 1/01/2024, and we use 160 KLD tanks get filled fully per week i.e. Total of treated water is Kilo Liters till December 2024 is 8187.08 Kilo Liters.
5.	Collection of septage and grey water.	1. The septage gets collected in the Johkasou tank & needs periodic removal in accordance to the production rate. However, it is a slow process due to the media used in the Johksaou STP which is self-cleansing in nature. Enclosed Annexure I with the photos of sedimentation tank (sludge production). 2. The septage & grey water is then sent to FSTP Chimpu, which has not been needed till now.
6.	Mode of disposal of the septage and grey water	Treated water after tertiary treatment is being discharged into the downstream of Yagamso river.

Submitted for your kind perusal and further filing of affidavit, please.

Yours sincerely,

Chief Executive Officer
Itanagar Smart City Dev. Corp. Ltd
Itanagar

Memo No.ITA/SC(SPV)-225/2022-23/ 541

Dated, Itanagar, the.....December 2024

Copy to: -

1. The PS to the Commissioner TP-cum- Chairperson SPV, ISCDCL, Govt. of A.P, Itanagar for information.
2. The PA to the Director Town Planning, Itanagar, Government of Arunachal Pradesh for information.
3. The Executive Engineer, SPV, ISCDCL for information and necessary action.
4. Office copy.

Chief Executive Officer
Itanagar Smart City Dev. Corp. Ltd
Itanagar





GOVT. OF ARUNACHAL PRADESH
DIRECTORATE OF URBAN LOCAL BODIES
ITANAGAR

E-file No. DULB-13018/2/2023/1806-07

Dated, Itanagar, 19th December 2024

To,

The Chief Engineer
Department of UD & Housing
Govt. of Arunachal Pradesh
Itanagar

Sub: - Request for according Technical Sanction-regd.

Sir,

With reference to the subject cited above, I am to inform that State Level Technical Committee (SLTC) and State High Powered Committee (SHPC) in its meeting held on 23rd October 2024 have approved the Detailed Project Reports (DPR) for the Used Water Management (UWM) in 27 urban towns under Swachh Bharat Mission (Urban) 2.0. An individual detailed project report has been prepared for each town for setting up of Sewage Treatment Plant (STP) and Faecal Sludge Treatment Plant (FSTP) respectively including 5 years operation & maintenance as given in **Annexure-I**.

Therefore, I am to request you to kindly examine and accord technical sanction of the detailed project reports as given in Annexure-I. A copy of town-wise DPR in soft copy along with SHPC minutes are enclosed herewith for your reference.

Encl: As stated.

Yours sincerely,

Hano Takka
19/12/24

(Hano Takka)
Director cum State Mission Director, SBM(U)
Govt. of Arunachal Pradesh
Itanagar

Memo e-file No. DULB-13018/2/2023/

Dated, Itanagar,December 2024

Copy to: -

1. PS to the Commissioner, Urban Local Bodies, Govt. of Arunachal Pradesh for information.
2. Office copy.

Director cum State Mission Director, SBM(U)
Govt. of Arunachal Pradesh
Itanagar



ANNEXURE-I
(List of Individual towns wise DPR)

Sl. No.	Name of town	Type of Project	Amount in Lakhs including O&M
1.	Aalo	Sewage Treatment Plants (STP) along with Co-treatment of Faecal sludge / septage	1161.94
2.	Seppa	Sewage Treatment Plants (STP) along with Co-treatment of Faecal sludge / septage	1602.35
3.	Tezu	Sewage Treatment Plants (STP) along with Co-treatment of Faecal sludge / septage	644.41
4.	Namsai	Sewage Treatment Plants (STP) along with Co-treatment of Faecal sludge / septage	821.22
5.	Daparijo	Sewage Treatment Plants (STP) along with Co-treatment of Faecal sludge / septage	1040.90
6.	Ziro STP 1	Sewage Treatment Plants (STP) along with Co-treatment of Faecal sludge / septage	1157.28
7.	Ziro STP 2	Sewage Treatment Plants (STP) along with Co-treatment of Faecal sludge / septage	
8.	Roing	Sewage Treatment Plants (STP) along with Co-treatment of Faecal sludge / septage	1168.19
9.	Palin	Sewage Treatment Plants (STP) along with Co-treatment of Faecal sludge / septage	752.91
10.	Khonsa	Sewage Treatment Plants (STP) along with Co-treatment of Faecal sludge / septage	588.53
11.	Bomdila	Sewage Treatment Plants (STP) along with Co-treatment of Faecal sludge / septage	779.82
12.	Jairampur	Sewage Treatment Plants (STP) along with Co-treatment of Faecal sludge / septage	1687.20
13.	Deomali	Sewage Treatment Plants (STP) along with Co-treatment of Faecal sludge / septage	991.76
14.	Yingkiong	Sewage Treatment Plants (STP) along with Co-treatment of Faecal sludge / septage	1264.96
15.	Changlang	Faecal sludge / septage Treatment Plant (FSTP)	451.71
16.	Miao	Faecal sludge / septage Treatment Plant (FSTP)	248.32
17.	Basar	Faecal sludge / septage Treatment Plant (FSTP)	228.64
18.	Longding	Faecal sludge / septage Treatment Plant (FSTP)	226.21
19.	Dirang	Faecal sludge / septage Treatment Plant (FSTP)	229.75
20.	Dumporijo	Faecal sludge / septage Treatment Plant (FSTP)	217.78
21.	Boleng	Faecal sludge / septage Treatment Plant (FSTP)	213.87
22.	Koloriang	Faecal sludge / septage Treatment Plant (FSTP)	207.50
23.	Anini	Faecal sludge / septage Treatment Plant (FSTP)	202.32
24.	Mariyang	Faecal sludge / septage Treatment Plant (FSTP)	199.46
25.	Sagalee	Faecal sludge / septage Treatment Plant (FSTP)	196.77
26.	Hawai	Faecal sludge / septage Treatment Plant (FSTP)	191.98
27.	Pasighat	Addition FSTP unit to existing STP for Co-treatment	161.46
28.	Tawang	Addition FSTP unit to existing STP for Co-treatment	161.46
Total			16798.69

Director cum State Mission Director, SBM(U)
 Govt. of Arunachal Pradesh
 Itanagar

(in Crores)

BUDGET BREAK-UP UNDER RING FENCED ACCOUNT			
SI No	Name of Work	Estimated Cost	Remarks
1	Cost for functionalization of on-going MRFs with addl infrastructures & C/o MRFs for remaining towns	50.00	
2	Remediation of legacy waste	42.30	
3	Rs. 50 Lakhs for each ULBs/DUDA as discretionary fund for Solid Waste Management	23.50	
4	4(a) Providing dedicated 11 Kv line and installation of 630 KVA Transformer at municipal Garbage dumping site for the establishment of Waste to Charcoal Plant	4.81	Agreement enclosed
	4(b) Weigh bridge at dumping site, Chimpu, Itanagar	0.15	
5	Used Water Management Projects	55.24	
6	Procurement of specialized sanitation transportation vehicles and equipments (for 5 years)	18.00	
7	Quantification and Characterization of fresh/legacy waste for 12 towns	1.00	Work Awarded & Study shall be completed by May'2025
8	Establishment of PMU for 5 years	5.00	RFP floated, work to be awarded
TOTAL		200	

GOVERNMENT OF ARUNACHAL PRADESH
DEPARTMENT OF URBAN DEVELOPMENT AND HOUSING
AP CIVIL SECRETARIAT, BLOCK NO-II, 3RD FLOOR, ITANAGAR - 791 111

Dated, Itanagar the 25th April'2023.

NOTIFICATION

In pursuant to the decision taken by the Environment Monitoring Committee in its meeting held under the Chairmanship of the Ld. Chief Secretary, Government of Arunachal Pradesh on 28th March'2023 to review the progress of implementation of the directions of the Hon'ble NGT, in O.A. No.606/2018 and NGT O.A.94/2020/EZ a 'State Level Committee' with the following members is hereby constituted.

- | | | |
|--|---|------------------|
| 1. Principal Secretary (Planning / Finance) | : | Chairman |
| 2. Commissioner/Secretary (Rural Development) | : | Member |
| 3. PCCF (Environment & Forest) | : | Member |
| 4. Commissioner/Secretary (Agriculture) | : | Member |
| 5. Commissioner/Secretary (Water Resources) | : | Member |
| 6. Commissioner/Secretary (Fisheries) | : | Member |
| 7. Commissioner/Secretary (Industries) | : | Member |
| 8. Commissioner/Secretary (PHED) | : | Member |
| 9. Commissioner/Secretary (Panchayat) | : | Member |
| 10. Commissioner/Secretary (Urban Development) | : | Member Secretary |

The terms of references of the above committee is to set-up a centralized single window mechanism for planning, capacity building and monitoring of waste management at the State Level. Mechanism to engage service providers by due diligence process who may execute work relating to solid and sewage management.

(Neeraj Semwal) IAS

Commissioner (Urban Development)

Dated, Itanagar the ____th April'2023.

Memo No.UDH-12011(20)/1/2023

Copy for information to:-

1. The Under Secretary to Chief Secretary, Govt. of A.P., Itanagar.
2. The PS to Commissioner (UD), Govt. of A.P., Itanagar.
3. The PS to Principal Secretary (Planning/Finance) Govt. of A.P., Itanagar.
4. The PS to Commissioner / Secretary (RD), Govt. of A.P., Itanagar.
5. The PS to PCCF (Environment & Forest), Govt. of A.P., Itanagar.
6. The PS to Commissioner / Secretary (Agriculture), Govt. of A.P., Itanagar.
7. The PS to Commissioner / Secretary (Water Resource), Govt. of A.P., Itanagar.
8. The PS to Commissioner / Secretary (Fisheries), Govt. of A.P., Itanagar.
9. The PS to Commissioner / Secretary (Industries), Govt. of A.P., Itanagar.
10. The PS to Commissioner / Secretary (PHED), Govt. of A.P., Itanagar.
11. The PS to Commissioner / Secretary (Panchayat), Govt. of A.P., Itanagar.
12. The Director (Environment), Govt. of A.P., Deptt. of Env. & Forests & Climate Change (Secretariat of the Environment Monitoring Cell) O-Point Tinali, Itanagar.
13. Office copy.

(Onam Lego) APCS

Joint Secretary (Urban Development)

Summary Record of the Environment Monitoring Cell (EMC) Meeting -Review of the progress of implementation of the directions of the Hon'ble NGT, in O.A. No. 606/2018, held under the Chairmanship of the Ld. Chief Secretary, Government of Arunachal Pradesh on 27th November 2024 at 1100 Hrs. in the CS Conference Hall, 5th Floor, Block No. 02, Civil Secretariat, Itanagar Secretariat.

A meeting of the Environment Monitoring Cell (EMC) to review the progress of the implementation of various directions of the Hon'ble NGT on the matter O.A. No. 606/2018 regarding Solid Waste Management Rules 2016 was held on 27th November, 2024 at CS Conference Hall, Civil Secretariat, Itanagar under the Chairmanship of Shri. Manish Kumar Gupta, IAS, Chief Secretary to the Government of Arunachal Pradesh. The list of participants is enclosed herewith.

At the outset, the Member Secretary EMC made an introductory presentation highlighting the newly reconstituted EMC as well as the Directions of the latest order of the Hon'ble NGT and the decisions/directions of the previous EMC meeting held on 26th September 2024. This was followed by a presentation by the Commissioner (Urban Affairs) on the status of the compliance of the directions of the Hon'ble NGT and EMC meeting.

The Urban Affairs Department appraised the following compliance of the directions of the last EMC Meeting as under;

- i. On the Direction No.iv, it was brought to the notice of the EMC that, the RFP for remediation of legacy waste for 15 towns was under preparation. Also, the tender for "Consultancy firms for Appointment of consultant for study on quantification, characterization of Municipal fresh and legacy waste including GIS mapping of dumping sites" has been floated and shall be opened on 29.11.2024. A total of 1,30,544.01 MT legacy waste in 15 towns extended in 17.44 hectares of land is to be reclaimed.
- ii. On the Direction No.v, it was appraised by the Urban Affairs Department that a comprehensive survey work was conducted by appointing a consultant. Method of treatment was discussed in a high-level committee meeting and DPR approved. Additionally, FSTP/ STP is also adopted as co-treatment options and RFP is under preparation based on DPR for Used Water Treatment.
- iii. On the Direction No.vii, the Commissioner (Urba Affairs) presented the detailed proposals, budget breakdowns, and estimates regarding the utilization of funds under the "Ring-fenced Account".

After in-depth deliberations, the following decisions/directions are recorded for compliance by the concerned.

- i. Model RFP of tenders must be developed for remediation of Legacy waste in census towns and circulated to the DCs for implementation through District Urban Development Agencies (DUDAs). The respective DCs through DUDA will float the model tender and implement the project in a time bound manner.



For the implementation, agreements between DCs and implementing agencies must include robust performance guarantees to ensure accountability at all levels. In case of Itanagar and Pasighat, the respective ULBs may be opted.

**[Action: Commissioner (Urban Affairs)/
Deputy Commissioners concerned/DUDA/IMC/PMC/EEs]**

- ii. The EMC directed that preference be given to NGOs for managing and operationalizing the MRFs. Further it was also directed that each DUDA will be granted ₹50 lakhs, to be placed at the discretion of the respective DCs, for taking up necessary measures for establishing and operationalizing the solid waste management facilities, including the MRFs in the districts. All expenditures must adhere to codal formalities, and Utilization Certificates (UCs) co-signed by the concerned DCs and EEs must be submitted upon project completion.

**[Action: Commissioner (Urban Affairs)/
Deputy Commissioners concerned/DUDA/EEs]**

- iii. The EMC stressed that construction of weigh bridge may not be required in all the census towns. Subsequently, the EMC approved the construction of weighbridges in Itanagar and Pasighat only with further directions that these weighbridges must be equipped with computerized recording mechanisms, and data must be uploaded to the internet for transparency and monitoring.

**[Action: Commissioner (Urban Affairs)/
Deputy Commissioners concerned/DUDA/EEs]**

- iv. For addressing the gaps in Liquid waste management, the ULB appraised that the DPRs for the construction of Fecal Sludge Treatment Plants (FSTP) in 13 Census Towns and Sewage Treatment Plants in 14 Census Towns have been finalized. Additionally, RFP has been developed for Cluster Towns to facilitate the completion of tendering process. The EMC approved the cluster towns approach for implementation of these projects in the census towns.

[Action: Commissioner (Urban Affairs)]

- v. For the establishment of PMU, the matter was differed and a separate detailed presentation was requested.

[Action: Commissioner (Urban Affairs)]

- vi. Appropriate remediation action and methodology may be explored in collaboration with IIT Guwahati and for this a team may visit the Institute.



Annexure-XIV (B)

For the implementation, agreements between DCs and implementing agencies must include robust performance guarantees to ensure accountability at all levels. In case of Itanagar and Pasighat, the respective ULBs may be opted.

**[Action: Commissioner (Urban Affairs)/
Deputy Commissioners concerned/DUDA/IMC/PMC/EEs]**

- ii. The EMC directed that preference be given to NGOs for managing and operationalizing the MRFs. Further it was also directed that each DUDA will be granted ₹50 lakhs, to be placed at the discretion of the respective DCs, for taking up necessary measures for establishing and operationalizing the solid waste management facilities, including the MRFs in the districts. All expenditures must adhere to codal formalities, and Utilization Certificates (UCs) co-signed by the concerned DCs and EEs must be submitted upon project completion.

**[Action: Commissioner (Urban Affairs)/
Deputy Commissioners concerned/DUDA/EEs]**

- iii. The EMC stressed that construction of weigh bridge may not be required in all the census towns. Subsequently, the EMC approved the construction of weighbridges in Itanagar and Pasighat only with further directions that these weighbridges must be equipped with computerized recording mechanisms, and data must be uploaded to the internet for transparency and monitoring.

**[Action: Commissioner (Urban Affairs)/
Deputy Commissioners concerned/DUDA/EEs]**

- iv. For addressing the gaps in Liquid waste management, the ULB appraised that the DPRs for the construction of Fecal Sludge Treatment Plants (FSTP) in 13 Census Towns and Sewage Treatment Plants in 14 Census Towns have been finalized. Additionally, RFP has been developed for Cluster Towns to facilitate the completion of tendering process. The EMC approved the cluster towns approach for implementation of these projects in the census towns.

[Action: Commissioner (Urban Affairs)]

- v. For the establishment of PMU, the matter was differed and a separate detailed presentation was requested.

[Action: Commissioner (Urban Affairs)]

- vi. Appropriate remediation action and methodology may be explored in collaboration with IIT Guwahati and for this a team may visit the Institute.



[Action: Commissioner (Urban Affairs)]

- vii. The EMC recommended that the Commissioner(Urban Affairs) to hold monthly meetings with DCs to streamline the collection and reporting of waste management data with particular emphasis on addressing the inconsistencies in data related to waste generation, transportation, and processing.

**[Action: Commissioner (Urban Affairs)/
Deputy Commissioners concerned/DUDA/EEs]**

The meeting ended with a vote of thanks to the chair.



**(Samuel Changkija) IFS
Chief Conservator of Forests (Env & CC)
Member Secretary**