

**BEFORE THE NATIONAL GREEN TRIBUNAL,  
PRINCIPAL BENCH, NEW DELHI**

EXECUTION APPLICATION NO. 23/2023  
IN  
ORIGINAL APPLICATION NO. 75/2023  
(IA No. 645/2023)

**IN THE MATTER OF:**

JAISHREE BANSAL

...APPLICANT

VERSUS

UTTAR PRADESH POLLUTION  
CONTROL BOARD

...RESPONDENT

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**THROUGH:**



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NEW DELHI

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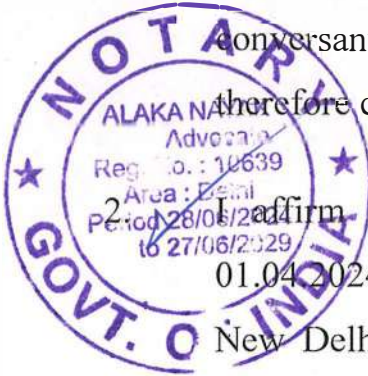
**AFFIDAVIT**

I, Vikramaditya Singh Malik, S/o Yudhvir Singh Malik, aged about 36 years, R/o Ghaziabad Nagar Nigam, presently in New Delhi, do hereby solemnly affirm and declare as under:

1. I am the Commissioner Municipal Corporation Ghaziabad and fully conversant with the facts and circumstances of the present case and therefore competent to sign and depose the present Affidavit.

2. I affirm that this affidavit is in compliance of the Order dated 01.04.2024 passed by the National Green Tribunal, Principal Bench, New Delhi in the above captioned matter to place on record certain facts.

3. I state that it is the case of the Applicant that the garbage/ solid waste has captured approx. 200 square feet of the applicant's private land at Village Jagjeevanpur, Pargana Jalalabad, District Ghaziabad and



leachates oozing out from the garbage has destroyed 1500 square feet of the Applicant's private land.

**I. Disclosure of Details on Waste Generation, Modes of Remediation and Current Status of Legacy Waste at Various Sites**

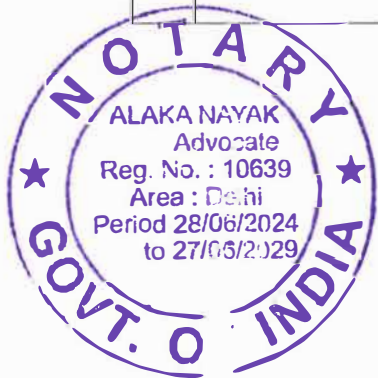
4. I state that as per the directions of this Hon'ble Tribunal, as recorded in Order dated 01.04.2024, a joint survey of Pipeline and Morta Waste Treatment Site was conducted by Ghaziabad Municipal Corporation from the Indian Institute of Technology (IIT), Delhi and an on-site visit was conducted on 18.05.2024 on basis of which an interim report has been prepared. Copy of the Interim Report prepared in collaboration with the Indian Institute of Technology, Delhi is annexed herewith and marked as ANNEXURE-A.

5. Based on the above interim report, the timeline for processing the waste as mentioned in the interim report, which encaptures generation and processing of solid waste, is reproduced herein for the convenience of this Hon'ble Tribunal:

	Location	Waste to Processing Capacity (TPD)	Operations at Site	Timeline to complete	Status Update (June 2024)
1.	Jagjivanpur / Bhikanpur Legacy Waste Site I having 2.69 lac ton	1200 TPD	The legacy waste processing started from October 2023 and till March 2024 approx 54% of the legacy waste was processed. The work on legacy waste was accelerated as the rainy season is approaching and	June 2024	As per third party survey conducted by IIT Delhi, the legacy waste remaining as of 18 <sup>th</sup> May was 65k MT which has been processed by 30 <sup>th</sup> June. The land which has been vacated from



			space is required for storage and handling of fresh MSW. The space created by processing of legacy waste has been continuously used for fresh MSW storage and processing as there is no additional land available with Nagar Nigam yet.		legacy waste is being used for storing and processing for fresh MSW as no new land is available with Nagar Nigam.
2.	Morta Facility	300 TPD	Operational since July 2022 till June 2023. Total Fresh Waste received at site 5.65 lac ton out of which 5.56 lac ton has been processed till May 2024.	July-24	As per third party survey conducted by IIT Delhi Approx 10k MT was remaining as of 18 <sup>th</sup> May 2024 out of which approximately 4k MT has been processed and balance shall be processed in July (subject to rains) and subsequently the site shall be handed over.



3.	Jagjivanpur Fresh Waste Processing Site II (adjacent to Site I)	3200 TPD	<p>Site operational from July 2023. Total fresh waste generated in Ghaziabad is sent to this site currently as no other site available. The total fresh MSW sent over last one year is approx 6.5 Lac MT out of which approx. 3.3 lac MT has been processed.</p> <p>Since March 2024, new processing plant and machinery have been added that has increased the processing capacity to about 3200 TPD.</p>	Daily Ongoing Processing	<p>As per third party survey conducted by IIT Delhi, the fresh MSW remaining as of 18<sup>th</sup> May was 3 lac cum. The total fresh MSW processed till 30th June is approx. 3.3 lac MT. The daily processing capacity has increased to 3200 TPD but during rainy season, the processing work is expected to get hampered. Although the daily processing capacity has increased to 3200 TPD, because of the initial stages of increase of capacity, the on ground daily processing is an average of 2000 TPD, which is 400 TPD more than daily generation.</p>
	<b>Total</b>	<b>4700 TPD</b>			



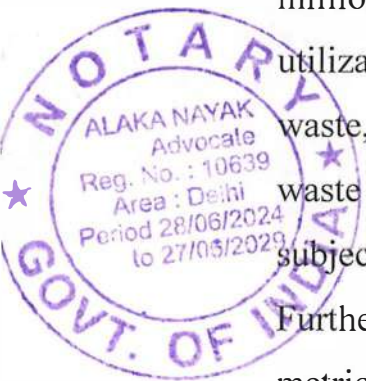
## II. Capacity of Waste-to-Energy Generation Plant and Utilization of Waste

6. I state that on the basis of the interim report as prepared by IIT Delhi, the data for the capacity of waste-to-energy generation plant and the

extent of the waste being used therein (as per tests conducted in March 2024) is as follows:

S.No	Parameters	Percentage
1	Organic waste	75-80
2	Glass	0.8-1.1
3	Plastic	1.5-1.8
4	Metals	0.1-0.3
5	Mix waste for RDF	11.0-13.0
6	Silt and Debris	6.6-7.0

7. I state that the waste treatment facilities were confirmed to be operational in the interim report of IIT Delhi. The aforementioned data indicates a daily waste disposal of 1,967 tons. The consent to operate of the textile industry's waste-to-energy plant reports a capacity of 75 tons per day (TPD) using a 2.5 million kilocalorie per hour thermic fluid heater. The brick production plant's waste-to-energy facility, currently being commissioned, has a projected capacity of 340 TPD using a 10 million kilocalorie per hour hot air system. The combined RDF utilization capacity is 415 TPD, approximately 20% of the total daily waste, with current RDF generation at 11-13%. The decomposed organic waste is currently being utilized for filling a nearby low-lying area, subject to the completion of pending test reports on the compost. Furthermore, the quantification of fresh waste at the Pipeline site in metric tonnes is awaited, although cubic meter data is available in the report.



### **III. Status of Measures to Prevent Overflowing of Waste onto the Applicant's Land**

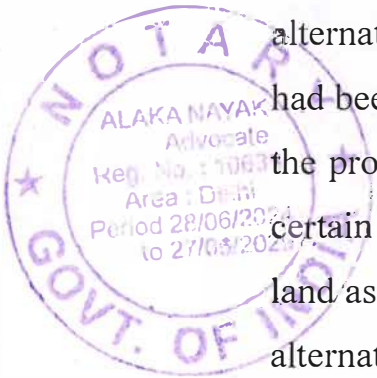
8. I state that in this respect, a boundary wall was constructed to prevent the overflow of waste onto the Applicant's land. As on date of filing the present affidavit, the repair work on the Applicant's damaged boundary wall has also been done at the site. GPS photographs have also been annexed along with this Affidavit, as **ANNEXURE-B**.

**IV. Status and timeline for setting up the facility to prevent overflowing of legacy waste**

9. I state that although it is the responsibility of the District Magistrate, Ghaziabad to provide the land for the purpose of making arrangement for processing of waste, endeavors are being made to create a facility to treat the Municipal Solid waste near the site at Jagjeevanpur/Bhikanpur, Morta Facility and Jagjeevanpur Fresh Waste Processing Site-II (adjacent to Site-I).

10. I state that in furtherance of the same and to make arrangements for an alternative site for processing of waste, an area of 15 hectares of land had been identified of which a small piece of land was a private land, and the process for purchase of that private land was in progress. However, certain challenges were faced in procuring/earmarking the said piece of land as an alternative to the existing location of waste processing and an alternative to the previously planned site for setting up a waste to energy plant at villages Galand and Pipelhera in Hapur District.

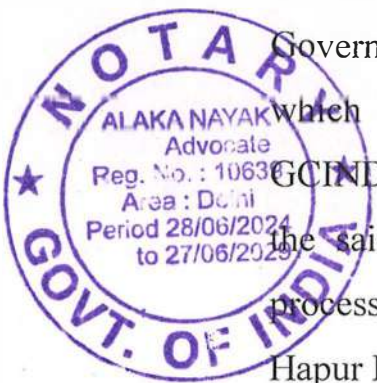
11. I state that Ghaziabad Municipal Corporation approached the District Magistrate and Additional District Magistrate regarding allotment of alternative land for solid waste disposal, whereafter they issued a letter to the Nagar Panchayat Niwarito execute the same. A Board meeting of



Niwari Nagar Panchayat was convened for the said purpose. In the meeting held on 15.02.2024, the Nagar Panchayat Board, while strongly protesting and objecting to the allotment, refused to give land to the Municipal Corporation for solid waste disposal in Niwari and canceled the proposal. Copy of Representations of Nagar Panchayat Board, Niwari and newspaper clippings of the local protests are annexed herewith and marked as **ANNEXURE-C**.

12. I state that vide Letter dated 28.06.2024, the District Magistrate, Ghaziabad has stated that it is advisable for Ghaziabad Municipal Corporation to contact District Magistrate Hapur to provide adequate police force to ensure taking control of the land previously acquired for setting up a waste to energy plant at villages Galand and Pipelhera in Hapur District. It is pertinent to state that previously, 17.9084 hectares i.e. 44.25 acres of land was identified and procured with the help of Ghaziabad Development Authority by means of gift deed and by Ghaziabad Municipal Corporation itself by means of sale deed to set up a waste to energy plant; for which an MoU has been signed between the Government of UP and Government of Netherlands, subsequent to which Ghaziabad Municipal Corporation signed an agreement with GCIND (Netherlands based company). It is important to mention that the said project was to be executed on a cluster based model, for processing of waste from both, Ghaziabad Municipal Corporation, and Hapur District.

13. I state that previously, Ghaziabad Municipal Corporation attempted to build a boundary wall on the said piece of land for execution of the said project. However, due to heavy resistance by the local population, the boundary wall was broken down by the locals subsequent to which an

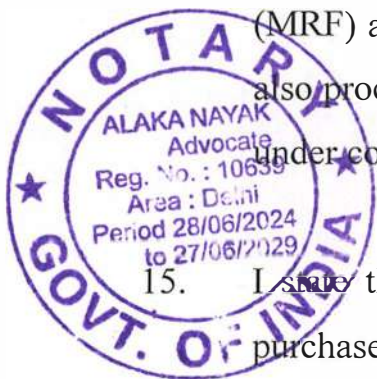


FIR was filed for the same, and hence the project could not take off. Since then, Ghaziabad Municipal Corporation has been seeking the help of Hapur District Administration to provide force and protection for execution of the said project, latest correspondence having been done on 29.06.2024. Copy of letter dated 28.06.2024 issued by District Magistrate, Ghaziabad is annexed herewith and marked as ANNEXURE-D; copy of the MoU is marked as ANNEXURE-E; and copy of the correspondence with Hapur District Administration is marked as ANNEXURE-F.

**V. Details on the Utilization of 1100 Tons Per Day of Waste for Composting**

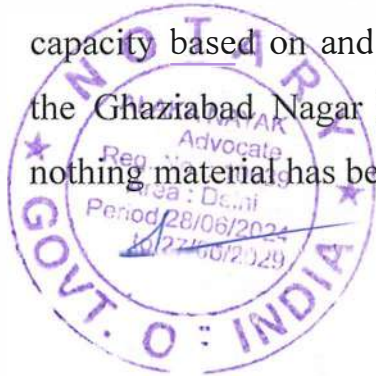
14. I state that the legacy waste processing site at Jagjivanpur, Site-1, has a capacity of 1,200 tons per day (TPD), while Site-2, designated for fresh waste processing, has a capacity of 3,200 TPD. Additionally, the Morta Facility for legacy waste processes 300 TPD, bringing the total capacity of these sites to 4,700 TPD. Furthermore, the Material Recovery Facility (MRF) at Ret Mandi has a capacity of 250 TPD, and the MRF at Sihani also processes 200 TPD. and a third MRF, with a capacity of 50 TPD, is under construction.

15. I state that the construction work for this MRF is complete, and the purchase of MRF machinery is underway. Thus, the total capacity of the MRFs stands at 450 TPD, handling solid waste for disposal, while the remaining fresh waste is collected and transported to the Jagjivanpur processing site, where it is processed using the windrow composting method. After processing, refuse-derived fuel (RDF) is transported to the Waste-to-Energy Plant at Mussoorie-Dasna, which has a capacity of 75 TPD, managed by Rollz India Waste Management Pvt. Ltd. It is



pertinent to highlight that a Waste-to-Energy Plant with a capacity of 340 TPD for RDF disposal has been established, and its consent to operate has been approved by the Pollution Department, which at present is undergoing a trial run.

16. I state that everything stated above has been stated by me in my official capacity based on and derived from the official records maintained by the Ghaziabad Nagar Nigam in the official capacity and I state that nothing material has been concealed therefrom.



03 JUL 2024

bm

DEPONENT

VERIFICATION

I, the abovenamed deponent, do hereby solemnly verify that the contents of the aforesaid affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therefrom.

Verified at \_\_\_\_\_ on this \_\_\_\_\_ day of July 2024.

bm

CERTIFIED THAT THE DEPONENT: Shri/Smt./Km. Vikramaditya Singh Malik DEPONENT S/o. V. V. P. S.

Identified by Shri. Malok Bhatt Has seen and signed at Delhi on... That the contents of the affidavit which have been read & explained to him/her are true & correct to his/her knowledge

I identified the deponent who is signed in my presence.

Malok Bhatt 125 NOTARY

03 JUL 2024

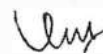
**Interim Report based on-site visit conducted on 18<sup>th</sup> May 2024 for the project entitled “Survey report for Waste Quantification at Pipeline and Morta Waste Treatment Site of Ghaziabad Municipal Corporation.”**

The work related to the solid waste processing in Ghaziabad and its quantification was provided by Ghaziabad Municipal Corporation through Nagar Swasthya Adhikari on 25<sup>th</sup> April 2024. The work comprises to fulfill the following objectives:

- 1) The quantification of total waste and its various fractions (untreated, single screen treated and RDF fraction) on already closed Morta site
- 2) The quantification of legacy waste at Pipeline site
- 3) The quantification of fresh waste at Pipeline site
- 4) To validate the reports of daily input of fresh waste dumping at Pipeline site
- 5) To validate the capacity of WTE plants for the utilization of RDF

The site visit in this regard was conducted on 18<sup>th</sup> May 2024 with following:

- Mr. Ritesh Kumar, Research Scholar, IIT Delhi
- Mr. Rahul Dwivedi, Research Scholar, IIT Delhi
- Mr Akshay, Geron Waste Management, Morta Waste Site
- Mr. Atul Kumar, Rollz India Waste Management Private Limited, Pipeline Waste Management Site
- Om Pal Singh, Zonal Sanitary Officer, Ghaziabad Municipal Corporation



VIVEK KUMAR  
Professor

Centre for Rural Development & Technology  
Indian Institute of Technology Delhi  
Hauz Khas, New Delhi-110016, INDIA

**Methodology:**

- a) **Quantification:** The Unmanned Aerial Vehicles (UAV) survey was conducted for the quantification of the waste on both the sites viz. Morta and Pipeline utilized the following methods:
- Orthophoto
  - Digital Elevation Model
  - Contour Mapping
- b) **Verification of daily input of waste:** The data for daily input was collected and verified by weighing bridge slips. The calibration certificates of weigh bridge at both the locations were also verified.
- c) **CTOs for Waste Treatment Plants:** The CTO for both Morta and Pipeline treatment plants were verified for the capacity of treatment.
- d) **CTOs for Waste to Energy Plants:** The CTO for two WTE plants were verified for the RDF utilization capacity.
- e) **Machinery and Equipment:** The machinery and equipment on site were verified for the total treatment capacity.



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**Project Snapshot**

Survey report for Waste Quantification at Pipeline and Morta  
Waste Treatment Site of Ghaziabad Municipal Corporation

**A. Project Site**

**Morta, Ghaziabad**

**Total Waste Quantified on-site** 68248.68 cum; 31360.31 MT

**Proposed Identified Technology** Segregation & Windrow Composting

**Waste Fractions**

**Unprocessed Quantity on site (density 460 kg/cum)** 23548.71 cum; 10832.40 MT

**Processed Quantity (density 600 kg/cum)** 31591.51 cum; 18954.90 MT

**RDF on site (density 120 kg/cum)** 13108.46 cum; 1573.015 MT

**Project Structuring** Contracted to Geron Waste Management

**B. Project Site**

**Pipeline, Ghaziabad**

**Total Waste Quantified on-site** 81678.753 cum Legacy waste and 304841.35 cum Fresh waste

**Proposed Identified Technology** Segregation & Windrow Composting

**Waste Fractions**

**Legacy waste (density 800 kg/cum)** 65343 MT

**Fresh waste density** Yet to be tested

**Project Structuring** Legacy waste treatment contracted to Rollz India Waste Management and fresh waste management to Geron Waste Management



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**Waste Characterization at Pipeline (as per tests conducted in March 2024):**

S No	Parameters	Percentage
1	Organic waste	75-80
2	Glass	0.8-1.1
3	Plastic	1.5-1.8
4	Metals	0.1-0.3
5	Mix waste for RDF	11.0-13.0
6	Silt and Debris	6.6-7.0

**Conclusions:**

- The waste treatment facilities was found to be functional and operational.
- As per the data provided by the Ghaziabad Municipal Corporation the total waste being disposed on the Waste Treatment Site is 1967 TPD.
- The CTO of waste to energy plant for the textile industry for boiler operation via 25 lakh KCAL/hr thermic fluid heater is using for 75TPD RDF.
- The CTO of waste to energy plant for brick via 100 lakh KCAL/hr for hot air is for using 340 TPD RDF. However, during the time of the visit, the commissioning of waste to energy plant was underway.
- Considering this, the total RDF utilizing capacity turns out to be 415 TPD, which is approx. 20% of the total waste disposed per day. However, the RDF generation has been found to be @11-13%.
- The decomposed organic waste is being disposed to the low-lying area nearby for refilling. However, the test report for the disposed compost/good earth needs to be done yet.
- The quantification of fresh waste at Pipeline site in Metric Tonnes is yet to be done as the randomized samples will be taken for bulk density from the site. However, the quantification in cubic metre has already mentioned in the report.

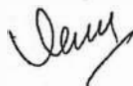

**VIVEK KUMAR**

Professor

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- The M&E installed at both sites are as follows:

S.No	Machine Name	Qty	Capacity (TPD)	Total Capacity (TPD)
<b>1. Pipeline</b>				
1	Super sonic	1	2000	2000
2	Warrior 1200	3	400	1200
3	Trommel	4	300	1200
4	Poclains & Excavator	12		
<b>2. Morta</b>				
1	Trommel	1	300	300
2	Ballistic Separator	2	400	800
3	Poclains	2		



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Photographs of site visit:



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Professor

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*Vivek Kumar*  
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	Location	Waste to Compost Capacity (TPD)	Operations at Site	Timeline to complete	Status Update (June 2024)
1	Jagjivanpur / Bhikanpur Legacy Waste Site I having 2.69 lac ton	1200 TPD	The legacy waste processing started from October 2023 and till March 2024 approx 54% of the legacy waste was processed. The work on legacy waste was accelerated as the rainy season is approaching and space is required for storage and handling of fresh MSW. The space created by processing of legacy waste has been continuously used for fresh MSW storage and processing as there is no additional land available with Nagar Nigam yet.	June 2024	As per third party survey conducted by IIT Delhi, the legacy waste remaining as of 18 <sup>th</sup> May was 65k MT which has been processed by 30th June. The land which has been vacated from legacy waste is being used for storing and processing for fresh MSW as no new land is available with Nagar Nigam.
2	Morta Facility	300 TPD	Operational since July 2022 till June 2023. Total Fresh Waste received at site 5.65 lac ton out of which 5.56 lac ton has been processed till May 2024.	July-24	As per third party survey conducted by IIT Delhi Approx 10k MT was remaining as of 18 <sup>th</sup> May 2024 out of which approximately 4k MT has been processed and balance shall be processed in July (subject to rains) and subsequently the site shall be handed over.
3	Jagjivanpur Fresh Waste Processing Site II (adjacent to Site I)	3200 TPD	Site operational from July 2023. Total fresh waste generated in Ghaziabad is sent to this site currently as no other site available. The total fresh MSW sent over last one year is approx 6.5 Lac MT out of which approx. 3.3 lac MT has been processed. Since March 2024, new processing plant and machinery have been added that has increased the processing capacity to about 3200 TPD.	Daily Ongoing Processing	As per third party survey conducted by IIT Delhi, the fresh MSW remaining as of 18 <sup>th</sup> May was 3 lac cum. The total fresh MSW processed till 30th June is approx. 3.3 lac MT. The daily processing capacity has increased to 3200 TPD but during rainy season, the processing work is expected to get hampered.
	<b>Total</b>	<b>4,700 TPD</b>			



May 1, 2024 10:55:02 AM  
Mahmudabad  
Meerut Division  
Uttar Pradesh



01-May-2024 4:49:08 pm  
Mahmudabad  
Meerut Division  
Uttar Pradesh


आज दिनांक 15-02-2024 को समय 01 बजे अपरान्त कोषाध्यक्ष

नगर पंचायत निवाडी में अध्यक्ष महोदय जी अनिल त्वागी अध्यक्ष नगर पंचायत निवाडी को अध्यक्षता में बैठक की गई है बैठक में निम्नलिखित प्रस्तावों पर विचार किया गया।

प्रस्ताव नं० 1

उपलिखाड़ीकारी के आदेशानुसार नगर निगम गाजिपाबाद को ठोस सप्लाइट के लिए निरुत्कथित देने पर विचार।


सभी सदस्यों का प्रस्ताव था कि नगर पंचायत निवाडी में प्रस्तावित डामिंग ग्राउण्ड का प्रस्ताव नगर पंचायत निवाडी में जाया है इसका हम सभी सभासदों व नगर कांसिमी द्वारा पूर्ण रूप से विरोध करते हैं कि कस्बे में हजारों एकड़ पर आम के बागों को नष्ट किया जा रहा है इसका आप समस्त सभासद गण अपने ऊपर नहीं ले सकते हैं तथा हजारों बागवान किसानों और उनके परिवारों को खर्बाद होते नही देख रहे हैं कस्बा निवाडी आम उत्पादन का फिश्चमी उत्तर प्रदेश का सबसे बड़ा होंदा है जहाँ पर फलदार वृक्षों के अन्तर्गत भारत भर का फलदार वृक्षों को लगाने का लक्ष्य दिया जाता है जिसको हम सभी सभासदों व नगरवासी सहयोग से उस लक्ष्य को पूर्ण करते हैं तथा उत्तम समय-समय से देख रेख करते हैं कि क्षेत्र के अन्तर्गत जन्माधिक फलदार वृक्षों नष्ट पंचायत निवाडी के समीप अन्य गाव सारा, पाकड़, तपुर, भनी, रिसवाँडा और पुर नंगला मुसा जैसी गावों द्वारा विरोध किया गया है कि डामिंग ग्राउण्ड न बतवाये जाये ताकि हमारे क्षेत्र में फलदार वृक्षों को नष्ट न किया जाये। इसलिये समस्त सभासद गण क्षेत्रवासीयों के साथ मिलकर इरादा विरोध करते हैं कि गहा डामिंग ग्राउण्ड न बतवाये की जापीला करते हैं।

  
अध्यक्ष  
नगर पंचायत निवाडी  
जनपद गाजिपाबाद


1. सभी सदस्यों को सूचित किया जाता है कि नगर पंचायत निवाड़ी में उपजिलाधिकारी महोदयों के पत्रांक 2613/एस० टी० - एस० डी० एम० 2024 दिनांक 20-02-2024 के क्रम में श्री अनिल व्यागी जी अध्यक्ष द्वारा दिनांक 01/03/2024 को समय 2 बजे बौडि बैठक आयुक्त की गई है। वृत्तया निश्चित लिखित स्वयं समय पर उपस्थित होने का कष्ट करें।

(1) बैठक का सजेण्डा निम्नवत है।  
उपजिलाधिकारी महोदयों के आदेशानुसार नगर निगम गाजियाबाद को ठोरा आशुत के लिए निम्नलिखित भूमि देने पर विचार।

- 1) श्री अखिलेश्वर
- 2) श्रीमति वैशाली व्यागी
- 3) श्रीमति सुमन
- 4) श्री जगदीश
- 5) श्रीमि खवीना
- 6) श्रीमति बबीता
- 7) श्री विकास टागोर
- 8) श्री मांगेश्वर उर्फ मंगू
- 9) श्री राजकुमार
- 10) श्री नितीन बेसल

  
लिपिक  
नगर पंचायत निवाड़ी  
जनपद गाजियाबाद

इस सजेण्डा को लेकर मैं सभी सभासदों के पास किम्मा गया था सभी सभासदों ने हस्ताक्षर करने को मना कर दिया। सभी ने मे कथ कि हम इस प्रस्ताव को नहीं (अमल) करेगा।

  
पदा -

आज दिनांक 21/06/2024 को सकां 2 को उपरान्त कागज़िन  
 नगर पंचायत निवासी में कागज़िन संवेदनशील नगी नगी कागज़िन  
 लाला की वार्ड / लाला के निवासी की उपस्थिति में लाला  
 किताब गंगा ।

प्रस्ताव नं 1  
 सामा. सफाई व्यवस्था  
 पर विचार ।

वार्ड नं 7 के सभासद जी विकास ट्यागी  
 का प्रस्ताव था कि सफाई हेतु घर-घर  
 विच्छेद नहीं जाती है घर-घर विच्छेद  
 चाहिए । जो सफाई नगर मार्ग के दोनो ओर  
 सफाई होनी चाहिए ।

प्रस्ताव नं 2  
 पेयजल आपूर्ति एवं  
 जल निकासी पर विचार

वार्ड नं 7 के सभासद जी विकास  
 ट्यागी का प्रस्ताव था कि नगर पंचायत  
 में नये लाला लगवाये जायें व लाला  
 की सफाई करायी जाये ।

प्रस्ताव नं 3  
 पथ प्रकाश व्यवस्था पर  
 विचार ।

वार्ड नं 10 के सभासद जी नितीन  
 लाला का प्रस्ताव था कि नगर  
 पंचायत पथ प्रकाश हीन करावे हेतु  
 व लाला लाइटों के लिये टेन्डर प्रक्रिया  
 करवायी जाये ।

प्रस्ताव नं 4  
 कांठ गौशाला के निर्माण  
 हेतु विचार ।

वार्ड-7 के सभासद जी विकास ट्यागी  
 का प्रस्ताव था कि कांठ गौशाला  
 के निर्माण के लिये शासन को डी.  
 पी. 0 तैयार कर भेजी जाये व  
 कांठ गौशाला का निर्माण किया  
 जाये ।

प्रस्ताव नं 5  
 समस्त शमशानो घाटों के  
 सौंदर्यीकरण पर विचार ।

नगर पंचायत में चार शमशान  
 घाट हैं सभी सदरघो सभी शम-  
 शान घाट के सौंदर्यीकरण करने हेतु  
 अनुमोदन किया

प्रस्ताव नं 6  
 लालाओं के सौंदर्यीकरण  
 पर विचार ।

नगर पंचायत के सभी तालाबों  
 का सौंदर्यीकरण किया जाये व  
 बस सड़के के पास तालाब का पहले  
 सौंदर्यीकरण किया जाये इसके बाद  
 और तालाबों का सौंदर्यीकरण किया  
 जाये

DATE      18

पुस्तिका नं० ७  
 आवतकर व जल मूल्य पर विचार )  
 सभ्नी सदस्यों का पुस्तिका का  
 कि गृहकर 50% बढ़ाया जाये व  
 जल मूल्य 10 प्रति भाई बढ़ाया जाये


पुस्तिका नं० 8  
 अन्य पुस्तिका अध्यक्ष महोदय की अनुमति से )  
 1- श्री राजगुप्तार वाड नं० १ के सभ्ना  
 सद का पुस्तिका काया कि विवेक का  
 के मकान से शिव मन्दिर तक नाला  
 निर्माण काय किमा जाये व राज  
 सायुर्वेदिक की जगह बँक बनवाया  
 जाये।

2- श्री विकास व्यागी का पुस्तिका काया  
 कि जो डेकेदार निर्माण लेकर निर्माण  
 काय नही कर रहे है उनका डेन्डर  
 निरस्त कर डेन्डर प्रकिया डेन्डर  
 दोबारा होना जाये।

3- श्री नितिन बरसल का पुस्तिका काया  
 नगर पंचायत में बन्दर अधिक धातक  
 है उन बन्दरो को पकडवाया जाये

4- नगर पंचायत में नया बरत घर  
 बनवाया जाये श्रमि देरव कर कही  
 की बनाया जाये व पुराने बरत  
 घरों की मरम्मत कराया जाये।

5- साधुशासी अधिकारी महोदय का  
 पुस्तिका काया कि जिलाधिकारी महोदय  
 के पुत्र द्वारा नगर पंचायत निवाडी  
 में डम्पिंग ग्राउण्ड श्रमि दी जाये  
 जिसका सभ्नी सदस्यों न विरोध  
 किया व पंचायत के समीप गाँव  
 जैसे कि शेरपुर, पैगा, सारा, व अन्य  
 गाँव कि जनता की विरोध कर रही है  
 सभ्ना सदे सारा घे अवगत कराया गया  
 है।

  
 अध्यक्ष  
 नगर पंचायत निवाडी  
 जनपद गाजियाबाद

1. वाड नं० ५ श्री जगदीश सभ्ना सद के कार्य  
 श्रम श्रान्त घाट का सौन्दर्यीकरण व  
 समर सेविल पानी की टंकी व रून्नीक  
 लाईट लगाई जाये

**509** स्त सभासदगण नगर पंचायत निवाडी, गाजियाबाद।

दिनांक 15.02/2024

सेवा में:

श्रीमान जिलाधिकारी महोदय  
गाजियाबाद।

विषय:- नगर पंचायत निवाडी में प्रस्तावित डमिंग ग्राउण्ड के विरोध में दिनांक 15.02.2024 समय 01:00 बजे होने वाली बोर्ड बैठक का पूर्ण बहिष्कार के सम्बन्ध में।

महोदय,

निवेदन है कि नगर पंचायत निवाडी में प्रस्तावित डमिंग ग्राउण्ड का प्रस्ताव नगर पंचायत निवाडी में आया है उसका हग सभी सभासदगण व नगरवासियों द्वारा पूर्ण रूप से विरोध करते हैं कि करघें में हजारों हेक्टर आम के बागों को नष्ट किया जा रहा है इसका श्राप समस्त सभासदगण अपने ऊपर नहीं ले सकते हैं तथा हजारों बागवान किसानों और उनके परिवारों को बर्बाद होते नहीं देख सकते हैं। कसबा निवाडी आम उत्पादन का पश्चिमी उत्तर प्रदेश का सबसे बड़ा क्षेत्र है जहाँ पर फलदार वृक्ष को भारत सरकार द्वारा प्रत्येक वर्ष फलदार पेड़ों को लगाने का लक्ष्य दिया जाता है जिसको हम सभी समस्त सभासदगण व नगरवासी सहयोग से उस लक्ष्य को पूर्ण करते हैं तथा उनका समय-समय से देख रेख करते हैं ताकि क्षेत्र के अर्न्तगत अत्यधिक फलदार वृक्ष रहे। नगर पंचायत निवाडी के समीप अन्य गाँव सारा, याकूतपुर गवी, सिखेंडा, शेरपुर, नंगला गूसा की जनता द्वारा विरोध किया गया है कि डमिंग ग्राउण्ड न बनवाये जाये ताकि हमारे क्षेत्र में फलदार वृक्षों को नष्ट न किया जाये। इसलिए समस्त सभासदगण क्षेत्रवासियों के साथ मिलकर इसका विरोध करते हैं कि यहाँ डमिंग ग्राउण्ड न बनाने की अपील करते हैं।

सभासदगण

नगर पंचायत निवाडी

अख्तार

नगर पंचायत

इन्द्रापुरी भाग - 1

सभासद वार्ड नं०-1, निवाडी, गाजियाबाद

ARHAR

सभासद सुमान  
वार्ड नं०-03 नहेरापुरी  
नगर पंचायत निवाडी

सभासद

वार्ड नं०-07 माहनपुरी  
नगर पंचायत निवाडी

सभासद शिव

वार्ड नं०-08 शिवपुरी  
नगर पंचायत निवाडी

सभासद जगदीश कुमार

वार्ड नं०-04  
नगर पंचायत निवाडी

सभासद शशी

वार्ड नं०-06 इन्दिरापुरी  
नगर पंचायत निवाडी

सभासद

नगर पंचायत निवाडी

सभासद

वार्ड नं०-06 शंकरपुरी  
नगर पंचायत निवाडी

Rabita

सभासद राजकुमार  
वार्ड नं०-09 इन्द्रापुरी  
नगर पंचायत निवाडी

सभासद अशोक  
वार्ड नं०-10 कैलारापुरी  
नगर पंचायत निवाडी

12/02/2024

Date	
Page	

सभी सदस्यों को सूचित किया जाता है कि नगर पंचायत निवाडी के कार्यालय में श्री अनिता तमागी जी अध्यक्ष द्वारा दिनांक 12/02/2024 को समय 2 बजे बौडि बैठक आयुक्त की गई है। कृपया निम्न लिखित सूचन संमम पर उपस्थित होने का कष्ट करें।

बैठक का सजेडा निम्नवत है।

- (1) उपजिलाधिकारी के आदेशानुसार नगर निगम गाजियाबाद को ठोस अपशिष्ट के लिए निमुल्क भूमि देने पर विचार।

अध्यक्ष  
नगर-पंचायत-निवाडी  
जनपद गाजियाबाद।

- (1) श्री अख्तर  
(2) श्रीमति बंशाली तमागी  
(3) श्रीमति सुमन  
(4) श्री जवादीश  
(5) श्रीमति बन्वीना  
(6) श्रीमति बन्वीता  
(7) श्री विकास तमागी  
(8) श्री मांगेश्वर इफ्ते मंगू  
(9) श्री राजकुमार  
(10) श्री मिलिन बंसल
- अख्तर  
12-2-2024  
सुमन  
बन्वीना  
Bansal  
मंगेश्वर  
12/2/2024  
मिलिन बंसल 12-2-24

# सभासदों ने किया बोर्ड बैठक का बहिष्कार

## डंपिंग ग्राउंड की भूमि के प्रस्ताव के लिए बुलाई थी निवाड़ी नगर पंचायत की बोर्ड बैठक

**संवाद न्यूज एजेंसी**

गाजीपुर। डंपिंग ग्राउंड की भूमि के प्रस्ताव के लिए बुलाई गई कस्बा निवाड़ी नगर पंचायत बोर्ड बैठक का सभासदों ने बहिष्कार कर दिया। डंपिंग ग्राउंड के विरोध में सभासदों ने नारेबाजी करते हुए हंगामा किया। साथ ही चेतावनी दी कि डंपिंग ग्राउंड का निर्माण नहीं होने दिया जाएगा, अगर प्रस्ताव के लिए दबाव बना तो वह सामूहिक त्यागचक्र देंगे।

जिला प्रशासन ने गाजियाबाद का कुछ निम्तारण के लिए कस्बा निवाड़ी नगर पंचायत को पत्र लिखकर डंपिंग ग्राउंड बनाने के लिए 300 बीघा भूमि देने की मांग की है। बैठक का अध्यक्षता नगर



डंपिंग ग्राउंड के विरोध में नगर पंचायत कार्यालय का घेराव करते कस्बा वासी। संवाद

पंचायत अध्यक्ष अर्जुन लाली व मंचालिन एसडीएम न्यायिक व अधिशायी अधिकारी राजेंद्र कुमार ने किया। इस

दौरान सभासद वैशाली शर्मा, विनया लाली, मंगेश्वर, अरुण, सुभन, जगतेश चवीला, राजकुमार व विजय शीतल रहे।

### डंपिंग ग्राउंड के विरोध में घेरा नगर पंचायत

गाजीपुर। कस्बा निवाड़ी में डंपिंग ग्राउंड की स्थापना के विरोध में कस्बा निवाड़ी के निवासी नगर पंचायत कार्यालय का घेराव कर हंगामा मचाया। डंपिंग ग्राउंड के निर्माण के विरोध में सभासदों ने नारेबाजी करते हुए हंगामा किया। साथ ही चेतावनी दी कि डंपिंग ग्राउंड का निर्माण नहीं होने दिया जाएगा, अगर प्रस्ताव के लिए दबाव बना तो वह सामूहिक त्यागचक्र देंगे।

# टिकैत के किसानों कर किया प्रदर्शन

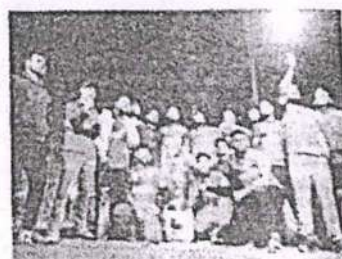
## हर्ट अलर्ट, हिरासत में लेकर कौशांबी थाने भेजा



कौशांबी थाने के नीचे धरने पर बैठे किसान। संवाद

### न्यूज डायरी

## महर्षि प्रीमियर लीग क्रिकेट के फाइनल में रोमांचक मुकाबला



नोएडा (वि)। महर्षि प्रीमियर लीग क्रिकेट के फाइनल में रोमांचक मुकाबला हुआ। नोएडा के खिलाड़ी ने अंतिम ओवर में महर्षि प्रीमियर लीग क्रिकेट के फाइनल में रोमांचक मुकाबला किया। नोएडा के खिलाड़ी ने अंतिम ओवर में महर्षि प्रीमियर लीग क्रिकेट के फाइनल में रोमांचक मुकाबला किया।

होता। अंतिम ओवर में महर्षि प्रीमियर लीग क्रिकेट के फाइनल में रोमांचक मुकाबला किया। नोएडा के खिलाड़ी ने अंतिम ओवर में महर्षि प्रीमियर लीग क्रिकेट के फाइनल में रोमांचक मुकाबला किया।

## गलगोटिया विवि को अकादमिक पेटेंट इनोवेटर्स में तीसरा स्थान

ग्रेटर नोएडा (वि)। गलगोटिया विश्वविद्यालय में मंचना एवं प्रौद्योगिकी के क्षेत्र में उत्कृष्टतम प्रदर्शन हासिल की है। विवि ने अकादमिक गतिशीलता और विद्यार्थियों के लिए शीर्ष 10 अकादमिक गतिशीलता में तीसरा स्थान हासिल किया।





# जाजियाबाद LIVE

## अपना शहर

# जिवाड़ी में इंपिंजा आउंड बनाने के विरोध में उत्तरे लीजा

### जिला प्रशासन ने नगर पंचायत से जमीन मांगी, जिजाधिकारी कार्यालय के पत्र के बाद नगर पंचायत ने कल बोर्ड बैठक बुलाई



जिजाधिकारी कार्यालय के पत्र के बाद नगर पंचायत ने कल बोर्ड बैठक बुलाई

**समाज के कर्तव्य है विरोध**

जिजाधिकारी कार्यालय के पत्र के बाद नगर पंचायत ने कल बोर्ड बैठक बुलाई। जिजाधिकारी कार्यालय के पत्र के बाद नगर पंचायत ने कल बोर्ड बैठक बुलाई। जिजाधिकारी कार्यालय के पत्र के बाद नगर पंचायत ने कल बोर्ड बैठक बुलाई।

**एड** नगर पंचायत में  
जिजाधिकारी कार्यालय के पत्र के बाद नगर पंचायत ने कल बोर्ड बैठक बुलाई। जिजाधिकारी कार्यालय के पत्र के बाद नगर पंचायत ने कल बोर्ड बैठक बुलाई। जिजाधिकारी कार्यालय के पत्र के बाद नगर पंचायत ने कल बोर्ड बैठक बुलाई।

**एड** जिजाधिकारी कार्यालय के पत्र के बाद नगर पंचायत ने कल बोर्ड बैठक बुलाई। जिजाधिकारी कार्यालय के पत्र के बाद नगर पंचायत ने कल बोर्ड बैठक बुलाई। जिजाधिकारी कार्यालय के पत्र के बाद नगर पंचायत ने कल बोर्ड बैठक बुलाई।

जिजात विभाग के अधिकारी जाजियाबाद का नाम मदरसा बोर्ड की परीक्षा में पाठों में स्वच्छता का अभिधान बनाना







# कार्यालय उपजिलाधिकारी मोदीनगर।

OFFICE OF THE SUB-DIVISIONAL MAGISTRATE MODINAGAR

पत्रांक: 26/3/एस0टी0-एस0डी0एम0/2024 दिनांक: 20-02-2024

-मोटिस-

अध्यक्ष,

नगर पंचायत निवाडी,

जनपद गाजियाबाद।

विषय:- ठोस अपशिष्ट प्रबन्धन हेतु भूमि उपलब्ध कराने के सम्बन्ध में।

कृपया नगर पंचायत निवाडी जनपद गाजियाबाद के पत्र सं0-278/न0प0 नि0/2023-24 दिनांक 17-02-2024 का संदर्भ ग्रहण करने का कष्ट करें, जिसमें ठोस अपशिष्ट प्रबन्धन हेतु भूमि उपलब्ध कराने के सम्बन्ध में निम्नलिखित भूमि को चयनित किया गया, जिसका विवरण निम्न प्रकार है:-

क0सं0	खसरा सं0	क्षेत्रफल (है0)	नौय्यत	विवरण
1	1500क	1.1630	ऊसर	मौके पर खाली है (उद्धरण खतौनी सलग्न)
2	1500ख	0.1390	नवीनपरती	मौके पर खाली है (उद्धरण खतौनी सलग्न)
3	1502	0.0630	बंजर	मौके पर खाली है (उद्धरण खतौनी सलग्न)
4	1504	0.2020	बंजर	मौके पर खाली है (उद्धरण खतौनी सलग्न)
5	1510	1.0370	ऊसर	मौके पर खाली है (उद्धरण खतौनी सलग्न)
6	15.11	0.4660	बंजर	मौके पर खाली है (उद्धरण खतौनी सलग्न)
7	25.17	2.0490	बंजर	मौके पर खाली है (उद्धरण खतौनी सलग्न)

उपरोक्त शासकीय भूमि का प्रस्ताव पारित किए जाने हेतु अधोहस्ताक्षरी के कार्यालय पत्र सं0-614/र0का0-मोदीनगर/2024 दिनांक 10-02-2024 व कार्यालय जिलाधिकारी महोदय गाजियाबाद के पत्र सं0-457/सात-डी0एल0आर0सी0/2023 दिनांक 29.01.2024 के क्रम में सूचित किया गया था।

आपके द्वारा कार्यालय के उपरोक्त पत्र द्वारा सूचित किया गया है कि दिनांक 15-02-2024 को बोर्ड बैठक में नगर पंचायत निवाडी के सम्मानित सदस्यगणों द्वारा भूमि देने विषयक प्रस्ताव पारित नहीं किया गया।

उक्त भूमि प्रस्ताव मा0 राष्ट्रीय हरित अधिकरण नई दिल्ली में योजित ओ0ए0 सं0-23/2023 जय श्री बसल वनाम पर्यावरण मंत्रालय एवं अन्य में पारित आदेश के क्रम में जनहित में भूमि प्रस्ताव पारित किया जाना है।

अतः एतद्वारा आपको सूचित किया जाता है कि आप जनहित में उपरोक्त भूमि का प्रस्ताव एक सप्ताह के अन्दर पारित कर उक्त प्रस्ताव इस कार्यालय को प्रेषित करने का कष्ट करें।

(डा0 पूजा प्रस्ता)

ज्वाइंट मजिस्ट्रेट / उपजिलाधिकारी,

मोदीनगर।

प्रतिलिपि:- प्रभारी अधिकारी (स्था0नि0)/कृते जिलाधिकारी गाजियाबाद को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।

2- अधिशासी अधिकारी नगर पंचायत निवाडी को आवश्यक कार्यवाही हेतु।

कार्यालय  
पत्रांक: 76/ सात-डी0एल0आर0सी0-2024

जिलाधिकारी,

मा0 एन0जी0टी0 प्रकरण/महत्वपूर्ण प्रकरण

गाजियाबाद

दिनांक: 28/6/24

नगर आयुक्त,  
नगर निगम,  
गाजियाबाद।

विषय:- ग्राम गालन्द व ग्राम पिपलहैडा में कुल 17.9084 हे0 अर्थात 44.25 एकड भूमि पर वेस्ट-टू-एनर्जी प्लान्ट (डम्पिंग ग्राउण्ड) बनाये जाने के समबन्ध में।


उपरोक्त विषयक के सम्बन्ध प्रमुख सचिव महोदय नगर विकास विभाग अगुभाग 5, उत्तर प्रदेश शासन, लखनऊ के शासनादेश संख्या 2221/नौ-5-18-352सा/2016 दिनांक 29.06.2018 का अवलोकन करने का कष्ट करें, जिसके बिन्दु संख्या 5(ii) (i) जिलाधिकारी की भूमिका एवं उत्तरदायित्व में उल्लेखित है कि जिलाधिकारी, राज्य नगर विकास विभाग के सचिव के साथ गहन समन्वय स्थापित करते हुए ठोस अपशिष्ट प्रबंधन नियम, 2016 के नियम 11 के उपनियम (एफ) के तहत ठोस अपशिष्ट प्रसंस्करण तथा निस्तारण इकाई सैनेटरी लैण्डफिल की स्थापना हेतु उपयुक्त भूमि उपलब्ध करायेंगे।

उक्त प्राविधान के दृष्टिगत हापुड में स्थित ग्राम गालन्द एवं ग्राम पिपलहैडा में नगर निगम गाजियाबाद को गाजियाबाद नगर के वेस्ट-टू-एनर्जी प्लान्ट (डम्पिंग ग्राउण्ड) लगाये जाने हेतु विगत वर्षों में कुल 17.9084 हे0 अर्थात 44.25 एकड भूमि उपलब्ध करायी गयी थी। जिसमें नगर निगम द्वारा विक्रय विलेख के माध्यम से कुल 4.509 हे0 अर्थात 11.142 एकड भूमि खरीदी गयी, अवशेष 33.1080 एकड भूमि नगर निगम को गाजियाबाद विकास प्राधिकरण के सहयोग से दान विलेख एवं विक्रय विलेख के माध्यम से उपलब्ध करायी गयी।

नगर निगम गाजियाबाद द्वारा इस स्थान पर कूड़ा डालने के लिए गाड़ियों को भेजे जाने पर गालन्द एवं उसके आस-पास के स्थानीय नागरिकों द्वारा डम्पिंग ग्राउण्ड बनाये जाने का पुरजोर विरोध किया गया। दिनांक 24.11.2021 को नगर निगम गाजियाबाद द्वारा ग्राम गालन्द स्थित डम्पिंग ग्राउण्ड की चाहरदीवारी करायी जा रही थी, तभी ग्राम गालन्द के 150-200 व्यक्तियों द्वारा डम्पिंग ग्राउण्ड की 08 फिट ऊँची एवं 180 मीटर लम्बी चाहरदीवारी को गिरा दिया गया था, जिसके सम्बन्ध में थाना पिलखुवा पर मु०अ०सं०: 641/2021 धारा 147/145/149/323/504/506/427/332/353 भादवि एवं पारा 3 सार्वजनिक सम्पत्ति नुकसान निवारण अधिनियम व धारा 7 अपराधिक कानून (संशोधन) अधिनियम बनाम कृष्णपाल सहित 34 व्यक्ति नागजद एवं अन्य 150-200 अज्ञात पंजीकृत कराया गया था। उपरोक्त तथ्यों को दृष्टिगत रखते हुए अपर पुलिस अधीक्षक, हापुड के साथ अपर जिलाधिकारी, हापुड को संयुक्त रूप से ग्राम गालन्द में स्थलीय निरीक्षण कर चाहरदीवारी का निर्माण कराये जाने के दौरान शान्ति-व्यवस्था बनाये रखने हेतु पुलिस बल / पीएसी की आवश्यकता के संबंध में स्थिति का आंकलन कर संयुक्त रूप से आख्या उपलब्ध कराये जाने हेतु पुलिस अधीक्षक हापुड द्वारा जिलाधिकारी हापुड को पत्राचार भी किया जा चुका है।

अतः शासनादेश संख्या 2221/नौ-5-18-352सा/2016 दिनांक 29.06.2018 के बिन्दु संख्या 5(ii) (i) एवं ठोस अपशिष्ट प्रबंधन नियम, 2016 के नियम 11 के उपनियम (एफ) के अनुपालन में जिलाधिकारी गाजियाबाद द्वारा तत्समय ही हापुड के ग्राम गालन्द एवं ग्राम पिपलहैडा में नगर निगम गाजियाबाद को गाजियाबाद नगर के वेस्ट-टू-एनर्जी प्लान्ट (डम्पिंग ग्राउण्ड) लगाये जाने हेतु कुल 17.9084 हे0 अर्थात् 44.25 एकड उपयुक्त भूमि उपलब्ध करायी जा चुकी है।


अतः यह पत्र आपको इस आशय से प्रेषित है कि ग्राम गालन्द व पिपलहैडा जनपद हापुड की उपलब्ध कराई जा चुकी भूमि पर वेस्ट-टू-एनर्जी प्लान्ट(डम्पिंग ग्राउण्ड) की स्थापना हेतु जिलाधिकारी हापुड से समन्वय स्थापित कर डम्पिंग ग्राउण्ड की स्थापित करना सुनिश्चित करें।

  
(इन्द्र विक्रम सिंह)

जिलाधिकारी,  
गाजियाबाद।

प्रतिलिपि:- 1. प्रमुख सचिव, नगर विकास, उत्तर प्रदेश शासन लखनऊ को सूचनार्थ एवं आवश्यक कार्यवाही हेतु सादर प्रेषित।

2. जिलाधिकारी हापुड को आवश्यक कार्यवाही हेतु प्रेषित।

  
जिलाधिकारी,  
गाजियाबाद।



Solutions

GHAZIABAD  
NAGAR NIGAM

(159)

## LEASE DEED

This lease deed is entered on this 14<sup>th</sup> day of October in the year two thousand and Nineteen

BETWEEN:

Nagar Nigam, Ghaziabad, Uttar Pradesh, PAN AAALNO127H (hereinafter referred to as "The Lessor") which expression shall unless repugnant to the context or meaning thereof includes its successors, administrators and assigns) of the First through Mr. Dinesh Chandra, Municipal Commissioner, Ghaziabad Nagar Nigam, District Ghaziabad, Uttar Pradesh, Aadhar: 4847 7491 8651 Mobile number - +91 8178016900; hereinafter referred to as "THE LESSOR".

AND

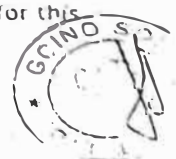
GCIND Solutions Private Limited, a Company Incorporated under "The Companies Act 2013 (Company Limited By Shares)" with Registration Number - 353627 and having its registered Office at Regus Elegance, 2F, Elegance, Jasola District Centre, Old Mathura Road, New Delhi 110025, (hereinafter referred to as "Company") which expression shall unless repugnant to the context or meaning thereof includes its successors, administrators and assigns of the Second Part through Director Mr Theodorus Gerardus Wilhelmus Gieling, Passport Number BKCBCKF48 Mob. +31- 622803513 hereinafter referred to as "THE LESSEE"

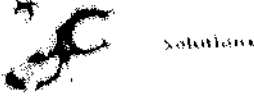
WHEREAS THE LESSOR is the Government agency and rightful owner and is in possession of the piece of Non Agricultural land bearing Gata Numbers and hand drawn maps authorised by the Lessor included in Annexure A with total area ad-measuring 12.1099 Hectares or 121099 Square Meters situated at; address of the proposed site location village Pipalhed and village Galand in Ghaziabad and registered in the revenue record at Survey numbers more particularly described in the schedule given in Annexure A, (hereinafter called to and referred to as "The demised premises"). THE LESSOR shall provide certified copy of all the documents related to Demised Premises along with its English translation to THE LESSEE;

AND WHEREAS THE LESSEE is a company involved in business of processing and provide services of Integrated Waste management.

AND WHEREAS THE LESSEE have been selected to set up and run an Integrated waste to Energy (WTE) plant at Ghaziabad with a daily capacity of around 2300 tons solid waste and generate around 50 - 60 MW of power to be exported to the grid under a Power Purchase Agreement on Public Private Partnership model (the "Partnership Declaration" attached hereto as Annexure B) and the Memorandum of Understanding between the State Government of Uttar Pradesh and the Government of The Netherlands (attached as Annexure C). The Department of Urban Development, Government of Uttar Pradesh has issued the Letter of Acceptance dated 05.11.2018 (attached as Annexure D). The Lessee has accepted the offer confirmed it vide letter dated 20.11.2018 (attached as Annexure E). The Lessee requires adequate land for installation of Waste to Energy Plant (WTE) and for this

*Dinesh Chandra*





GHAZIABAD  
NAGAR NIGAM

purpose Lessee requires an adequate area of land for setting up its plant. Upon the request of THE LESSEE, THE LESSOR has identified the land fulfilling requirement having approval for setting up WTE plant and has offered to grant lease of the said demised premises, which THE LESSEE has agreed to take on lease based in representation of THE LESSOR that the Demised premises is suitable for the purpose of setting up WTE project. The Lessee will obtain the necessary environmental clearance and other statutory clearances required. The Department of Urban Development, Government of Uttar Pradesh will facilitate the Lessor in obtaining necessary clearances.

AND WHEREAS THE LESSOR represents and warrants that it has obtained all approvals from the relevant government bodies, the provincial/municipal authorities and all other applicable government agencies or bodies, needed for lessee to lawfully enter into this Lease Agreement.

AND WHEREAS based upon above representation THE LESSOR has offered to lease out the Demised Premises to the Lessee, and The Lessee has agreed to take the Demised Premises on lease from THE LESSOR for the consideration, rent and terms & conditions hereinafter detailed.

Within 5 months from the date of signature of this agreement the LESSOR shall obtain ownership of following land around the coloured land as represented in Annexure A, and will as an addendum to this agreement include this in the lease according to this agreement.

THEREFORE The LESSOR doth hereby demise on THE Lessee the open demarcated land admeasuring 121082 Square Meters (being part of gata numbers as mentioned in Annexure A) of the Lessor's land situated at; address - village Pipalheda and village Galand, Ghaziabad together with the right to use the land, water, drainage together with the right for the Lessee, its servants, employees, visitors and all other persons authorised or permitted by the lessee to use the Demised Premises and to hold the said Demised Premise unto the lessee for a period and considerations mentioned hereinafter:

1. Tenancy period:- The lease will be for a period of Thirty years commencing from the date of signing of this Demised Premises by the Parties.
2. That the annual rent of the said Lease Deed has been agreed to be Rs. 1/- per Square Meter i.e. Rs. 1,21,082/- (Rupees One Lakhs Twenty One Thousand and Eighty Two) per year.
3. The Lease rent shall be paid by the Lessee to the Lessor after execution hereof every year, in advance in the first week of month January
4. That the Lessor hereby confirms that the Lessee shall use the said Demised Premises for the purpose of this Project of Installation and running of Waste to Energy Plant (WTE) and produce power from that for a capacity of around 60 MW.

*Handwritten signature*



<http://www.rajnagar.gov.in>

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Signature

The Lessor rec  
purpose of sec  
clearance of the  
and THE LESS  
clearance of the

आवेदन सं: 201901015012495

पट्टा अनुबंध विलेख

पट्टी सं: 1

रजिस्ट्रेशन सं: 9664

वर्ष: 2019

पट्टिकर: 0 रदाभ्य शुल्क - 29100 साजारी मूल्य - 0 धंजीकरण शुल्क - 14540 प्रतिनिधिकरण शुल्क - 220 योग : 14760

श्रीमती जी सी इन्द्र सोल्यूशंस प्रा लि द्वारा

अदिती अम्बादास दत्त, अधिकृत पदाधिकारी/ प्रतिनिधि,

पत्नी श्री रिशंक कोल्

व्यवसाय - अन्व

निवासी: 320 सेंक्टर 21 भी निवाड जीचा स्कूल फर्दाबाद हरियाणा



*Aditi*

श्रीमती, जी सी इन्द्र सोल्यूशंस प्रा लि

द्वारा

अदिती अम्बादास दत्त,

अधिकृत पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनांक

19/11/2019 एवं 02:06:25 PM बजे

निर्दिष्ट हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

हरेन्द्र सिंह प्रभारी

उप निबंधक, रोड नगर

हाथ

19/11/2019

पम्पुलेयुता -

निबंधक सिविक



solutions


**GHAZIABAD  
NAGAR NIGAM**

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The Lessor represents and warrants that the said Demised Premises is suitable for the purpose of setting up WTE further all the preliminary approval including environment clearance of land to set up WTE shall be obtained by THE LESSEE. Lessee shall obtain and THE LESSOR shall cooperate in obtaining the necessary permissions and clearances for implementation and running of the project at their own cost and ensure renewal/keeping alive the permission (s) and license (s) required for the purpose. In case of any default or breach of any terms of any license or permission, the Lessor shall not be responsible for any direct or indirect consequences unless such default or breach is attributed to THE LESSOR.

5. That the Lessor warrants and represents that the demised premises is free from pollution, unexploded ordinances and environmental damage as well as any occupants
6. That the said Demised Premises shall be exclusively used and utilized by The Lessee for the purpose of establishment and running of the Project mentioned above and shall not be used for any other activity. Lessor shall deliver exclusive and lawful possession to lessee of the entire site on signing of this Lease Deed.
7. That the Lessee party shall not be allowed or entitled to mortgage the said Demised Premises or lease hold rights or to create any kind of encumbrance over the Demised Premises granted under this Lease Deed.
8. That the Lessor hereby shall ensure that the Demised Premises has round the clock electricity supply of appropriate load as may be required for WTE plant and the Lessee shall be provided electricity connection by the Lessor (including the supply of electricity to the grid), for the capacity/load required for running of the Waste Energy Plant and allied activity from the Electricity Department and the Lessee shall be liable to pay all charges for electricity actually consumed by the Lessee during the occupation and calculated as per the readings recorded by the respective meters installed in the Demised Premises (as referred to the Letter of Acceptance annexed hereto as Annexure D).
9. That the Lessor hereby shall provide the Lessee with 24 hours water connection from competent authority and Lessee shall be entitled to install Jet Pump/ Submersible Pump and overhead tank with pipe lines and also underground / semi underground water storage tank as may be required to comply with the norms of fire safety or any other law in force or as per the needs of the business of Lessee (as referred to the Letter of Acceptance annexed hereto as Annex D). The same facility shall be made available for and also for the drainage connection system.
10. That the Lessor shall grant all rights of way, provide road access, air, streetlight, drainage, sewer and privy and other easements appertaining to the Demised Premises (as referred to the Letter of Acceptance annexed hereto as Annexure D).



http://www.npr.gov

2163

11. That the Lessee the Demises in Building laws etc. the Demisee Pre-ercise its rights

आवेदन सं०: 201901015012-495

पृष्ठी सं०: 1      रजिस्ट्रेशन सं०: 9664      वर्ष: 2019

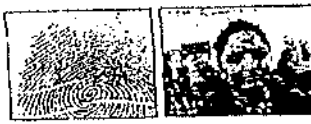
निष्पादन लेखपत्र वाद सुनने व समझने मजसुम व प्राप्त धनराशि रु प्रलेखानुसार उक्त पददा दाता: 1

श्री नगर निगम गाजियाबाद के द्वारा भोलानाथ गौतम स्वयंसेवक अधीक्षक, पुत्र श्री मुंशी लाल गौतम निवासी: फ्लैट नम्बर 4 तुलसी मार्केट काला आम युवन्दधारक व्यवसाय: अन्य



पददा गृहीता: 1

श्रीमती जी सी इन्ड सोल्यूशन प्रा लि के द्वारा अदिति अग्रवाल टेलर, पत्नी श्री रिशोक कौल निवासी: 320 सेक्टर 21 वी निकट जीवा स्थल फरीदाबाद हरियाणा व्यवसाय: अन्य



ने निष्पादन स्वीकार किया। जिनकी पहचान पहचानकर्ता: 1

श्री प्रमोद कुमार, पुत्र श्री चंशी धर राम निवासी: विश्वास खंड गोमली नगर लखनऊ व्यवसाय: अन्य पहचानकर्ता: 2



श्री राम राम, पुत्र श्री वैरा राम निवासी: प्रताप विहार गाजियाबाद व्यवसाय: अन्य



रजिस्ट्रेशन अधिकारी के हस्ताक्षर

न की: प्रत्यक्षत मद्र साक्षियों के निगमन अगले निचकागुमर लिए गए है। देखायी:

होमर सिंह प्रभारी 30 दिवसक: मौलाना



11. That the Lessee is hereby authorized by Lessor to carry out all construction works on the Demised Premises, in accordance with the submitted project proposal and the building laws. Lessee may renovate the leased structures, demolish the buildings on the Demised Premises and reconstruct it in order to carry out its obligations and exercise its rights under the partnership declaration.
12. The erected buildings and all works and developments carried out by the Lessee or its legal successors will remain the property of Lessee to the extent permitted by Law, during the Lease period of this Lease Deed.
13. That the Lessee shall pay the applicable water Tax and other taxes in respect of the Demised Premises to the concerned authority directly from the date of taking possession of the Demised Premises till the date the Demised Premises is handed over by THE LESSEE to THE LESSOR.
14. Subject to Clause-4 of this Lease Deed the Lessor represent that it shall ensure necessary consent for obtaining any statutory permission to be obtained from any Government or Semi Government department/institution, with respect to Land The Demised Premises.
15. That the Lessor represents that it shall ensure support and agree to sign all the requisite documents/approval/ no objections required by THE LESSEE to set up and initiate operation of the WTE plant.
16. That the Lessee shall not sublet the Demised Premises or any part thereof to any person/ institution without the consent in writing of THE LESSOR Save and except a Group Company of THE LESSEE or in case of the Assignment of its business by THE LESSEE to its Assignee.
17. That the Lessee shall allow the Lessor or its authorised representative to enter the Demised Premises for the purpose of inspection after the prior written intimation of 48 hours to THE LESSEE which the Lessee shall not object in any manner. Such an inspection visit will be subject to safety norms of the waste to energy plant.
18. That the Lessee shall enjoy the peaceful possession of the Demised Premises upon handover of the Possession of the premises during the period of Lease without any interruption by the Lessor and shall pay the rent punctually to the Lessor.
19. Either Party shall have a right to terminate the Lease Deed by a notice period of 30 days in case of a material breach of any terms of this Lease Deed by THE OTHER Party (i.e Lessor or Lessee, as the case may be.)

*Dinesh*



Solutions


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 GHAZIABAD  
 NAGAR NIGAM

20. That the LESSEE shall be free to terminate the agreement in case the LESSOR fails to provide the lessee the necessary waste material for the running of plant as per the Waste Supply agreement. In that case, the LESSOR will have no legal claim on the Lessee.
21. That if the plant/project does not get the necessary Environmental clearance from the concerned department, or the LESSEE is not able to conclude a PPA at conditions that ensure feasibility of the project, the LESSEE shall be free to terminate this Lease Deed, the LESSOR will not impose any penalty on the Lessee. In that case, LESSOR shall not have any legal claims over the LESSEE.
22. That the LESSOR shall secure the Demised Premises at its perimeter with an adequate fencing or compound wall, and thereafter the secured land shall be handed over to the LESSEE.
23. THE LESSOR represents and warrants that the Demised Premises is encumbrance free and there are no mortgages, liens or security interests on the site other than those created pursuant to this Lease Deed and there is no litigation pending in respect of Demised Premises in any court or statutory authorities.
24. THE LESSEE shall be at liberty to assign its rights and obligations under the Lease Deed to its group company, any other entity or any other third party entering into arrangement with THE LESSEE to operate from the Demised Premises. The right and obligation under the Lease Deed shall stand assigned to the group company, any other entity or the third party and such group company, other entity or third party shall continue to fulfil the conditions in accordance as per the Lease Deed.
25. The Agreement shall be governed by laws of India and all parties submit themselves to the jurisdiction of the Courts in India.
26. All or any disputes arising out of or touching upon or in relation to the terms of this Lease Deed including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereto for the time being in force. The arbitration proceedings shall be held at an appropriate location in Lucknow by a Sole Arbitrator who shall be appointed jointly by the Parties and whose decision shall be final and binding upon the Parties.
27. THE LESSOR shall upon expiry of Lease Deed shall first offer the right to enter into a fresh Lease Deed at similar conditions in order to continue its operations to THE LESSEE and if THE LESSEE rejects such offer then THE LESSOR shall be at liberty to approach third party for entering into Lease Deed of Demised Premises for purpose specified herein above.

 प्रदा .....  
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GHAZIABAD  
NAGAR NIGAM

28. The Lessee shall hand over the possession of the Demised Premises to the Lessor after the term of Lease is expired or sooner if the lease is terminated by the lessee after giving three months' notice in advance of their intention of doing so. In either case the Lessee will be entitled to remove their constructions, machinery, equipment and other article moveable or fastened or affixed or embedded to the earth in such a manner that no loss or minimum loss/damage is caused to the Demised Premises and as far as practically possible such damages shall be made good by the Lessee.
29. Either party shall not be held responsible for any consequences or liabilities under this Lease Deed if it is prevented in performing its obligations by reason of laws or regulations, action by any Government or local body or other authority to as far as beyond the control of the party, or due to reasons of force majeure which may include but not limited to riots, insurrection, war, terrorist action, acts of God and unforeseen circumstances beyond its control. Upon happening of the any such force majeure event, either party would inform the other party of such event within a period of 30 days from the date of Such event. Upon abatement of such event, either party would inform the other party about cessation of the same.
28. The cost by way of stamp duty and registration charges in respect of the Lease Deed will be borne by the Lessee.



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GHAZIABAD  
NAGAR NIGAM

Solution

Village	: Pipalheda and Galand
Gata Number	: Mentioned In Annexure A
Detail of Property	: Mentioned in Annexure A
Lease period	: 30 years
Average Monthly rent	: 10,090 INR
Average Annual rent	: 121082 INR
Valuation of document	:
Stamp duty paid on Original	:

Leased Property Map with clear boundaries

East	: Galand Village
West	: Upper Ganga Canal
North	: Temple and Nandram road joining the Delhi-Meerut Expressway
South	: Upper Ganga Canal

Calculation chart for stamp duty

Done

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GHAZIABAD  
NAGAR NIGAM

IN WITNESS WHEREOF the LESSOR and LESSEE have signed this agreement on the day,  
month and year mentioned above.



*Dinesh*  
14/10/2019

SIGNED AND DELIVERED BY  
(The Lessor) **डिनेश चन्द्र**  
Mr. Dinesh Chandra **आर.ए.एस.**  
Municipal Commissioner, Ghaziabad Nagar Nigam,  
Uttar Pradesh.



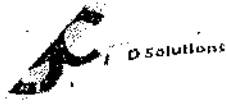
*[Signature]*  
GOND SOLUTIONS PVT. LTD.

Director



SIGNED AND DELIVERED BY  
(The Lessee)  
Mr. Theodoros Gerardus Wilhelmus Goding





GHAZIABAD  
NAGAR NIGAM

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In presence of Witness

1) Name of Organisation *Dutch Government*

Name *Henk Over*

Title *Water Grant*

Signature



*21/12/2005*

① *Ram Ratan*  
*S/O Bag Raj*  
*E-599 D, Postapuri*  
*Ghaziabad*

2) Name of Organisation *ML WORKS*

Name *ARTHUR VAN LEEUWEN*

Title *MANAGER PROGRAMMES AND OPERATIONS*

Signature

3) Name of Organisation *Municipal Corporation Ghaziabad*

Name *Premod Kumar*

Title *Addl. Commissioner*

Signature



*As Witness*  
*G.IND*  
*G. TILAK*  
*DIRECTOR*



होस अपशिष्ट प्रबन्धन योजना हेतु नगर निगम गाजियाबाद को उपलब्ध करायी गई भूमि का विवरण

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(क) दान पत्र के माध्यम से उपलब्ध करायी गई भूमि -

ग्राम का नाम	क्रम सं०	खसरा सं०	उभियग पाउन्ड हेतु प्राप्त किया गया क्षेत्र (हे० मी)	दान विलेख निष्पादन की तिथि
ग्राम - पिपलेठडा	1	765	0.6160	03.05.2017
	2	767	0.3050	
	3	768	0.7150	
	4	774	0.2810	
	5	775	0.1880	
	6	778	0.4840	
	योग		2.8670	
ग्राम - गालन्द	1	1689	0.6180	
	2	1664	0.6450	
	3	1850	0.2560	
	4	1669	0.2580	
	5	1680	0.3310	
	6	1680	0.2700	
	7	1076	0.3790	
	8	1678	0.4309	
	9	1674	0.1260	
	10	1672	0.1860	
	11	1673	0.4100	
	12	1676	0.3790	
	13	1685	0.1770	
योग		4.6659		
महायोग		7.3329 हे०		

(ख) विक्रय विलेख के माध्यम से उपलब्ध करायी गई भूमि -

ग्राम का नाम	क्रम सं०	खसरा सं०	उभियग पाउन्ड हेतु प्राप्त किया गया क्षेत्र (हे० मी)	दान विलेख निष्पादन की तिथि
ग्राम - पिपलेठडा	1	760	0.6300	30.08.2019
	2	761	0.8180	
	3	762	1.0640	
	4	763	1.5420	
	5	769	1.0290	
	योग		4.7777 हे०	

- दान विलेख के माध्यम से उपलब्ध करायी गई भूमि - 7.3329 हे० अर्थात् 16.119 एकड़
- विक्रय विलेख के माध्यम से उपलब्ध करायी गई भूमि -- 4.7777 हे० अर्थात् 11.000 एकड़  
कुल हस्तांतरित भूमि - 12.1099 हे० अर्थात् 28.920 एकड़

पता: .....

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Kingdom of the Netherlands



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### PARTNERSHIP DECLARATION

This partnership declaration is made between State Government of Uttar Pradesh, duly represented by its Principal Secretary, Department of Urban Development and the Project Director; State Project Management Group - National Mission on Clean Ganga) Mr. Manoj Kumar Singh (hereinafter referred to as "GoUP")

and

Government of The Netherlands, duly represented and acting through the Manager Projects and Operation, Netherlands International Works, under The Netherlands Enterprise Agency, Mr. Arthur van Leeuwen (hereinafter referred to as "Government of NL"), jointly referred to as "partners".

#### Taking into account

- a) the Memorandum of Understanding signed on 14<sup>th</sup> of July 2016 between State Government of Uttar Pradesh and Government of The Netherlands covering collaboration in the fields of solid waste management, water management, sewage and effluent treatment, governance structures and other areas of common interest (ANNEXURE 1); and
- b) the proposed Waste to Wealth resources recovery concept for Ganga and Hindon rejuvenation as laid down in attached background note (ANNEXURE 2); and
- c) the outcomes of recent conversations between the Chief Secretary of Uttar Pradesh, Principal Secretaries of relevant departments of GoUP and delegates of the Government of The Netherlands and private sector parties on 13<sup>th</sup> of April 2018 and 4<sup>th</sup> of May 2018 respectively (ANNEXURE 3);

the partners hereby confirm their mutual interest to jointly develop a public-private program to clean up Hindon and other parts of Ganga basin, starting with feasibility studies for several bankable Waste-to-Wealth projects in the Hindon river basin.

For this purpose, the partners agree to establish a joint technical working group:

- A. Purpose of the working group is to guide the (pre-) feasibility phase of initial Waste-to-Wealth projects and jointly design a wider public-private program to scale up the efforts with the aim to clean pollution in the Hindon and other parts of the Ganga basin.
- B. The working group will be chaired by the Principal Secretary for Urban Development and Clean Ganga of the GoUP. Other members from UP government to be appointed by Chief Secretary. Key players will include the Manager Projects and Operation of Netherlands International Works (Government of NL), CEO of GC International and other representatives of Dutch government and Dutch/Indian private sector.



Kingdom of the Netherlands



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- C. Bi-annual meetings will be held at high level to guide and steer the public-private program development and implementation. Regular meetings will be held at operational level as and when required to ensure swift progress.

Furthermore, partners agree on following points:

- a) The Dutch public and private parties jointly offer the UP Government to clean solid and liquid waste at Hindon and Ganga towns through innovative bankable business models and technology for Waste to Wealth projects. Initial projects with an estimated investment amount of up to 200 million Euros (equal to INR 1,600 crore) are proposed to focus on waste management solutions for the towns of Ghaziabad and Muzaffarnagar, potentially extended later to (Greater) Noida and/or other locations in the Hindon basin;
- b) The Government of The Netherlands is partnering with a consortium of companies led by GC International, including Nijhuis Industries Holding, Trinity Natural Gas Pvt. Ltd., Siemens India and other partners, and will support provision of concessional loans and to the extent possible grants/subsidy to the units. To conduct feasibility studies on above mentioned project sites followed by design and implementation of Waste to Value (W2V) plants by the consortium;
- c) The feasibility studies will be a product of cooperation between the GoUP, The Government of NL and the consortium of companies. This cooperation will only become successful and lead to investments if the partnership can operate under a certain exclusivity, to be granted by the GoUP. The Waste-to-Wealth plants will be designed, installed and operated based on viable business models without investments from Uttar Pradesh or the Government of India
- d) The GoUP will assist to access available data related to above project locations and facilitate partners of the consortium to interact with relevant parties, including officers of government department and agencies;
- e) Required permissions and no-objections will be provided by GoUP and local authorities as per applicable rules and regulations;
- f) Required land will be made available on mutually agreed terms and conditions for setting up the projects based on the feasibility study as well as discussions between the working group partners;
- g) Solid and liquid waste streams will be ensured by UP State and local authorities from respective urban / industrial areas to the project site / plant (amounts, locations and transportation means to be specified through feasibility study);
- h) Power generated by the Waste-to-Wealth plants as designed, built and operated by the private consortium will be bought by UP State Electricity Board against rates and for minimum period to be jointly negotiated between them.
- i) The Detailed Project Reports for the projects envisaged should be prepared expeditiously and the same should be implemented in a time bound manner.

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 .....



Kingdom of the Netherlands



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Additional agreements may be required to be signed between private parties and GoUP to specify negotiated terms and conditions for the Waste to Wealth projects.

Undersigned are fully aware that the signature of this Partnership Declaration is not legally binding to each other, but rather represents the interest and intention to enter into a collaborative relationship for the purpose of furthering common interests and collective efforts.

**GOVERNMENT OF UTTAR PRADESH**

Name: Shri. A. K. Singh  
Title: Secretary, Environment & Forests Deptt., Govt. of U.P.

**GOVERNMENT OF THE NETHERLANDS**

Name: E.M.C. van Kesteren  
Title: Managing Director

**WITNESSED BY:**

**HAZIABAD NAGAR NIGAM**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MUZAFFARNAGAR NAGAR PALIKA**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EMBASSY OF THE NETHERLANDS IN NEW DELHI**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*[Handwritten signature]*



Memorandum of Understanding

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The Government of Uttar Pradesh acting through, Sri Deepak Singhal, Chief Secretary and Industrial Development Commissioner (hereinafter referred to as "GoUP")

And

The Netherlands Government acting through the Embassy of the Netherlands, New Delhi, India through H.E. Alphonsus Stoeltinga, Ambassador of the Netherlands to India (hereinafter referred to as "Government of the Netherlands");

Hereinafter collectively referred to as Parties;

Have reached the following understanding:

**Article 1: Objective of MoU**

The objective of this MoU is to strengthen the collaboration between the GoUP and Government of the Netherlands on the basis of equivalence and mutual benefit, taking into account the practical needs of the Parties.

**Article 2: The Parties agree to cooperate in following areas:**

- i. Solid Waste Management (Inclusive of Municipal and Hospital Waste);
- ii. Spatial planning, Urban and regional planning, city development plan and Infrastructure;
- iii. Water management in terms of water supply, sanitation and governance structures including Restoration of water bodies;
- iv. Mobility planning, transport management and transport systems and Infrastructure;
- v. Energy-efficiency both in industry and built up environment;
- vi. Sewerage and Effluents treatment;
- vii. Reclamation of 1500 acres of land in Ganga Basin at Kanpur;
- viii. Agriculture, Dairy and Horticulture;
- ix. Development of Smart Cities in Uttar Pradesh
- x. Cultural heritage and
- xi. Cycle tracks infrastructure development in various cities of Uttar Pradesh.

*[Signature]*

*[Signature]*



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ANNEX - METHODS OF COOPERATION -

The methods of cooperation by the Parties to the MoU may include:

- i. Promoting mutual participation in relevant projects and programmes;
- ii. Stimulating development and exchange of capacity building programs/training, exchange of training groups and other activities for the purpose of academic and applied research and training;
- iii. Promoting the exchange of knowledge and expertise through meetings, conferences, workshops and exposure visits etc. and sharing best practices in the fields, mentioned in Article 2 above;
- iv. Promoting the exchange of educational trips and experts;
- v. Stimulating activities to promote development and exchange of knowledge and expertise and/or
- vi. Promoting public private partnerships.

IN WITNESS WHEREOF the duly authorized representatives of the Parties have signed this MoU on this 14<sup>th</sup> day of July 2016 in two originals in the English language.

5 - This Memorandum of Understanding shall remain in force for a period of 03 (three) years unless terminated earlier by either Party by giving at least 03 (three) months advance notice to other.

Signatory: \_\_\_\_\_

H.E. Alphonstis Stoeltinga  
Netherlands Ambassador to India  
For and on behalf of  
"Government of the Netherlands"

Signatory: \_\_\_\_\_

Deepak Singhal,  
Chief Secretary  
For and on behalf of  
"Governor of Uttar Pradesh"

Witnesses - Name & Address

Michael Barkley  
Netherlands Embassy  
New Delhi  
Deepak Singhal  
Chief Secretary  
Uttar Pradesh

Witnesses - Name & Address

1. Kamsham Verma, Lucknow  
2. Sanjiv (G. S. ANVEEN KUMAR)

Deepak Singhal





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**Extension of Memorandum of Understanding  
Between**

**The Government of Uttar Pradesh  
and**


**The Netherlands Government through the Embassy of the Kingdom of the  
Netherlands in New Delhi**


In pursuance of the Memorandum of Understanding signed on 14<sup>th</sup> July 2016 between the Government of Uttar Pradesh and the Government of The Netherlands through the Embassy of the Kingdom of the Netherlands in New Delhi, the objective of this MOU is to strengthen the collaboration between the Government of Uttar Pradesh and the Government of the Netherlands on the basis of equivalence and mutual benefit and taking into account the practical needs of the parties.


The validity of the existing MOU was up to 13<sup>th</sup> July 2019.


Considering the ongoing activities and the felt need of continuing cooperation between both the Parties to the MOU, it has been jointly decided and recommended that the MOU in its entirety be extended beyond 13<sup>th</sup> July 2019 for a further period of 5 Years i.e. till 13<sup>th</sup> July 2024.

In witness thereof, being duly authorized by their respective Authorities, the parties affix their signatures below

Signatory:   
H.E. Marten van den Berg  
Netherlands Ambassador to India  
For and on behalf of  
"Government of The Netherlands"

Signatory:   
Dr. Anup Chandra Pandey  
Chief Secretary  
For and on behalf of the  
"Government of Uttar Pradesh"

  
H.E. Consul

  
R.K. SINGH  
Pr. Secy. Industrial Development  
Govt

  
Director



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**Department of Urban Development  
Government of Uttar Pradesh**

Date: 5<sup>th</sup> November, 2018

To,

**M/s GC International**  
H.N. 320, Sector 21B,  
Faridabad, Haryana - 121003  
e. mail: utu@gc-bv.com


AND

**Honorary Consul of the Kingdom of the Netherlands**  
620, Cyber Heights, Vibhuti Khand, Gomti Nagar,  
Lucknow-226010  
e. mail: nlconsulate.lucknow@gmail.com

**Subject: Letter of Acceptance to Set up Waste to Energy Plant at Gaziabad- NOIDA and Muzaffarnagar, Uttar Pradesh.**

The State Government organised Investors Summit at Lucknow on 21-22 February, 2018. In above summit, representatives of various industries expressed their interest in making investment for the purpose of setting up of waste to energy plant for processing of municipal solid waste in the State, provided land is made available to them on long term lease and there is assured supply of municipal solid waste. The Government considered the above proposals and notified the "Uttar Pradesh Solid Waste Management Policy" vide G.O. No 2221/Nine-5/18 352Sa/2016, dated 29-06-2018.

2. The Policy provides for private participation and investment in solid waste management (collection, segregation, transportation, processing and disposal). The Policy has a provision that "in cases where any proposal from private Entity / Investor / NGO / Organization is received in the Government / Directorate or Urban Local Body for solid waste management activities in any Urban Local Body (ULB) or group of ULBs in the State, without asking for any financial assistance, whether one time or recurring and the private investor or above mentioned categories of entities' requirement is only the land on long term lease (25-30 years) and the solid waste from the Urban Local Body, then in such cases, the proposal will be scrutinized by the State

11/11/2018  
Dinesh  


Committee constituted for the purpose of appraising the Public Private Partnership projects and permissions for implementation of the project will be granted based on the recommendations of the Committee by the authority competent to approve the grant of long term lease of the ULB land at the rate of one rupee per square meter annually. The approval for the lease of the land will be with the following mandatory conditions: (i) The land required for the implementation of the project available with the ULB will be given on lease with the lease rent of Rs.1 per sq.mt. per year; (ii) the land assigned to the developer would not be used for any other activity except for approved project activities; (iii) the project proponent is not allowed to mortgage the land; (iv) access road / electricity / water / streetlight / drainage / sewer will be provided by the ULB up to the Plot. The developer will be entitled to sale or charge for the products and by-products produced in the process of solid waste management."

3. In pursuance of the above policy objectives, Construction & Design Services, Uttar Pradesh Jal Nigam, Lucknow invited proposals from the willing parties through an open tender notice published through its Letter No. 383/GM N-8/ Karya 11/87 Dated 05/07/2018.

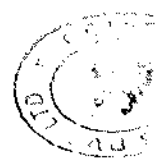
4. M/s GC International, Consulate – Kingdom of the Netherlands has participated and submitted their proposal for establishing waste to energy plant at Ghaziabad-Noida and Muzaffarnagar. The Public-Private-Partnership projects Bid Evaluation Committee (PPPBEC) has gone through the presentation made by your company on 14.09.2018 and after due considerations has recommended the project for implementation. The Competent Authority has approved the proposal.

5. Terms and Condition for Implementation of the Project:

- a. Your company has been assigned to set up the plants in Ghaziabad and Muzaffarnagar city.
- b. The Company need to co-ordinate with the respective Local Authority (Urban Local Body) for identification and finalization of the site / land for the setting up and operation of the plant.
- c. Once the Land is identified, the proposal for lease deed of the Land will be prepared by respective Urban Local Body in conformity to the State Solid Waste Management Policy which provides following conditions for the lease deed:

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21/11/18



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The land required for the implementation of the project available with the U.B. will be given on lease of 25-30 years on the lease rent of Rs.1 per square meter annually.

(ii) The land assigned to the developer would not be used for any other activity except for approved project activities.

(iii) The project proponent is not allowed to mortgage the land or create any kind of encumbrance on the land.

(iv) The Company need to prepare and present their Detailed Project Report (DPR) for the project to the Local Authority (Urban local Body) as early as possible and it is required that all project related planning, designing, construction and other activities for the operation of the Waste to Energy Plant shall be completed as early as possible and in no circumstances it shall exceed more than Thirty Six (36) months from the date of issuance of this Letter of Acceptance.

Manoj  
5-11-2018  
(Manoj Kumar Singh)  
Principal Secretary  
Department of Urban Development  
Government of Uttar Pradesh.

Copy to:

1. Divisional Commissioner, Meerut with a request to provide the necessary guidance and support to the Project Proponent for execution of the project.
2. District Magistrate, Gaziabad and Muzaffarnagar for facilitating the implementation of the project.
3. Municipal Commissioner, Gaziabad for taking all the necessary steps for implementation of the project.
4. Executive Officer, Muzaffarnagar Municipal Council for taking all the necessary steps for implementation of the project.

*[Handwritten signature]*



Mr. Manoj Kumar Singh  
Principal Secretary  
Department of Urban Development  
Government of Uttar Pradesh

1800

Date: November 20, 2018

Project:  
Ghaziabad/Muzaffarnagar W2E

Our Reference: 201890/95

Your Reference

Subject: Reply to Letter of Acceptance to Set up Waste to Energy Plant at  
Ghaziabad-Noida and Muzaffarnagar, Uttar Pradesh.

Page  
Page 1 / 3

Dear Mr. Manoj Kumar Singh,

On behalf of our team I would like to thank you for sending the Letter of Acceptance for the Ghaziabad and Muzaffarnagar Waste to Energy projects as proposed by us.

We will now proceed with the feasibility study.

Our activities will be targeted on the following deliverables.

- Site/land for the setting up and operation of the plant.
  - (1) The land we are targeting for Ghaziabad is around and or on the existing dump site, the requirement is 35 to 40 acres.
  - (2) For Muzaffarnagar we are looking for a plot in the vicinity of the paper mill cluster at Bhopa Road, and we kindly request you to indicate the availability of land there. The requirement is as per our proposal 25 acres.
- Workshop with relevant public and private stakeholders for project kick-off.
- The land lease agreement for both locations Ghaziabad and Muzaffarnagar.

*(Signature)*



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कार्यालय: नगर आयुक्त, गाजियाबाद नगर निगम।

OFFICE OF THE MUNICIPAL COMMISSIONER, GHAZIABAD MUNICIPAL CORPORATION

दूरभाष: 0120-2790425, 2713580

ई-मेल: gzb.nagar.nigam@gmail.com

पत्रांक: 151/...../न03110/2024

दिनांक: 29/06/24

प्रेषक,

नगर आयुक्त  
गाजियाबाद नगर निगम।

सेवा में,

जिलाधिकारी,  
जनपद-हापुड़।

विषय: ग्राम गालन्द व ग्राम पिपलहैड़ा में कुल 42.25 एकड़ भूमि पर वेस्ट-टू-एनर्जी प्लांट बनाये जाने के सम्बन्ध में।  
महोदया,

कृपया जिलाधिकारी महोदय, गाजियाबाद के पत्र सं0-761/सात-डीएलआरसी/2024 दिनांक 28.06.2024 का सन्दर्भ ग्रहण करने का कष्ट करें जिसमें अवगत कराया गया है कि प्रमुख सचिव महोदय नगर विकास विकास अनुभाग-5, उत्तर प्रदेश शासन, लखनऊ के शासनदेश संख्या 2221/नौ-5-18-352सा/2016 दिनांक 29.06.2018 के विन्दु संख्या 5(ii) (i) जिलाधिकारी की भूमिका एवं उत्तरदायित्व में उल्लेखित है कि जिलाधिकारी, राज्य नगर विकास विभाग के सचिव के साथ गहन समन्वय स्थापित करते हुए ठोस अपशिष्ट प्रबंधन नियम, 2016 के नियम के उपनियम (एफ) के तहत ठोस अपशिष्ट प्रसंस्करण तथा निस्तारण इकाई सैनेटरी लैंडफिल की स्थापना हेतु उपयुक्त भूमि उपलब्ध करायेगे तथा उक्त के सम्बन्ध में जिलाधिकारी हापुड़ से समन्वय स्थापित कर वेस्ट-टू-एनर्जी प्लांट करने हेतु निर्देशित किया गया है।

उक्त के सम्बन्ध में अवगत कराना है कि नगर निगम गाजियाबाद द्वारा ठोस अपशिष्ट प्रबंधन के अन्तर्गत नगर निगम सीमान्तर्गत उत्सर्जित होने वाले 1400-1500 एमटी ठोस अपशिष्ट के वैज्ञानिक पद्धति से निस्तारण में अत्यधिक कठिनाई का सामना करना पड़ रहा है जिसका मुख्य कारण भूमि की अनुपलब्धता है। गाजियाबाद नगर निगम सीमान्तर्गत उत्सर्जित होने वाले ठोस अपशिष्ट के वैज्ञानिक पद्धति से निस्तारण हेतु वर्ष 2018 में ग्राम गालन्द जिला हापुड़ में 42.25 एकड़ भूमि अधिकृत कर वेस्ट टू एनर्जी प्लांट स्थापित किये जाने हेतु नीदरलैंड की कम्पनी मैसर्स जी0सी0 इण्टरनेशनल के साथ शासन स्तर पर अनुबन्ध किया गया। यह अनुबन्ध कलस्टर वेस्ट अप्रोच पर आधारित है जिसमें जनपद हापुड़ का भी ठोस अपशिष्ट का भी निस्तारण किया जाना प्रस्तावित है किन्तु भारी जन-विरोध होने के कारण उक्त भूमि पर बाउण्ड्रीवॉल निर्माण आदि का कार्य प्रारम्भ नहीं किया जा सका। ठोस अपशिष्ट प्रबंधन के सम्बन्ध में 01 वाद मा0 उच्चतम न्यायालय एवं 04 वाद मा0 एन0जी0टी0 में योजित है। वर्तमान में फर्म मैसर्स जिरोन इन्जी0 प्रा0लि0 द्वारा ठोस अपशिष्ट के निस्तारण हेतु पार्सप लाईन रोड पर कार्य किया जा रहा है किन्तु पर्याप्त भूमि उपलब्ध न होने के कारण से उक्त स्थल पर भी ठोस अपशिष्ट प्रबंधन में अत्यधिक कठिनाईयों का सामना करना पड़ रहा है। यहां यह भी अवगत कराना कि इन्दिरापुरम जो कि गाजियाबाद विकास प्राधिकरण के नियंत्रण में है उनका ठोस अपशिष्ट भी नगर निगम के द्वारा ही निस्तारण हेतु प्राप्त किया जाता है।

अतः उपरोक्तानुसार आपसे अनुरोध है कि ग्राम गालन्द व ग्राम पिपलहैड़ा में वेस्ट-टू-एनर्जी प्लांट की स्थापना का कार्य आरंभ करने हेतु आवश्यक सहयोग व भारी मात्रा में पुलिस फोर्स (महिला पुलिस सहित) उपलब्ध कराने का कष्ट करें।

भवदीय  
29/6/24  
(विक्रमादित्य सिंह मलिक)  
आई.ए.एस.

नगर आयुक्त

- प्रतिलिपि: 1. आयुक्त, मेरठ मण्डल, मेरठ की सेवा में सादर सूचनार्थ।  
2. जिलाधिकारी महोदय, गाजियाबाद की सेवा में सादर सूचनार्थ।  
3. पुलिस अधीक्षक, हापुड़ को सूचनार्थ एवं आवश्यक कार्यवाही हेतु।

(विक्रमादित्य सिंह मलिक)  
आई.ए.एस.

नगर आयुक्त