

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL  
PRINCIPAL BENCH, NEW DELHI  
Original Application No. 1181/2024

In the Matter of:

Neeraj Tiwari

.....Applicant

Versus

State of Uttar Pradesh & Ors.

.....Respondent(s)

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Filed Through:

**BIPIN KUMAR & SURESH CHANDRA SHARMA**  
ADVOCATES

For M/s Eximius Law Partners LLP  
(Advocates & Legal Consultants)

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New Delhi  
17.02.2026

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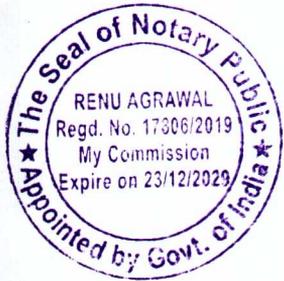
State of Uttar Pradesh & Ors.

.....Respondent(s)

**AFFIDAVIT ON BEHALF OF THE RESPONDENT NO. 5, M/S  
ECOSTAN INFRA PVT. LTD.**

I, Satyendra Mishra S/o S/o Shri Prakash Mishra R/o Flat No. 11106, 11th Floor, Alpine Tower, Mahagun Mywood Gaur City-2, Sector-16, Noida Extension, Gautam Budh Nagar, U.P.-210306, do hereby solemnly affirm and state as under:

1. That I am the director of M/s Ecostan Infra Pvt. Ltd., a company incorporated under the Companies Act, 2013 having its registered office at office No. 906A, 9<sup>th</sup> Floor, Plot No. A-40, I-Thum, Sector-62, Noida, Gautam Buddha Nagar, Uttar Pradesh-201309.
2. That the Prayagraj Municipal Corporation awarded Respondent No. 5, the work of clearing and processing 840000 MT legacy waste at Baswar Dumpsite through bio-remediation vide Letter of Acceptance dated 06.01.2022. Subsequently, the Prayagraj Municipal Corporation issued an additional Work Order dated 07.03.2024 for 450000 MT of legacy waste to be processed. Accordingly, Respondent No. 5 undertook the processing and disposal of a total of



*[Handwritten signature]*

1290000 MT of legacy waste at the Baswar site. A true copy of work order dated 06.01.2022, Concession Agreement dated 07.01.2022 and Work Order dated 07.03.2024 are collectively annexed herewith as **Annexure-1**.

3. That the Respondent No. 5 has fully completed processing and disposal of the entire allotted 1290000 MT of legacy waste, including by-products such as RDF, C&D waste and bio-soil, as certified by the Prayagraj Municipal Corporation. The Prayagraj Municipal Corporation has already issued Completion Certificate dated 02.01.2025 for the disposal of 1290000 MT legacy waste. A true copy of the completion certificate dated 02.01.2025 is annexed herewith as **Annexure-2**.
4. That after completion of the earlier work, the Prayagraj Municipal Corporation issued another work order dated 05.04.2025 awarding Respondent No. 5 192407 MT of additional legacy waste for processing and disposal as per applicable norms. The Respondent No. 5 has also completed and disposed of this additional quantity. The completion of the work has already been informed by the Respondent No. 5 to the Prayagraj Nagar Nigam vide letter dated 10.02.2026 and requested for verification through third party agency. A true copy of the work order dated 05.04.2025 awarding Respondent No. 5 192407 MT of additional legacy waste is annexed herewith as **Annexure-3**. A true copy of the letter dated 10.02.2026 is annexed herewith as **Annexure-4**.
5. That it is submitted that the Respondent No. 5 has executed awarded work in adherence to the Solid Waste Management Rules, 2016 and relevant guidelines issued by the Central Pollution Control Board (CPCB) and the Hon'ble National Green Tribunal (NGT).



*[Signature]*  
DEPONENT

VERIFICATION

*Shameer*  
D/1264/06  
I identified the deponent who  
has signed in my presence

Verified at **New Delhi** in 17 FEB 2026 day of February, 2026 that the contents of this affidavit are true and correct to my knowledge as derived from the records and that nothing stated herein is false and nothing material has been concealed therefrom.

*[Signature]*  
DEPONENT



**ATTESTED**  
*[Signature]*  
**NOTARY PUBLIC**  
**(INDIA)**

**17 FEB 2026**

Annexure - 1

## Prayagraj Municipal Corporation, Prayagraj (U.P)

Email id- osnagamigam@rediffmail.com

### Letter of Acceptance

To,

**M/S ECOSTAN INFRA PRIVATE LIMITED**

11106, Alpine Tower, Mahagun My woods,

Sec 16c, Greater Noida West,

Gautam Buddha Nagar, U.P.

E-mail: info@ecostaninfra.com

Reference: Tender ID No: 2021\_NNAMC\_652371\_1

Name of the Work : Clearing of Legacy Waste through Bio-remediation at Baswar, Prayagraj.

Letter No. 1162

/ ENV/ 2022

Date: 06 / 01 / 2022

Dear Sir,

This letter of acceptance is issued to inform you that, pursuant to the technical & financial evaluation criteria of the bid document published, the bid evaluation committees has selected to offer your company to award the work of Clearing of Legacy Waste through Bio-remediation at Baswar, Prayagraj, Prayagraj Municipal Corporation accept your offer for undertaking the project for following activities :-

Sl.No	Description of Work / Item(s)	Qty	Units	Rate/MT
1.00	Clearing of Legacy Waste through Bioremediation from Solid waste plant Baswar, Prayagraj. (Including processing and transportation from site)	1.00	MT	382.00

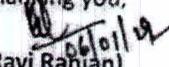
As per the RFP Document, PMC has right to empanel two bidders and the amount of work will be divided in the ratio of 60:40. Whereas 60% of the work shall be allocated to L1 and 40% to L2 on matching of the rates quoted by L1 bidder.

As per your financial proposal, the total cost of the project (60% of the work i.e 840000 MT Legacy waste) estimated to be around Rs 32,08,80,000.00 however the financial implications of the work may be subject to change based on survey done by the agency culminating in terms and condition as mutually agreed upon.

This LOA is subjected to final signing of contract agreement that shall contain detail term and conditions related to the award of work. Hence this LOA does not confer any right/obligation as such and in pursuance of this LOA subject to mutual agreement.

You are hereby informed to visit yourself and submit the LOA immediately and start the work as soon as possible. You are also requested to submit the performance security within 10 days from the issuance of this LOA to execute agreement between PMC and Agency, the Contract will be signed between Prayagraj Municipal Corporation and the Agency upon submission of the Performance Guarantee. If Performance Security is not submitted within 10 days by agency the PMC may cancel this LOA and take necessary action.

Thanking you,

  
(Ravi Ranjan)

Municipal Commissioner

Copy To: Please kind of information

1. Hon'ble Mayor Ma'am Prayagraj Municipal Corporation

Municipal commissioner



उत्तर प्रदेश UTTAR PRADESH

AE 989276

### CONCESSION AGREEMENT

This CONCESSION AGREEMENT made on this 07/01/2022 at the office of Prayagraj Municipal Corporation, Prayagraj, Uttar Pradesh, India

BETWEEN

Prayagraj Municipal Corporation through Municipal Commissioner, (Hereinafter referred to as "PMC", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the **FIRST PARTY**

AND

ECOSTAN INFRA PVT LTD. a company incorporated under the provisions of the Companies Act 2013 and having its registered office at 11106, 11<sup>th</sup> floor alpine tower mahagun mywood Sector 16 c greater noida west through its authorized signatory Mr. Abhishesh Mishra (Herein referred to as "Concessionaire", which expression shall, unless repugnant to the context of meaning thereof, mean and include its successors and assigns) of the **SECOND PARTY..**

अपर नगर आयुक्त  
नगर निगम प्रयागराज

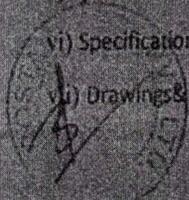
अपर नगर आयुक्त  
नगर निगम-प्रयागराज

**Whereas:**

- (A) The Authority is desirous that the Clearing of approx. 8,40,000 MT Legacy Waste from Baswar, Prayagraj through Bio-Mining as per RFP condition (hereinafter called "the Works") and the Authority has accepted the Bid by the Concessionaire for the execution and completion of such Works @382/MT and the remedying of any defects therein, at a contract price of Rs (32,08,80,000.00) in words (Thirty-Two Crore Eight Lac and Eighty Thousand Only).
- (B) Pursuant there to, after evaluating the aforesaid proposals, PMC accepted the proposal submitted by the Concessionaire and issued Letter of Acceptance No. 1162/ENV/2022 dated 06/01/2022 to the Concessionaire requesting the Concessionaire to execute the Concession Agreement, which the Concessionaire has acknowledged by its Letter No. Ref: EIPL/BD/2021-22/929 Dated: 07/01/2022. Concessionaire hereby agrees to serve as guarantor towards the role and responsibilities cast upon the Concessionaire under this Concession Agreement.
- (C) The Concessionaire Requested to consider performance security to submit Rs 25,00,000/- (Rs Twenty-Five Lac) within one month from the signing of agreement and remaining amount Rs. 1,35,44,000/- (One Crore Thirty five lakh fourty four thousand only) will be Deducted in 6 months equal instalment monthly running bill as per the RFP clause 3.4.14

**NOW THIS AGREEMENT WITNESSETH as follows:**

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects within the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sumas may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - i) Letter of Acceptance & RFP Document
  - ii) Notice to proceed with the works;
  - iii) Contractor's Bid;
  - iv) Contract Data;
  - v) Special Conditions of contract and General Conditions of Contract;
  - vi) Specifications;
  - vii) Drawings & Schedules;



पर्यावरण और जलवायु  
मंत्रालय, प्रयागराज

*[Signature]*  
पर्यावरण और जलवायु  
मंत्रालय, प्रयागराज

viii) Bill of Quantities

ix) Any other document listed in the Contract Data as forming part of the contract.

In witness where of the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED AND DELIVERED FOR AND ON BEHALF OF FIRST PARTY

1. For Prayagraj Municipal Corporation

Add. Municipal Commissioner Prayagraj

SIGNED AND DELIVERED FOR AND ON BEHALF OF SECOND PARTY

2. For ECO STAN INFRA PVT. LTD



Mr Abhishesh Mishra  
General Manager

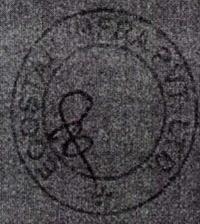
Witness:

1. SATISH KUMAR

2. ....

First Party

Second Party



पर्यावरण अभियंता  
नगर निगम प्रयागराज

.....  
.....

**कार्यालय : पर्यावरण अभियन्ता, नगर निगम, प्रयागराज।**

सं०डी० ११७६ / पर्या० / 2023-24

दिनांक : ०७ मार्च, 2024

**कार्यादेश**

सेवा में,

**M/S ECOSTAN INFRA PVT. LTD.**

Flat No-11106, Tower-Alpine, Mahagun,

My woods, Sector-16C, Greater Noida-UP

E-Mail- info@ecostaninfra.com.

**विषय : बसवार स्थित सॉलिड वेस्ट प्लान्ट पर लिगेसी वेस्ट के निस्तारण के सम्बन्ध में।**

कृपया उपर्युक्त विषयक के सम्बन्ध में अवगत कराना है कि बसवार स्थित सॉलिड वेस्ट प्लान्ट पर 840000 मी०टन लिगेसी वेस्ट के बायोरेमिडेशन पद्धति से निस्तारण के कार्य हेतु नगर निगम प्रयागराज एवं आपकी एजेन्सी के मध्य दिनांक 07 जनवरी, 2022 को अनुबन्ध निष्पादित किया गया है। एजेन्सी को निर्धारित किये गये लिगेसी वेस्ट के निस्तारण का कार्य पूर्ण किये जाने के उपरान्त भी लिगेसी वेस्ट सॉलिड वेस्ट प्लान्ट पर अवशेष है जिस हेतु कार्यालय द्वारा मोतीलाल नेहरू प्रौद्योगिकी संस्थान, इलाहाबाद से पुनः प्लान्ट पर अवशेष लिगेसी वेस्ट का आकलन कराया गया है। मोतीलाल नेहरू प्रौद्योगिकी संस्थान, इलाहाबाद द्वारा किये गये सर्वे के अनुसार आपके पक्ष में प्लान्ट पर भण्डारित 450000 मी०टन लिगेसी वेस्ट के बायोरेमिडेशन पद्धति से अनुबन्ध के अनुसार कार्यादेश निर्गत किया जाता है।

अतः उपरोक्तानुसार 450000 मी०टन लिगेसी वेस्ट के बायोरेमिडेशन पद्धति से अनुबन्ध के अनुसार निस्तारण का कार्य माह अक्टूबर, 2024 तक कराया जाना सुनिश्चित करें। एजेन्सी द्वारा किये गये कार्य की समीक्षा एवं भुगतान की कार्यवाही दिनांक 07 जनवरी, 2022 को निष्पादित अनुबन्ध के अनुसार सुनिश्चित की जायेगी।

(उत्तम कुमार वर्मा)  
पर्यावरण अभियन्ता

**संख्या एवं दिनांक तदैव।****प्रतिलिपि : निम्नलिखित को सादर सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित :-**

1. नगर आयुक्त महोदय।
2. प्रोजेक्ट मैनेजमेन्ट कमेटी।

  
पर्यावरण अभियन्ता

Annexure - 2**Prayagraj Municipal Corporation, Prayagraj (U.P.)**(Email- [osnagamigam@rediffmail.com](mailto:osnagamigam@rediffmail.com))

Letter No: 729/पर्या/2025

Date: 02/01/2025

**TO WHOMSOEVER IT MAY CONCERN**

This is Certify that M/s Ecostan Infra Pvt Ltd having GSTN 09AAFCE5456Q1ZW, with work order no: 1162/ENV/2022, dated: 06/01/2022 and 1176 / पर्या/2023-24 dated 07.03.2024, working for Bio-mining of legacy waste at existing dumpsite Baswar

We hereby confirm that M/s Ecostan Infra Pvt Ltd, have completed its Processing of 1290000 MT of legacy waste and also Disposed all the generated by products in following quantities from the existing Dumpsite Baswar, Prayagraj Municipal Corporation.

Quantity Awarded	Quantity Processed	RDF Disposed	C&D Disposed	Bio-soil Disposed
1290000	1290000 MT	123198.86 MT	187731.87 MT	974635.28 MT

The value of Completed work is INR 49,27,80,000.00

  
2/01/25  
Environment Engineer  
पर्यावरण अभियन्ता  
Prayagraj Municipal Corporation  
नगर निगम, प्रयागराज

821

**कार्यालय : पर्यावरण अभियन्ता, नगर निगम प्रयागराज ।**

सं0डी0: 14 / पर्या0 / 2025

दिनांक : 05 / 04 / 2025

**कार्यादेश**

**To,**  
**Director,**  
**ECOSTAN INFRA PRIVATE LIMITED**  
 Corporate office : 906 A, 9TH Floor  
 1-Thum Tower A, Plot No, 40,  
 Sec- 62 Noida, Uttar Pradesh.

कृपया अवगत कराना है कि मेसर्स ईकोस्टैन इन्फ्रा प्रा0लि0 के पक्ष में बसवार स्थित सॉलिड वेस्ट प्लान्ट पर 1290000 मी0टन लिगेसी वेस्ट के बायो माइनिंग पद्धति से प्रोसेसिंग एवं डिस्पोजल कार्य हेतु कार्यादेश निर्गत किया गया है।

एजेन्सी को निर्धारित किये गये लिगेसी वेस्ट के निस्तारण का कार्य पूर्ण किये जाने के उपरान्त भी लिगेसी वेस्ट सॉलिड वेस्ट प्लान्ट पर अवशेष है जिस हेतु कार्यालय द्वारा मोतीलाल नेहरू प्रौद्योगिकी संस्थान, इलाहाबाद से पुनः प्लान्ट पर अवशेष लिगेसी वेस्ट का आकलन कराया गया है। मोतीलाल नेहरू प्रौद्योगिकी संस्थान, इलाहाबाद द्वारा किये गये सर्वे में प्राप्त लिगेसी वेस्ट की मात्रा 320678 मी0टन स्थल पर उपलब्ध पायी गयी है। अनुबन्ध में किये गए प्राविधान के अनुसार प्राप्त लिगेसी वेस्ट की मात्रा का 60 प्रतिशत अर्थात 192407 मी0टन लिगेसी वेस्ट के बायोरेमिडेशन पद्धति से अनुबन्ध के अनुसार प्रोसेसिंग एवं डिस्पोजल का कार्य निविदा में स्वीकृत दर रु 382/-मी0टन पर किये जाने की सहमति एजेन्सी द्वारा प्रदान किये जाने के सम्बन्ध में कार्यालय पत्रांक संख्या के द्वारा सं0डी0: 09 / पर्या0 / 2025 दिनांक : 04 / 04 / 2025 के द्वारा एजेन्सी को प्रेषित किया गया है।

मेसर्स ईकोस्टैन इन्फ्रा प्रा0लि0 के पत्र संख्या EIPL/LEGACY WASTE/2025-26/16 Dated 05/04/2025 के द्वारा निविदा में स्वीकृत दरों पर कार्य किये जाने की सहमति प्रदान की गयी है।

अतः उपरोक्तानुसार एजेन्सी द्वारा कार्य किये जाने की सहमति प्रदान किये जाने के उपरान्त 192407 मी0टन लिगेसी वेस्ट के अनुबन्ध के अनुसार प्रोसेसिंग एवं डिस्पोजल का कार्य निविदा में स्वीकृत दर रु 382/-मी0टन पर किये जाने हेतु कार्यादेश निर्गत किया जाता है। एजेन्सी द्वारा किये गये कार्य की समीक्षा एवं भुगतान की कार्यवाही दिनांक 07 जनवरी, 2022 को निष्पादित अनुबन्ध के अनुसार सुनिश्चित की जायेगी।

भवदीय,

(उत्तम कुमार वर्मा)  
 पर्यावरण अभियन्ता

संख्या एवं दिनांक तदैव।

प्रतिलिपि : निम्नलिखित को सादर सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित :-

1. नगर आयुक्त महोदय।
2. अपर नगर आयुक्त महोदय।
3. मुख्य अभियन्ता महोदय।

पर्यावरण अभियन्ता

Letter No. EIPL/Legacy waste/2025-26/1329

Date: 10/02/2026

To,  
Shri Deependra Yadav  
The Additional Municipal Commissioner,  
Prayagraj Municipal Corporation.

**Reference:** संडी० :24-0 / पर्या० / 2026, दिनांक, 05 फरवरी 2026

**Subject:** Regarding Work of Legacy Waste Processing at Baswar Plant

Dear Sir,

Please take reference to your letter dated 05.02.2026 regarding the processing of legacy waste at the awarded site, it is submitted as under:

That the entire quantity of 192407 MT legacy waste issued vide Work Order/Letter No. संडी०: 09 / पर्या०/ 2025, Dated 04.04.2025 has been duly processed and disposed of in accordance with the Solid Waste Management Rules, 2016, and other applicable guidelines.

In view of the above, we kindly request your good office to appoint a third-party agency for verification of completion of the aforesaid work, so that the same may be formally certified at the earliest.

We assure our continued cooperation and commitment towards effective waste management and environmental compliance.

Yours faithfully,

For Ecoston Infra Private Limited

A circular stamp with a blue border containing the text "ECOSTAN" at the top and "Authorized Signatory" at the bottom. In the center, there is a handwritten signature in blue ink.

**Copy To:**

1. The Municipal Commissioner  
Prayagraj Nagar Nigam
2. The Officer in Charge, SBM

**Ecoston Infra Private Limited**

Corporate Office : 906 A, 9th Floor I-Thum Tower A, Plot No. 40, Sec-62, Noida, Uttar Pradesh - 201301

☎ +91 120 425 5597 🌐 www.ecostaninfra.com ✉ info@ecostaninfra.com