

**DEPARTMENT OF URBAN DEVELOPMENT
GOVERNMENT OF UTTAR PRADESH**

Date: 09.11.2021

To,
The Registrar
National Green Tribunal
Principal Bench
New Delhi.

Subject: Action Taken Report in M.A. No: 61/2021.

Hon'ble National Green Tribunal in above M.A. No: 61/2021 have ordered on 22.09.2021 to file an ATR on the issues on which directions have been issued by the NGT. The matter pertains to remedying unscientific legacy waste dumped near Nagla Kolhu in Mathura Municipal Council/TTZ Area.

The said order of the Hon'ble NGT contains.

".... of compliance of the Solid Waste Management Rules 2016 at Mathura. Additional Chief Secretary, Urban Development department, UP may remain present in person with the compliance status on the next date by Video Conferencing..."

".....We also direct that CPCB and UPPCB, with state PCB as Nodal agency for compliance, to carry out site visit and give it's report about the extent of legacy waste and utilization of segregated/ rejects, with a copy to Additional Chief Secretary, Urban Development, UP"

2. It is to submit that the Chief Secretary of the state while monitoring the compliance of Hon'ble Tribunal's order had also directed Additional Secretary Urban Development to file status report regarding it. Accordingly a review meeting was done with Municipal Corporation Mathura-Vrindivan and pointwise report was sought from the Municipal Commissioner Mathura-Vrindavan in view of the observations of the Oversight Committee

as mentioned in the order of Hon'ble Tribunal. A pointwise Action Taken Report (ATR) has been received from the Municipal Corporation Mathura-Vrindavan is attached herewith (**Annexure-1**) and subsequently as per directions of the state government a supplementary updated ATR has also been submitted by the Municipal Corporation (**Annexure -2**).

3. A point wise progress and compliance made by Municipal Corporation Mathura regarding observations of Oversight Committee report regarding SWM are as following:

- (a) Nagar Nigam has engaged a firm named 21st Century polymers on Public Private Partnership (PPP) mode for carrying out operations at Material Recovery Facility (MRF) Nagla Kolhu.
- (b) Agency 21st Century polymers has been carrying out processing task of dry waste including recyclables, non-recyclable, e-waste etc. on regular basis.
- (c) Municipal Corporation has installed a Transfer Station at the said site for transferring waste collected from Vrindavan town to centralized SWM Plant at Nagla Kolhu.
- (d) Leachate collection tank is operational within the premise of SWM Plant Nagla Kolhu. At present the collected leachate from the tank is further transported to the nearest STP for necessary treatment in a safe manner.
- (e) For creating buffer zone with green belt Municipal Corporation has recently planted 110 saplings and two parks within SWM Plant at Nagla Kolhu are being developed by the Corporation where recycled material from the waste is also being used for the structures.
- (f) A dedicated water sprinkling system has also been put in place for dust mitigation on the site and the approach road to the facility is to pot hole free within next 15 days.
- (g) For ensuring the compliance by bulk waste generators to practice onsite processing of waste as per SWM Rules -2016, Municipal Corporation Mathura has issued notice to 230 Bulk waste Generators & 70 hospitals of the city for onsite composting.
- (h) For deposition of domestic hazardous waste the Municipal Corporation has made provision of third bin in all the door to door vehicles to collect domestic hazardous waste.
- (i) Municipal Corporation has a Plastic to Fuel plant of capacity 5 TPD at NaglaKolhu Mathura which has been installed under PM's Swachh

Bharat Yojna as per directives by Ministry of Petroleum and Natural Gas (MoPNG) by Engineers India Limited. The Plant is operated by M/s Paterson Energy Pvt. Ltd. The plant is enough to cater current plastic waste generated in the city.

- (j) The organic waste to Compost (OWC) Plant of capacity 5 TPD near Hazarimal Somani ground, Vrindavan has been successfully installed and has been made operational. The segregated wet waste collected by door to door vehicle is provided to the plant to produce compost.
- (k) For ensuring safety of health Workers at MSW facility workers are provide and well equipped with PPE kits like Helmet, jackets, gloves, masks, etc. Routine Health Check-up of rag pickers is being done on time-to-time basis. Vaccination Camps has been organized by the Municipal Corporation to protect Rag Pickers from the outbreak of Covid-19. Municipal Corporation also conducts training & capacity building of officers and safai karamcharis.
- (l) For proper door to door collection through environmentally friendly vehicle the Corporation 104 auto tippers with sperate partitions for wet, dry and hazardous waste. Out of 104 Vehicles, 85 vehicles operate on CNG. It has been assured by Municipal Corporation that in the near future the Corporation would be upgrading its door to door vehicles to run 100% on CNG.

4. ADDITIONAL POINTS:

During the review it was observed that Mathura Vrindavan Municipal Corporation has been making certain endeavor towards proper management of SWM in the city. Some of the initiatives undertaken are as following:

- A. As Mathura being a city with spiritual significance there are festive occasions when large number of visitors come to the city. For proper waste collection during such occasions, the Municipal Corporation deploys additional dedicated manpower and vehicles during festival period and the Corporation has also engaged a private firm M/s BVG India Pvt. Ltd & M/S Ujjwal Braj in the high footfall areas.
- B. For enforcing plastic waste ban the Municipal Corporation has been enforcing the provisions as per government order and it has seized 2221.9 kgs of plastic and imposed penalty of Rs.3,54,600/- in the year 2020-21. The enforcement is made on sustained basis and during this FY 2021-22 it has seized 265.5 kgs of plastic and imposed penalty of Rs 89,400/-till the month of September 2021.
- C. For building a healthy environmentally sustained appropriate behavior among various stakeholders of the society, the Municipal Corporation has been making efforts for information, education campaign(IEC). It has also appointed an agency M/S Basix Municipal Ventures for IEC activities and propagating behavioral changes among citizens towards

source segregation and maintaining hygiene & cleanliness in the society. The Municipal Corporation has been organizing several IEC activities to engage citizens in activities related to sanitation (like nukkad natak, drawing, wall painting, jingles, drama competition at school & city level).

5. Legacy Waste Remediation : As per report received by Mathura-Vrindavan Municipal Corporation concrete progress has been made regarding legacy waste remediation in the city of Mathura. A Summary of steps being taken are as following:

- a. Mathura Vrindavan Municipal Corporation has already remediated legacy waste dump site at Mat road where 11259 MT legacy waste was remediated clearing the dump site completely.
- b. It is estimated that approximately 2.60 Lakh MT of legacy waste is there lying on the site at Nagla Kolhu. Key initiatives undertaken to remediate the legacy waste on this site are as following:
- c. An agreement to remediate the above quantity of legacy waste has been made by the Municipal Corporation with a firm M/s Black Berry Overseas Pvt. Ltd (Copy of the Agreement attached herewith as **Annexure -3**).
- d. The work on the site in question (Nagla Kolhu) has been commenced on ground in the month of October 2021 and one trommel with 300 TPD is working in 2 shift. Till now already 7000 MT waste has been remediated. To expedite the remediation on site another trommel with 300 TPD shall be installed by November 15th, 2021. The two trommels with combined capacity

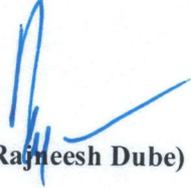
of 600 TPD in one shift and 1200 TPD in 2 shift in a day will be utilised for expediting the remediation. It is expected and targeted that approximately 36000 TPD waste will be remediated monthly. Thus the entire site will be cleared by June 30th, 2022 ahead of the timelines mentioned in the agreement.

- e. During the legacy waste remediation of the site, necessary ~~touch~~^{tie} ups are being made by Municipal Corporation, Mathura Vrindavan and implementing firm for proper disposal of RDF/SCF and compost. M/s Blackberry Overseas pvt ltd is engaging with firm Invofix International Pvt Ltd for disposal of RDF and SC. Municipal Corporation is tying up with India Agro Organic Pvt Ltd for disposal of Compost.
- f. A proper site inspection and monitoring mechanism has been put in place by Mathura Vrindavan Municipal Corporation. Twice a week inspection would be done by Zonal Sanitary Officer who is in-charge of SWM plant Nagla Kolhu. A Weekly inspection of the Nagla Kolhu legacy waste site would be done by Additional Municipal Commissioner who is the Nodal officer of the Corporation for solid waste management plant. Fortnightly, onsite visits would also be carried out by Municipal Commissioner, Mathura Vrindavan Municipal Corporation.
- g. Construction and Design Services, UP Jal Nigam are authorized by UP Govt. for technical supervision of the legacy waste site. Monthly areal mapping, volumetric analysis, drone survey of the legacy waste site would be

done by 25th of every month by C&DS Jal Nigam Mathura.

6. During the review of the status as directed by the Hon'ble Tribunal regarding the compliance of a joint inspection by the CPCB and the UPPCB, it was found that the team had visited the spot and an inspection report dated 23.10.2021 was prepared. Though the report is yet to be formally received from UPPCB to the office of Additional Chief Secretary, however in the interest of work and compliance of Hon'ble Tribunal's direction a copy of the abovementioned report was obtained and studied. (The joint inspection report of CPCB and UPPCB is attached herewith as **Annexure-4**). Based on the recommendations of the report, a detailed review has been done pointwise and comprehensive instructions have been issued to Municipal Commissioner, Mathura for time bound compliance (**Annexure -5**).

In view of the current progress and above action taken by the department, it is respectfully submitted that the directions given in the said M.A. 61/2021 are being complied with by the department in letter and spirit.


(Dr. Rajneesh Dube)

Additional Chief Secretary
Department of Urban Development
Government of Uttar Pradesh



कार्यालय : नगर निगम मथुरा-वृन्दावन, मथुरा

पत्रांक-308/सी0एस0सी0/2021-22

दिनांक-23/10/2021

सेवा में,

सचिव,
उ0प्र0 शासन
नगर विकास विभाग
लखनऊ।

विषय

मा0 राष्ट्रीय हरित अभिकरण नई दिल्ली में योजित M.A. No. 61/2021 IN O.A. NO.-588/2019 Hem singh Yog. Social Worker, Pt. Deendayal Upadhyay Vichar Manch Vs State of Uttar Pradesh में मा0 अधिकरण द्वारा पारित आदेश दिनांक 22.09.2021 के अनुपालन के सम्बन्ध में।

महोदय,

कृपया उपर्युक्त विषयक कार्यकारी निदेशक, स्थानीय स्वच्छ भारत मिशन नगरीय, राज्य मिशन निदेशालय, लखनऊ उ0प्र0 के पत्र सं0-पी0एम0यू0/9764/429(14)/2020-21 दिनांक 02.10.2021 का संदर्भ ग्रहण करने को कष्ट करें, जिसके द्वारा मा0 राष्ट्रीय हरित अधिकरण, नई दिल्ली में योजित M.A. No. 61/2021 IN O.A. NO.-588/2019 Hem singh Yog. Social Worker, Pt. Deendayal Upadhyay Vichar Manch Vs State of Uttar Pradesh में मा0 अधिकरण द्वारा पारित आदेश दिनांक 22.09.2021 में वर्णित निर्देशों के क्रम में नगर निगम मथुरा-वृन्दावन से सम्बन्धित बिन्दुओं पर सुस्पष्ट आख्या शासन को उपलब्ध कराये जाने की अपेक्षा की गयी है।

तत्क्रम में उपरोक्तानुसार निर्देशों के क्रम में बिन्दुवार आख्या पत्र के साथ संलग्न कर सादर प्रेषित है।

संलग्न : यथोपरि।

(अनुरमय झा)

नगर आयुक्त

नगर निगम मथुरा-वृन्दावन

प्रतिलिपि-कार्यकारी निदेशक, स्थानीय स्वच्छ भारत मिशन नगरीय, राज्य मिशन निदेशालय, लखनऊ उ0प्र0 हेतु सूचनार्थ प्रेषित।

नगर आयुक्त

नगर निगम मथुरा-वृन्दावन



कार्यालय : नगर निगम मथुरा-वृन्दावन, मथुरा

पत्रांक 308/सी0एस0सी0/2021-22

दिनांक 23/10/2021

सेवा में,

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विषय

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तत्क्रम में उपरोक्तानुसार निर्देशों के क्रम में बिन्दुवार आख्या पत्र के साथ संलग्न कर सादर प्रेषित है।

संलग्न : यथोपरि।

(अनुनय झा)

नगर आयुक्त

नगर निगम मथुरा-वृन्दावन

राज्य मिशन निदेशालय, लखनऊ उ0प्र0

नगर आयुक्त

नगर निगम मथुरा-वृन्दावन

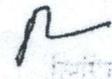
प्रतिलिपि-कार्यकारी निदेशक, स्थानीय स्वच्छ भारत मिशन नगरीय, राज्य मिशन निदेशालय, लखनऊ उ0प्र0 हेतु सूचनार्थ प्रेषित।

3.10.21

Report on compliance of recommendation & suggestion of Hon'ble NGT's Oversight Committee in OA No.136/2015 & OA No.6/2017 along with OA No.588/2019

1	<p>The Oversight Committee noted the status mentioned by Municipal Commissioner Mathura the work order has been issued to authorized agency for setting up MRF facility at Nagla Kohlu Mathura in addition, the MRF must maintain inventory of MSW, compost, RDF raw material, processed C&D waste and landfilled amount. It was noted that Nagar Nigam, Mathura has completed the remediation of legacy waste at Maant site. In this regard, the committee was informed that tenders for bio remediation for a few legacy waste sited including Nagla Kohlu are pending for finalization at Government level.</p>	<p>Nagar Nigam has authorized to 21st Century polymers on PPP Mode for carrying out operations at MRF Nagla Kolhu.</p> <p>Agency 21st Century polymers has been carrying out processing task of dry waste including recyclables, non-recyclable, e-waste etc. on regular basis.</p> <p>NNMV records the inventory of all processed and unprocessed waste regularly.</p> <p>The entire legacy waste at Maant road site has been disposed through bio mining and bio remediation on 24.06.2020 and the compliance report has been sent.</p> <p>Municipal Corporation has installed a Transfer Station at the said site for transferring waste collected from Vrindavan town to centralized SWM Plant at Nagla Kolhu.</p> <p>For the disposal of Legacy waste Municipal Corporation has sought guidance from Urban Development Department, Uttar Pradesh via letter vide no.538/N.A.A/2019-20 dated 29/07/19 & 624/CSC/2020-21 dated 19/09/20. In response of same Urban Development Department, Uttar Pradesh via letter vide no.3624/नौ/-5-2020-235सा/2019 अनुभाग - 5 dated 26/08/2020 has selected an agency M/S Blackberry Overseas Pvt. Ltd. for bioremediation of Legacy waste with C&DS Jal Nigam as third party for better monitoring and execution of the project. Municipal Corporation has issued LOI to M/S Blackberry Overseas Pvt. Ltd. to initiate work for the treatment of legacy waste on 24/11/20. C&DS then for estimation of Legacy waste has conducted Volumetric, areal mapping and density test in which quantum of waste has come out to 2.6 lakh MT. Municipal Corporation has signed tripartite agreement with M/S Blackberry Overseas pvt. ltd and C&DS Jal Nigam, Uttar Pradesh on 7th September 2021 for initiation of work of disposal of Legacy Waste at Nagla Kolhu Mathura. The agency has started Trommel for the</p>
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 ऋषभ कान्त दुबे
 सैनिटेशन एक्सपर्ट
 नगर निगम मथुरा-वृन्दावन
 मथुरा


 सिटी इंजिनियरिंग सेल
 नगर निगम, मथुरा वृन्दावन (मथुरा)


S. S. MADHAV
 ZONAL SANITARY OFFICER
 NAGAR NIGAM MATHURA, VRINDAVAN
 अपर नगर आयुक्त
 नगर निगम मथुरा-वृन्दावन मथुरा

		disposal of legacy waste at the said site.
2	The Committee also directed that there is a requirement of instant attention towards handling of leachate Dedicated tank shall have connection from the sources of generation and permanent pipeline up to STP for treatment in order to avoid ground water contamination.	Leachate Tank is operational at SWM Plant Nagla Kolhu. Leachate generated is collected from leachate tank by Sewer suction Machine to the nearest STP for further treatment. Approach road is also kept free from any hurdles by regular cleaning and maintenance so that vehicle can reach leachate tank.
3	The Committee had directed that it is mandatory to develop a buffer zone of wide green cover along the periphery of the facility to arrest fugitive particulate matter from spreading odor and effectively suppress the foul odor.	Municipal Corporation has also developed two parks within SWM Plant Nagla Kolhu by planting saplings, grass and using waste materials, on the principle of 3R(Reduce, Reuse & Recycle). Municipal Corporation has also recently planted 110 saplings.
4	There is need to set up more of decentralized "Plastic to Fuel" plant as in Mathura as well as in other districts of the State of Uttar Pradesh. The Committee recommends establishment and proper functioning of such plants so as to ensure better waste management and reduction in plastic pollution.	Municipal Corporation has a Plastic to Fuel plant at Nagla Kolhu Mathura which is operated by M/s Paterson Energy Pvt. Ltd. The plant is enough to cater current plastic waste generated in the city.
5	Two organic waste to compost plants of 1 ton each are to be installed at Mandi Samiti of Mathura and 5 ton "organic waste to compost plant" at vrindavan at Hazarimal Somani Ground Vrindavan Zone. Regarding this, it is suggested that these plants are under trials and made operational as soon as possible. Regarding the up gradation of compost quality, the State Government must take advice from State Agricultural Universities.	The organic waste to Compost Plant of capacity 5 TPD & OWC of capacity 1 TPD at Vrindavan zone is functional.
6	The Committee recommends that the onsite treatment of biodegradable solid waste by bulk generators through organic waste convertors or any suitable technique like composting, bioremediation etc. will help in reduction of quantity of waste to be related in the common facility The recyclable component of solid waste shall be disposed off either by authorized recyclers or can be used for construction of roads.	NNMV has issued notice to 230 Bulk waste Generators & 70 Hospitals of the city for onsite composting. Municipal Corporation has also issued penalty notice to 92 Bulk waste generators and 24 hospitals for non-compliance of SWM Rules-2016
7	Use of biodegradable sultry in food served at ashrams/small eateries in pilgrimage cities like Vrindavan can be a	Municipal Corporation has seized 2221.9 kgs of plastic and imposed penalty of Rs.3,54,600/- in the year 2020-21 and has

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मथुरा

लिपिक
सिटी सैनिटेशन सेल
नगर निगम, मथुरा वृन्दावन (मथुरा)

23.10.21
NAGAR NIGAM MATHURA VRINDAVAN

अपर नगर आयुक्त
नगर निगम मथुरा-वृन्दावन 110001

	cost effective alternative to plastic plates cutting down on plastic pollution. The committee suggests that eco conscious companies which make such products should be promoted.	seized 265.5 kgs of plastic and imposed penalty of Rs 89,400/- till September 2021. Municipal Corporation has issued prohibition notification for the use, manufacture, sale, distribution, storage, transport and export import of plastic.
8	The Committee suggested that there is need to spend large part of the budget in waste treatment and disposal as budget on street cleaning, waste collection and transportation. As far as bio remediation of legacy waste is concerned, there is need to be carried out in scientific manner. Proper shed should be provided in the bioremediation area, in absence or which, work may be hampered during rain.	Municipal Corporation spends about 22 percent of total expenditure on street cleaning, waste collection, transportation and disposal. For the disposal of Legacy waste Municipal Corporation has sought guidance from Urban Development Department, Uttar Pradesh via letter vide no.538/N.A.A/2019-20 dated 29/07/19 & 624/CSC/2020-21 dated 19/09/20. In response of same Urban Development Department, Uttar Pradesh via letter vide no.3624/नौ/-5-2020-235सा/2019 dated 26/08/2020 has selected an agency M/S Blackberry Overseas Pvt. Ltd. for bioremediation of Legacy waste with C&DS Jal Nigam as third party for better monitoring and execution of the project. Municipal Corporation has issued LOI to M/S Blackberry Overseas Pvt. Ltd. to initiate work for the treatment of legacy waste on 24/11/20. C&DS then for estimation of Legacy waste has conducted Volumetric, areal mapping and density test in which quantum of waste has come out to 2.6 lakh MT. Municipal Corporation has signed tripartite agreement with M/S Blackberry Overseas pvt. ltd and C&DS Jal Nigam, Uttar Pradesh on 7th September 2021 for initiation of work of disposal of Legacy Waste at Nagla Kolhu Mathura.
9	The Committee also noticed that under the provisions of Solid Waste Management Rules 2016 the bulk generators have made responsible for the treatment and disposal of solid waste within their own premises. These are required to be identify and made to comply as per the Rules, 2016 Hence, solid waste is treated and disposed as per norms within their premises, This will also improve overall sanitary conditions and environmental improvement.	NNMV has issued notice to 230 Bulk waste Generators & 70 hospitals of the city for onsite composting. Municipal Corporation has also issued penalty notice to 92 Bulk waste generators and 24 hospitals for non-compliance of SWM Rules-2016

श्री लिपिक
 ऋषभ कान्त दुबे सिटी सैनितेशन सेल
 सैनितेशन एक्सपर्ट
 नगर निगम मथुरा-वृन्दावन (मथुरा)
 नगर निगम मथुरा-वृन्दावन
 मथुरा

S.S. VADAV
 22/10/21
 ZONAL SANITARY OFFICER
 NAGAR NIGAM MATHURA VRINDAVAN

अपर नगर आयुक्त
 नगर निगम मथुरा-वृन्दावन मथुरा

10	The committee suggested that local body should establish waste deposition center for domestic hazardous waste and give direction for waste generators to deposit those at this center for its safe disposal. There is need to submit annual report by every local body every year. In view of the safety of health hazards associated with handling of MSW, it mandatory to equip the workers with adequate safety equipment and providing the with facility of medical check-ups.	Municipal Corporation has made provision of third bin in all the door to door vehicles to collecte domestic hazardous waste. Workers at MSW facility are well equipped with PPE kits like Helmet, jackets, gloves, masks, etc. Routine Health Check-up of rag pickers is being done on time-to-time basis. Vaccination Camps has been organized by the Municipal Corporation to protect Rag Pickers from the outbreak of Covid-19.
11	The Committee recommends that all waste transport vehicles can be made to operate on renewable source of energy instead of fossil fuels. To start with, a beginning should be made at least by using locally available CNG instead of imported diesel oil or petrol. Deployment of additional safaikarmis and waste transport vehicles shall be made during festival period keeping floating population rise.	Municipal Corporation has 104 auto tippers with different partitions for wet, dry and hazardous waste. Out of 104 Vehicles, 85 vehicles operate on CNG. Municipal Corporation in the coming future would be upgrading its door to door vehicles to run 100% on CNG. Municipal Corporation deploys additional dedicated manpower and vehicles during festival period. Municipal Corporation has also authorized M/s BVG India Pvt. Ltd & M/S Ujjwal Braj in the high footfall areas.
12	There is a need for the dedicated alternative plan of electricity, which can be utilized in operation of machinery in case of electricity interruption.	Municipal Corporation would be working to device methods about alternative of electricity, which can be utilized in the operation of machinery in case of electricity interruption.
13	The Committee also suggests to conduct technical workshops, seminars, interactive sessions involving local residents to spread awareness on environmental issues.	Municipal Corporation has appointed an agency M/S Basix Municipal Ventures for IEC activities and propagating behavioral changes among citizens towards source segregation and maintains hygiene & cleanliness in the society. Municipal Corporation has organized several IEC activities to engage citizens in activities related to sanitation (like nukkad natak, drawing, wall painting, jingles, drama competition at school & city level). Municipal Corporation also conducts training & capacity building of officers and safaikaramcharis.

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मथुरा

लिपिक
सिटी सेनिटेरान सेल
र निगम, मथुरा वृन्दावन (मथुरा)

250
23/10/21
S.S. YADAV
ZONAL SANITARY OFFICER
NAGAR NIGAM MATHURA VENINDAVAN

आपर नगर आयुक्त
नगर निगम मथुरा-वृन्दावन मथुरा



Pic: Trommel at Legacy Waste Site Nagla Kolhu Mathura



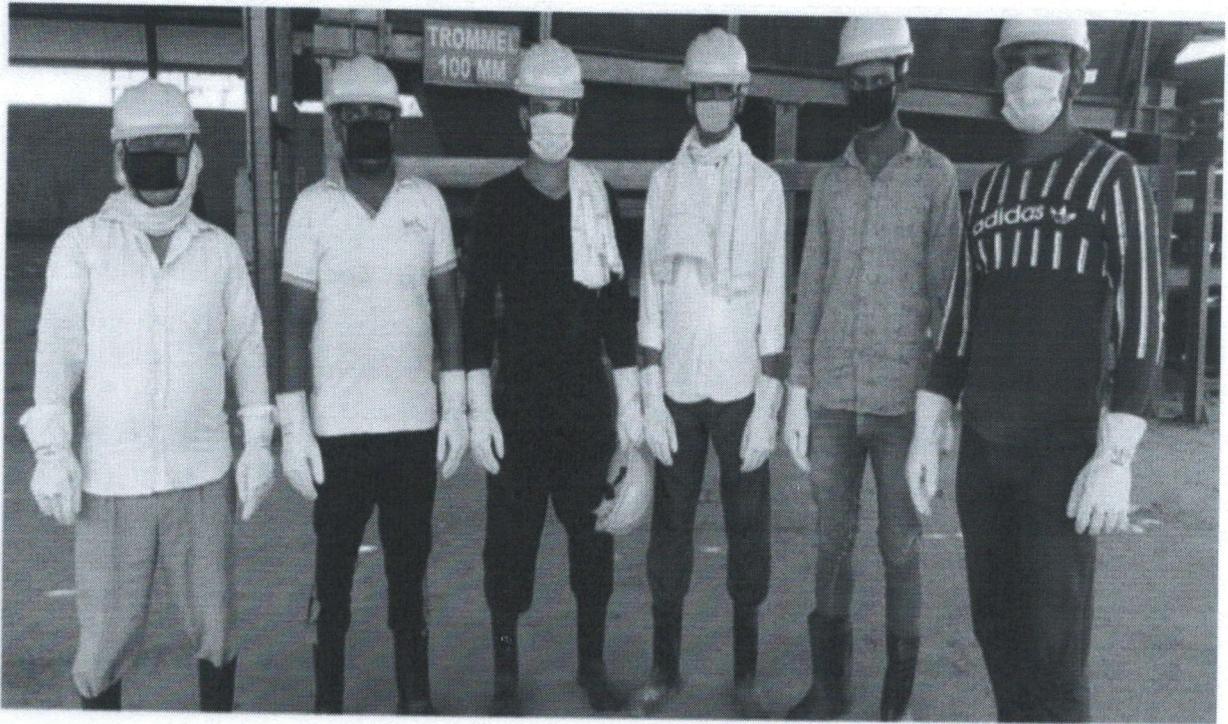
Pic: Trommel at Legacy Waste Site Nagla Kolhu Mathura



Pic: Empty Trench at Maant Road Site Vrindavan



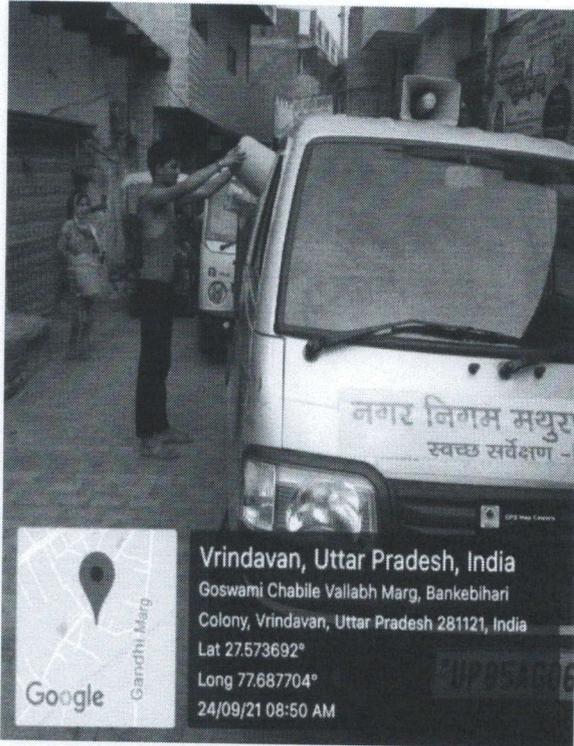
Pic: Empty Trench at Maant Road Site Vrindavan



Pic: Workers in PPE Kit at MSW Plant Nagla Kolhu Mathura



Pic: Workers in PPE Kit at MSW Plant Nagla Kolhu Mathura



Pic: Door to Door Collection Vehicle



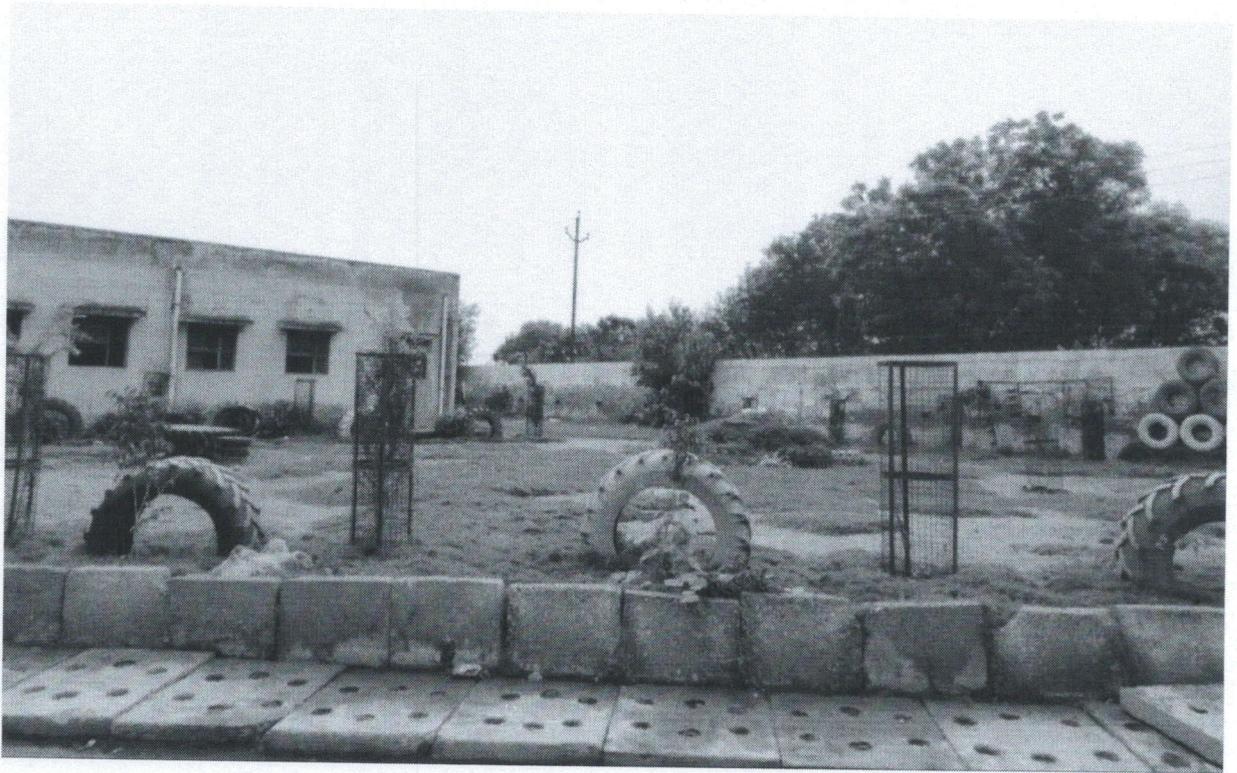
Pic: Door to Door Collection Vehicle at tipping floor of SWM Plant Nagla Kolhu



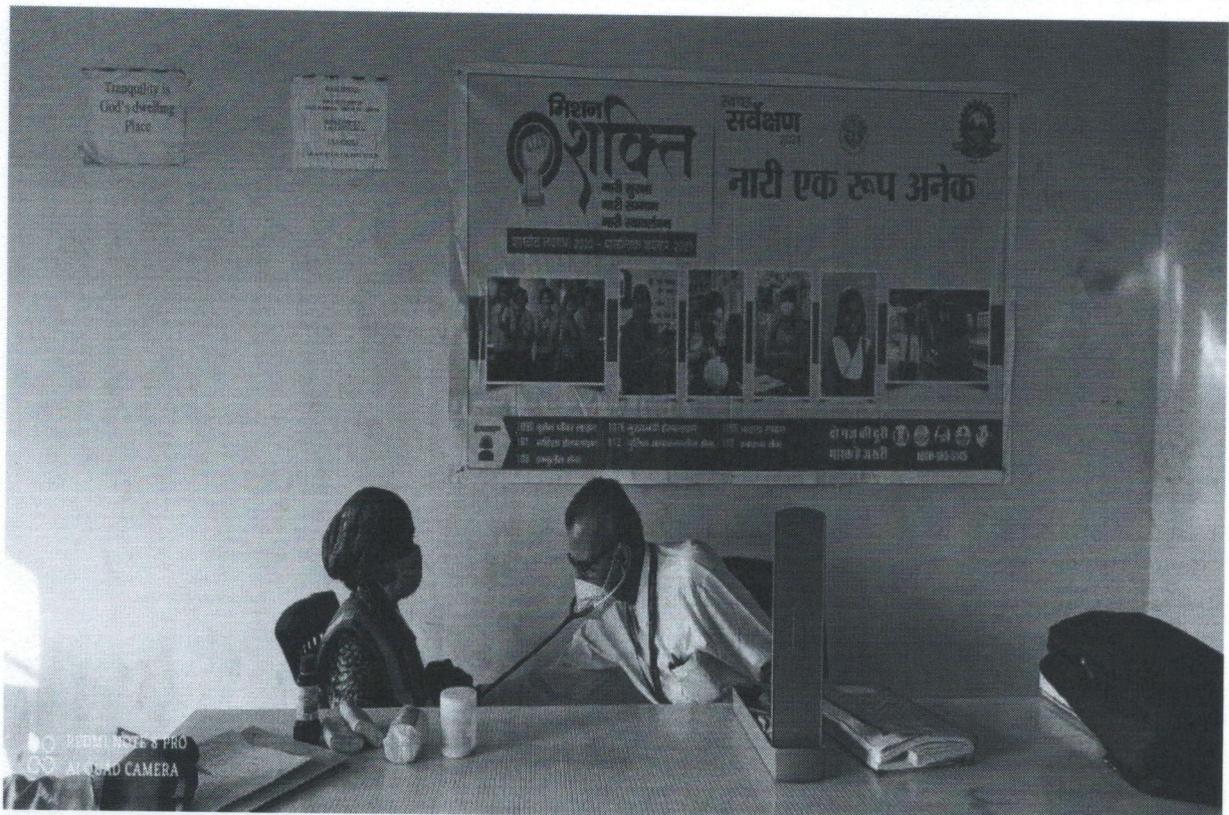
Pic: Suction Vehicle at Leachate Tank- SWM Plant Nagla Kolhu



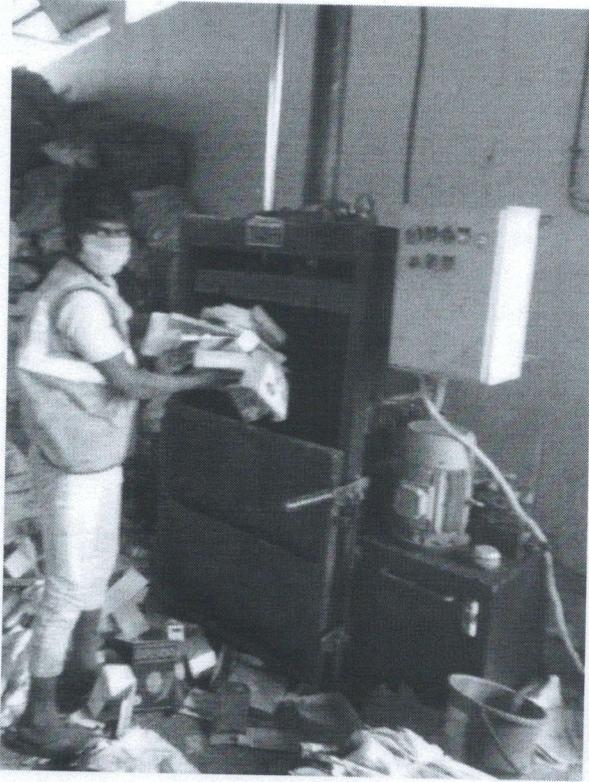
Pic: Plantation - SWM Plant Nagla Kolhu



Pic: 3R Park - SWM Plant Nagla Kolhu



Pic: Health Checkup of workers - SWM Plant Nagla Kolhu



Pic: MRF 21 Century Polymers - SWM Plant Nagla Kolhu



Pic: IEC Activities - Swachta Rally



Pic: IEC Activities - Nukkad Natak

कार्यालय : नगर निगम मथुरा-वृन्दावन, मथुरा

पत्र संख्या- 631/एस0टी0-2/2021-22

दिनांक- 09.11.2021

सेवा में,

अपर मुख्य सचिव,
उ0प्र0 शासन,
नगर विकास,
लखनऊ।

विषय:-मा0 राष्ट्रीय हरित अभिकरण नई दिल्ली में योजित M.A. no. 61/2021 IN O.A. No. 588/2019 Hem Singh Yog. Social Worker. Pr Deendayal Upladhyay Vichar Manch Vs State of Uttar Pradesh में मा0 अधिकरण द्वारा पारित आदेश दिनांक 22.09.2021 के अनुपालन के सम्बन्ध में।

महोदय,

सादर अवगत कराना है कि मा0 राष्ट्रीय हरित अधिकरण, नई दिल्ली में योजित M.A. no. 61/2021 IN O.A. No. 588/2019 Hem Singh Yog. Social Worker. Pr Deendayal Upladhyay Vichar Manch Vs State of Uttar Pradesh में मा0 अधिकरण द्वारा पारित आदेश दिनांक 22.09.2021 में वर्णित निर्देशों के क्रम में नगर निगम मथुरा-वृन्दावन से सम्बन्धित बिन्दुओं पर स्टेटस रिपोर्ट उपलब्ध कराये जाने की अपेक्षा की गयी है।

तत्क्रम में नगर निगम मथुरा-वृन्दावन की बिन्दुवार स्टेटस रिपोर्ट पत्र के साथ संलग्न कर प्रेषित है।

संलग्नक:यथोपरि।

भवदीय

(अनुमय झा) 9.11.21
नगर आयुक्त,

नगर निगम मथुरा-वृन्दावन।

प्रतिलिपि-संयुक्त सचिव, उ0प्र0 शासन, नगर विकास अनुभाग-5, लखनऊ को सूचनार्थ एवं आवश्यक कार्यवाही हेतु।

नगर आयुक्त,
नगर निगम मथुरा-वृन्दावन।

कार्यालय : नगर निगम मथुरा-वृन्दावन, मथुरा

पत्र संख्या- 621 / एस0टी0-2 / 2021-22

दिनांक- 09.11.2021

सेवा में,

अपर मुख्य सचिव,
उ0प्र0 शासन,
नगर विकास,
लखनऊ।

विषय:-मा0 राष्ट्रीय हरित अभिकरण नई दिल्ली में योजित M.A. no. 61/2021 IN O.A. No. 588/2019 Hem Singh Yog. Social Worker. Pr Deendayal Upladhyay Vichar Manch Vs State of Uttar Pradesh में मा0 अधिकरण द्वारा पारित आदेश दिनांक 22.09.2021 के अनुपालन के सम्बन्ध में।

महोदय,

सादर अवगत कराना है कि मा0 राष्ट्रीय हरित अधिकरण, नई दिल्ली में योजित M.A. no. 61/2021 IN O.A. No. 588/2019 Hem Singh Yog. Social Worker. Pr Deendayal Upladhyay Vichar Manch Vs State of Uttar Pradesh में मा0 अधिकरण द्वारा पारित आदेश दिनांक 22.09.2021 में वर्णित निर्देशों के क्रम में नगर निगम मथुरा-वृन्दावन से सम्बन्धित बिन्दुओं पर स्टेटस रिपोर्ट उपलब्ध कराये जाने की अपेक्षा की गयी है।

तत्क्रम में नगर निगम मथुरा-वृन्दावन की बिन्दुवार स्टेटस रिपोर्ट पत्र के साथ संलग्न कर प्रेषित है।

संलग्नक:यथोपरि।

भवदीय

(अनुनय झा)

नगर आयुक्त,

नगर निगम मथुरा-वृन्दावन।

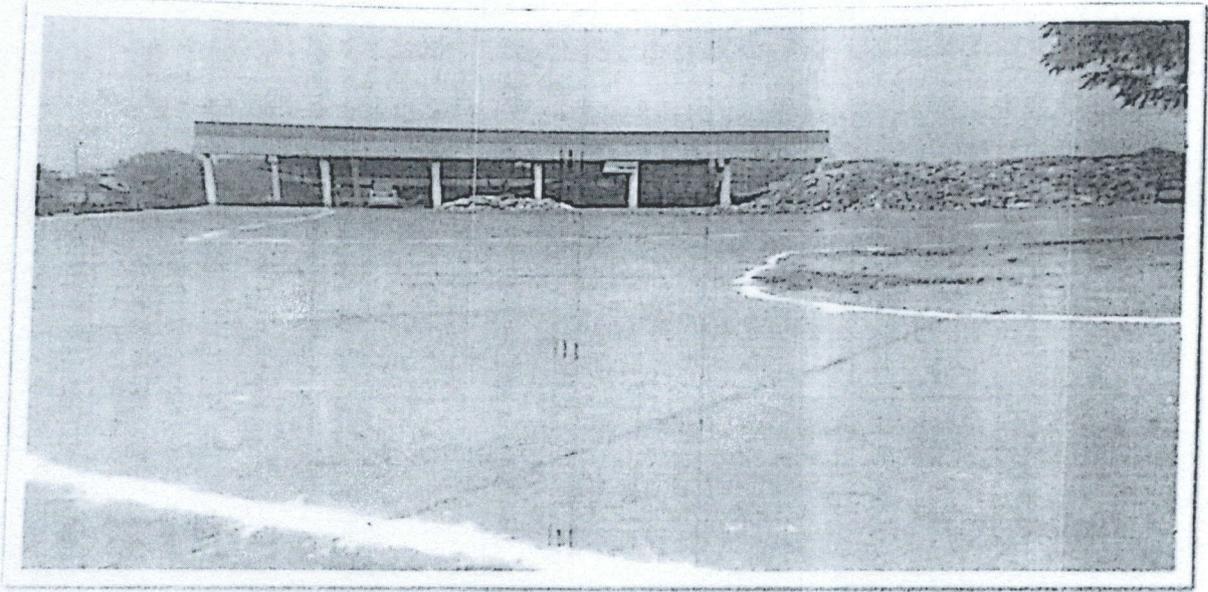
प्रतिलिपि-संयुक्त सचिव, उ0प्र0 शासन, नगर विकास अनुभाग-5, लखनऊ को सूचनार्थ एवं आवश्यक कार्यवाही हेतु।

नगर आयुक्त,

नगर निगम मथुरा-वृन्दावन।

/

STATUS REPORT ON
HON'BLE
NGT OA 588/2019



BY



MATHURA VRINDAVAN MUNICIPAL
CORPORATION

Point Wise Status Report

1. Legacy Waste:

For the disposal of Legacy waste Municipal Corporation has sought guidance from Urban Development Department, Uttar Pradesh via letter vide no.538/N.A.A/2019-20 dated 29/07/19 & 624/CSC/2020-21 dated 19/09/20. In response of same Urban Development Department, Uttar Pradesh via letter vide no.3624/नौ/-5-2020-235सा/2019 अनुभाग -5 dated 26/08/2020 has selected an agency M/S Blackberry Overseas Pvt. Ltd. for bioremediation of Legacy waste with C&DS Jal Nigam as third party for better monitoring and execution of the project. Municipal Corporation has issued LOI to M/S Blackberry Overseas Pvt. Ltd. to initiate work for the treatment of legacy waste on 24/11/20. C&DS then for estimation of Legacy waste has conducted Volumetric, areal mapping and density test in which quantum of waste has come out to 2.6 lakh MT. Due to second wave of Covid-19 from March 2021 to June 2021 and because of monsoon from July 2021 to September 2021 the work of legacy waste remediation could not be initiated. Municipal Corporation has signed tripartite agreement with M/S Blackberry Overseas Pvt. Ltd and C&DS Jal Nigam, Uttar Pradesh on 7th September 2021 for initiation of work of disposal of Legacy Waste at Nagla Kolhu Mathura. The agency has placed their Trommel for the disposal of legacy waste at the said site on 23rd October 2021.

Treatment plan of legacy waste:

The Trommel placed at the said site functions for two shifts of 8 hours each and disposes around 600 MT of waste per day. The second trammel shall be installed by M/s Blackberry Overseas Pvt. Ltd. by 15 November 2021, and after placement of second trammel the total potential for treating legacy waste would become 1200 MT per day and 36000 MT in a month. Similarly it would take approximately 217 days to bio-remediate the entire legacy waste at Nagla Kolhu, Mathura site. Hence, the deadline for entire legacy waste bioremediation has been fixed at 30-06-2022 for M/S Blackberry Overseas Pvt. Ltd.

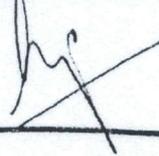
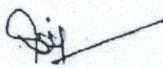
At present around 7000 MT of Legacy waste has been remediated in 14 days since the installation of 1 st Trommel working in 2 shifts. Two windrows are operational at the said site.

M/s Blackberry Overseas Pvt Ltd is engaging with firm Invofix International Pvt Ltd for disposal of RDF and SCF produced after treatment of legacy waste at the said site. First right of refusal for compost produced after treatment of legacy waste is with Municipal corporation which would be sold to agency Indian Agro Organic Pvt Ltd determined rates of Rs. 311.00 per metric ton.

Inspection of the legacy waste site:

Weekly inspection of the Nagla Kolhu legacy waste site would be done by Additional Municipal Commissioner Nodal officer for solid waste management plant. Twice in a week inspection would be done by Zonal Sanitary Officer who is incharge of SWM plant Nagla Kolhu. Fortnight visit would also be carried out by Municipal Commissioner Mathura Vrindavan Municipal Corporation.

Construction and Design Services UP Jal Nigam are authorized by UP Govt. for technical supervision of the legacy waste site. Monthly areal mapping, volumetric analysis, drone survey of the legacy waste site would be done by 25th of every month by C&DS Jal Nigam Mathura.



2. Leachate Treatment :

Leachate Tank is operational at SWM Plant NaglaKolhu. Leachate generated from windrows flows via leachate drain to leachate tank. Drains carrying leachate are cleaned at regular intervals so as to ensure that leachate does not overflow and pollute ground water.

Leachate collected in the tank is taken away by sewer suction Machine to the nearest STP for further treatment.

Approach road is also kept free from any hurdles by regular cleaning and maintenance so that vehicle can reach leachate tank.

3. Approach Road to legacy waste site:

Road to Nagla Kolhu would be made completely pothole free with in next Fifteen day.

4. Air Pollution control measures:

A dedicated water sprinkler has been placed at Nagla Kolhu which is used to sprinkler water on the roads nearby SWM plant Nagla Kolhu in order to suppress dust particles and reduce air pollution.

5. Alternate Solid Waste Management Site:

Under the city development plan by Mathura Vrindavan Development Authority and alternates site for treatment of solid waste is proposed at Aurangabad zone.

6. Polluter Pays

M/s Blackberry Overseas pvt ltd has been directed to maintain inventory of MSW, Compost, RDF , Raw Material, Processed C&D waste and Landfilled amount. Failure to maintain these records and to follow the directives shall invite penal provisions as per the polluter pays principle.

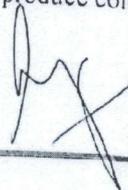
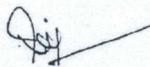
7. Municipal Corporation has also developed two parks within SWM Plant NaglaKolhu by planting saplings, grass and using waste materials, on the principle of 3R(Reduce, Reuse & Recycle) to promote it , which preliminarily emphasizes the importance of waste reduction, reuse, and recycling side-by-side with waste processing or management. The adoption of 3R principles minimizes the amount of waste to be disposed, thereby also minimizing the public health and environmental risks associated with it.

Municipal Corporation in the previous year has planted 500 saplings around the periphery of SWM Plant to increase green cover.

Municipal Corporation has also recently planted 110 saplings in order to absorb harmful airborne particles and gaseous pollutants, suppress foul odor, improve the air quality and contribute to cleaner environment.

8. Municipal Corporation has a Plastic to Fuel plant of capacity 5 TPD at NaglaKolhu Mathura which has been installed under PM's Swachh Bharat Yojna as per directives by Ministry of Petroleum and Natural Gas (MoPNG) by Engineers India Limited. The Plant is operated by M/s Paterson Energy Pvt. Ltd. The plant is enough to cater current plastic waste generated in the city.

9. The organic waste to Compost (OWC) Plant of capacity 5 TPD near HazarimalSomani ground, Vrindavan has been successfully installed and has been made operational. The segregated wet waste collected by door to door vehicle is provided to the plant to produce compost.



OWC of capacity 1 TPD at Vrindavan zone is functional; the leftover waste from the vegetable vendors at mandisamiti is collected to make compost.

10. NNMV has issued notice to 230 Bulk waste Generators & 70 Hospitals of the city for onsite composting in their premises for compliance of SWM Rules-2016 and as directed in Hon'ble NGT order OA No.199/2014 Almitra H. Patel & Anr. Vs. Union of India & Ors. and OA No.281/2016 Kudrat Sandhu. Govt. of NCT & Ors.
Municipal Corporation has also issued penalty notice to 92 Bulk waste generators and 24 hospitals for non-compliance of SWM Rules-2016
11. Municipal Corporation has seized 2221.9 kgs of plastic and imposed penalty of Rs.3,54,600/- in the year 2020-21 and has seized 265.5 kgs of plastic and imposed penalty of Rs 89,400/- till September 2021.
Municipal Corporation spends about 22 percent of total expenditure on street cleaning, waste collection, transportation and disposal.
12. Municipal Corporation has made provision of third bin in all the door to door vehicles to collect domestic hazardous waste separately.
Workers at MSW facility are well equipped with PPE kits like Helmet, jackets, gloves, masks, etc.
Routine Health Check-up of rag pickers is being done on time-to-time basis. Vaccination Camps has been organized by the Municipal Corporation to protect Rag Pickers from the outbreak of Covid-19.
Municipal Corporation would be working to device methods about alternative of electricity, which can be utilized in the operation of machinery in case of electricity interruption.
13. Municipal Corporation has appointed an agency M/S Basix Municipal Ventures for IEC activities and propagating behavioral changes among citizens towards source segregation and maintains hygiene & cleanliness in the society. Municipal Corporation has organized several IEC activities to engage citizens in activities related to sanitation (like nukkadnatak, drawing, wall painting, jingles, drama competition at school & city level). Municipal Corporation also conducts training & capacity building of officers and safaikaramcharis.



Zonal Sanitary Officer
Municipal Corporation Mathura Vrindavan



Additional Municipal Commissioner
Municipal Corporation Mathura Vrindavan

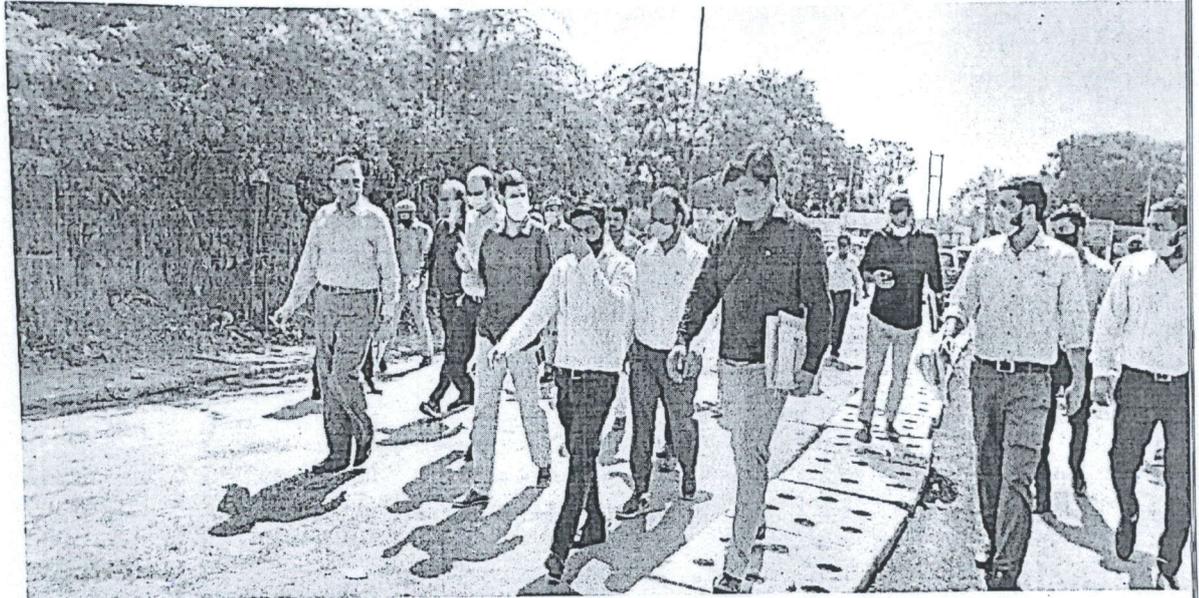


Municipal Commissioner
Municipal Corporation Mathura Vrindavan

PIC:Trommel at Legacy waste site

1. PictureGallery

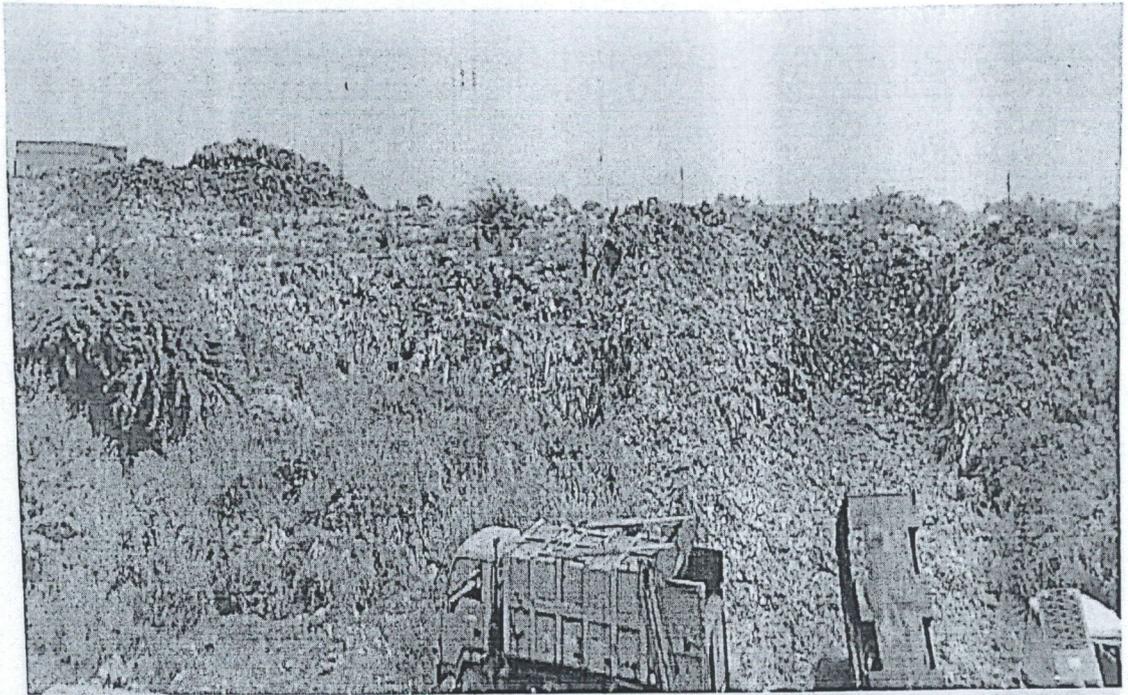
Hon'ble
Shri SVS
Rathore,
Chairman,
NGT
Oversight
Committee
visit at
NaglaKolhu,
Mathura



Hon'ble
Shri SVS
Rathore,
Chairman,
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Oversight
Committee
visit at
NaglaKolhu,
Mathura On
06-11-21



Before
-
Legacy
Waste
Site



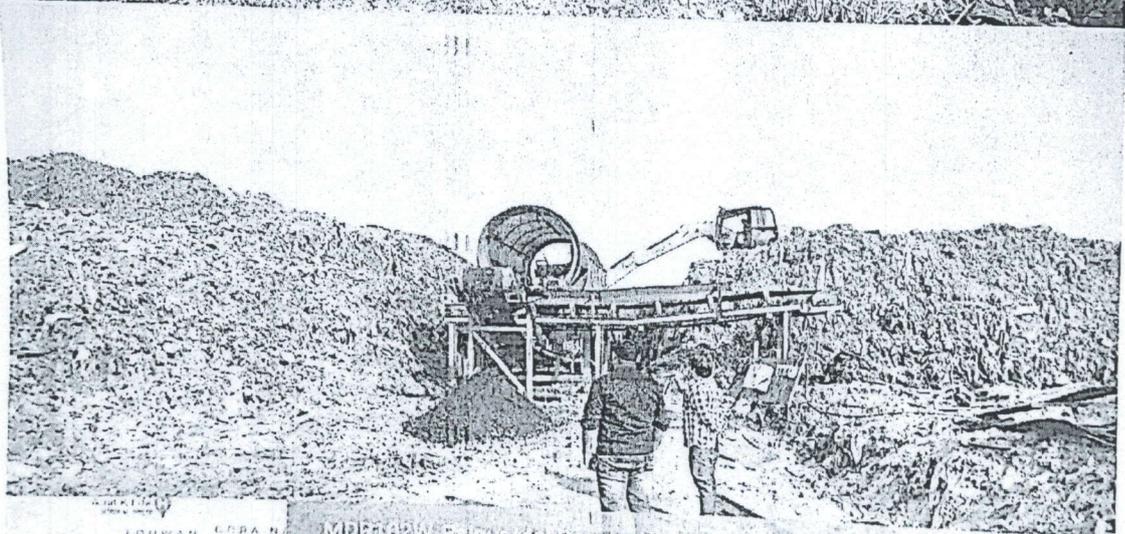
After
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Legacy
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Before
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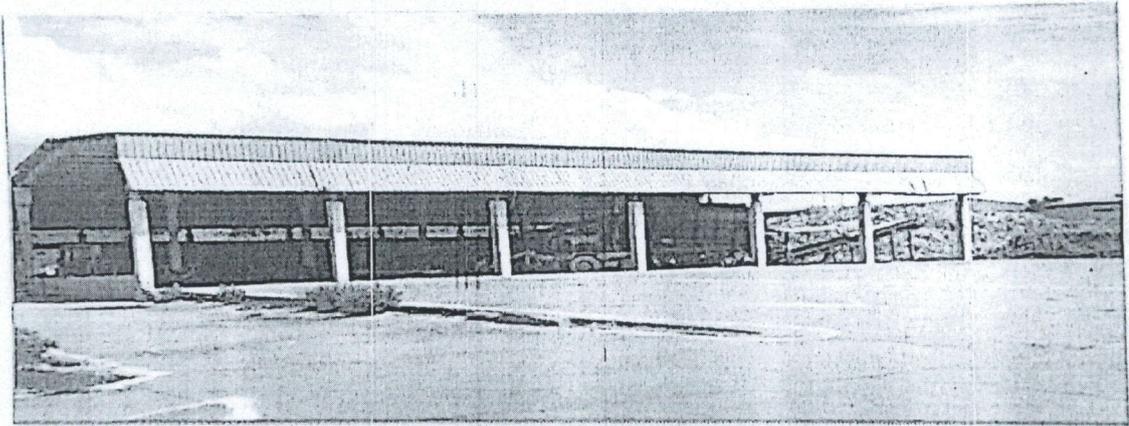
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Rajpur Maal Bander
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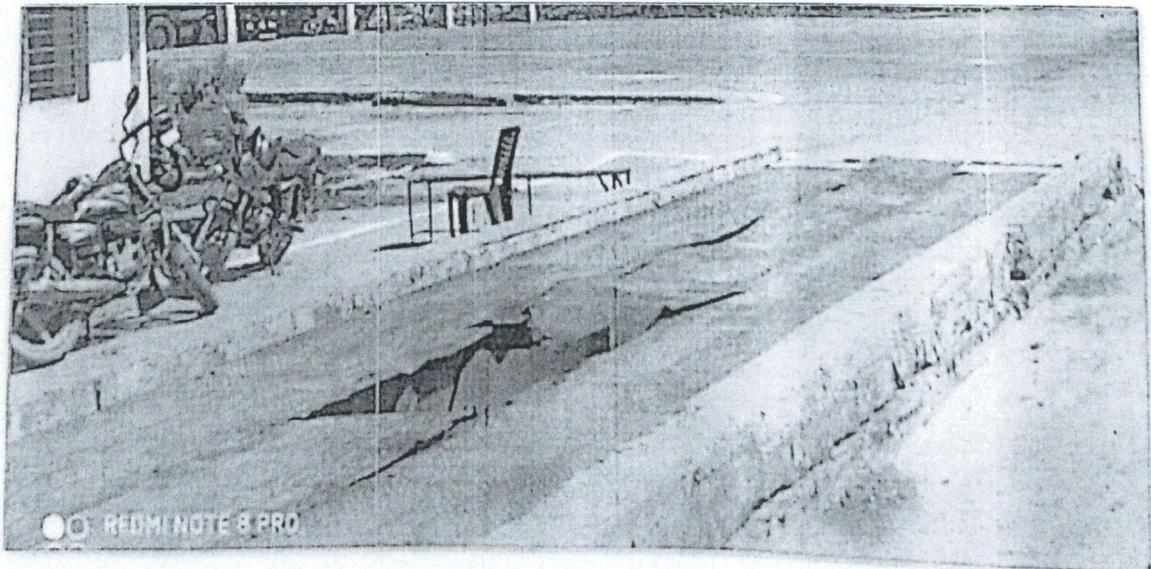
Before
-
SWM
Plant



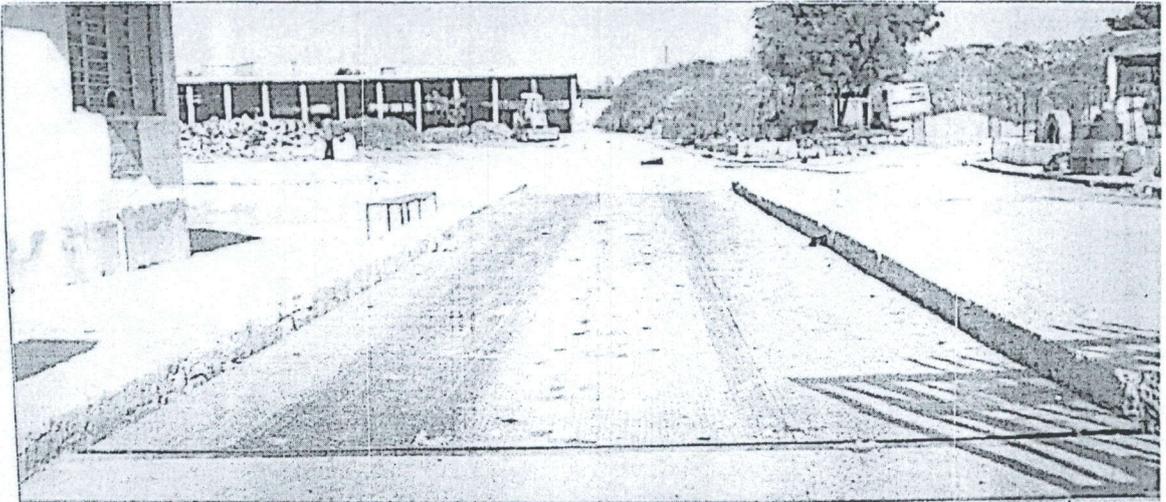
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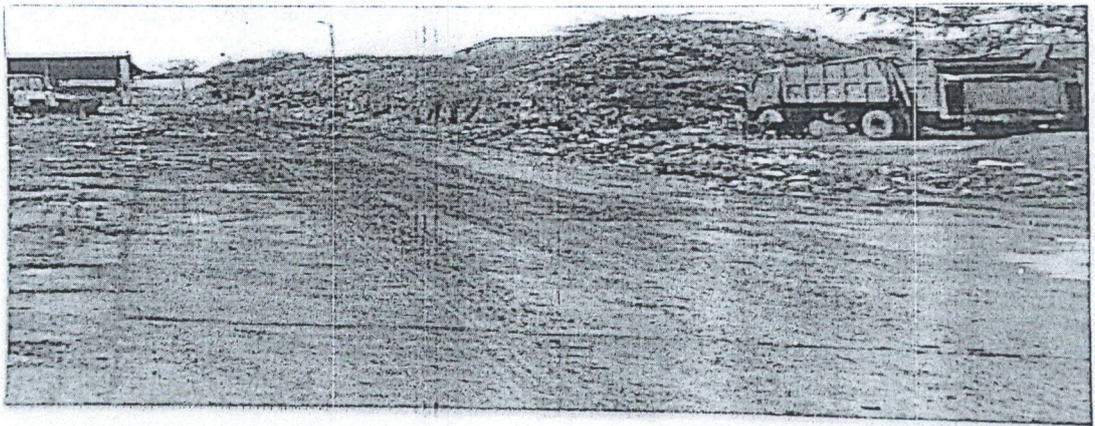
Before
-
Weight
Bridge



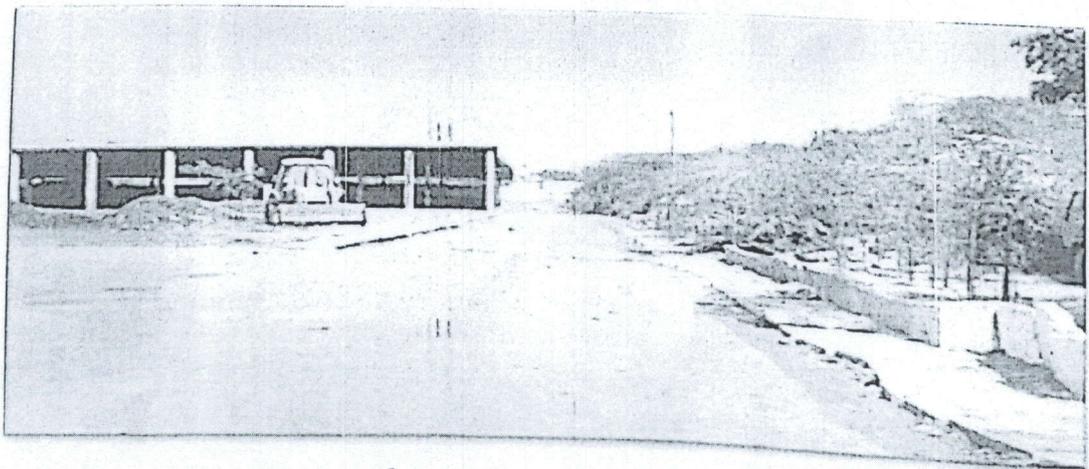
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Weight
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Before
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SWM
Plant

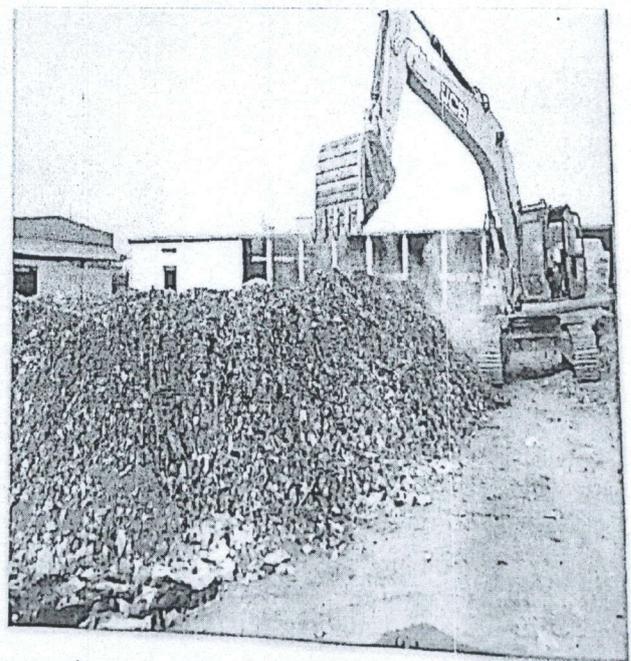


After
-
SWM
Plant

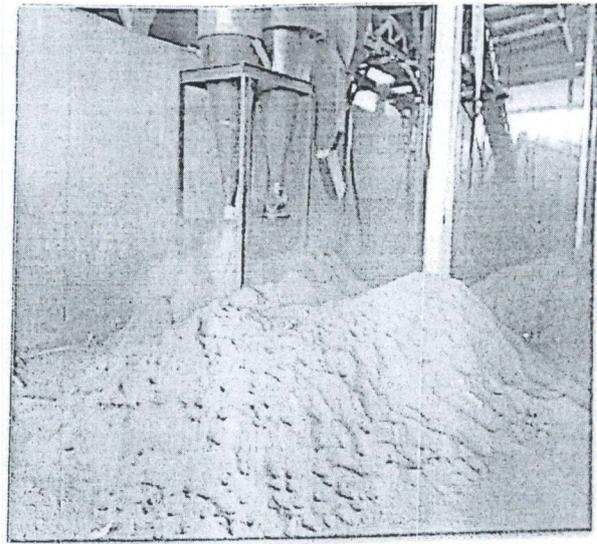
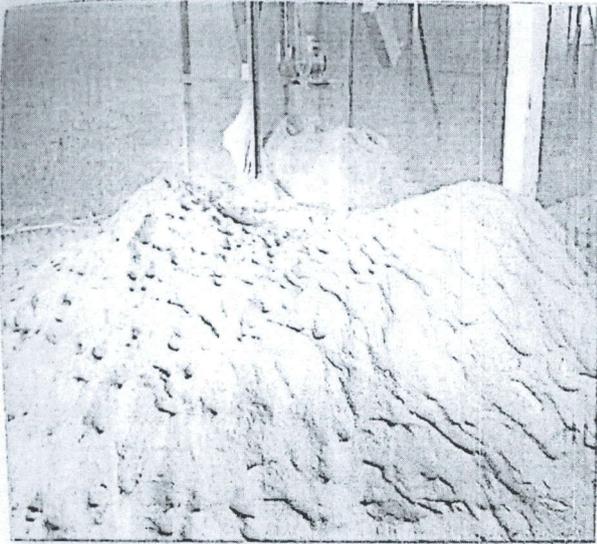




PIC: AutoTipper emptying at Tipping Floor

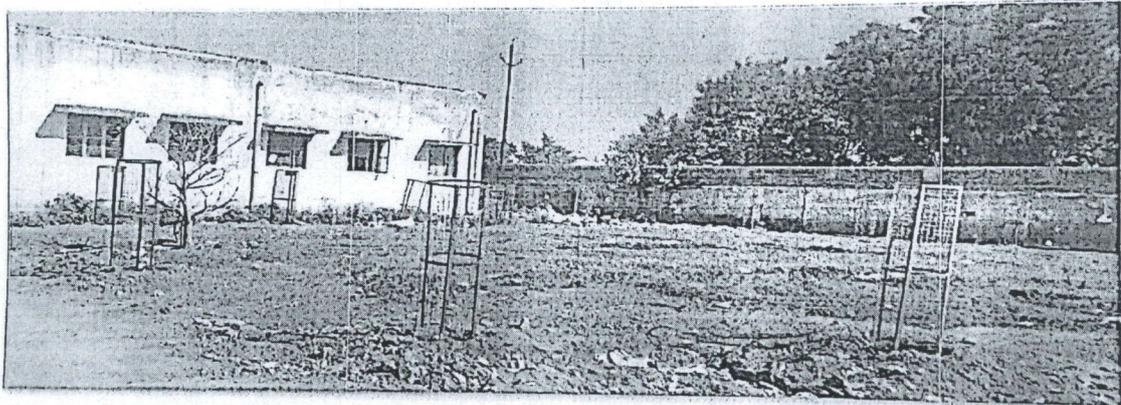


PIC: Spray of Bio-Culture on Windrows and overturning of Windrows

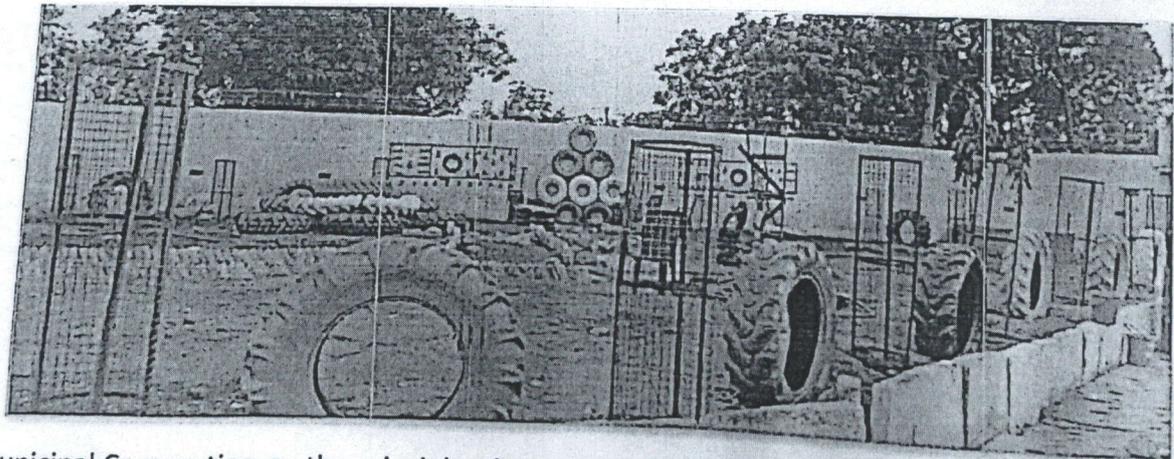


PIC:Composting Section

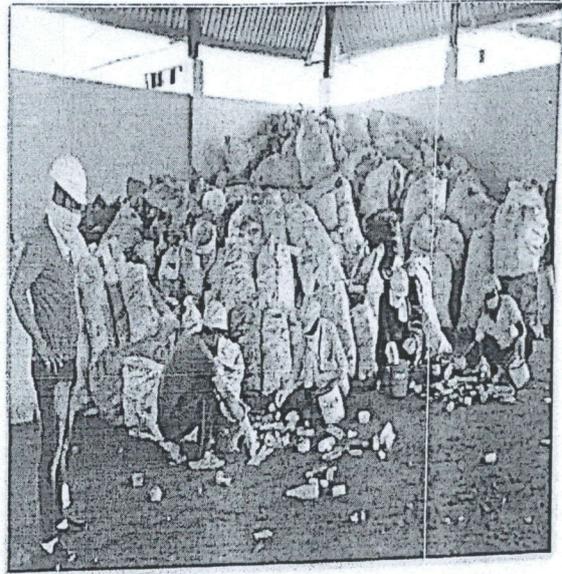
Before



After-
3R
Park



PIC: Municipal Corporation on the principle of 3R(Reduce,Reuse,Recycle)is developing a park at Solid Waste Management Plant by using waste materials like plastic, tyres and other waste materials



PIC:Segregation and packaging of recyclable dry waste at Recycling Unit

दस वर्ष से बंद पड़े प्लांट में कूड़े से खाद बनाने का कार्य शुरू, नगर आयुक्त, महापौर ने किया उद्घाटन

मथुरा। नगर निगम मथुरा-भूदायन के नयाका कोल्ड स्ट्रिच में स्थित शोध प्रयोगशाला प्लांट पर 10 वर्ष पूर्व लगभग 2.50 लाख मीट्रिक टन लीगेसी वेस्ट के निष्कारण हेतु नयाका में परम्परागत प्लांट का परिवर्णन की योजनाएं ही मुहल आयुक्तमू एवं नगर आयुक्त अनुभव का श्रम मयूक्त रूप से उद्घाटन किया गया।

पूर्ववर्ती नगर पालिका पाणवट के कावकावत के दौरान वर्ष-2012-13 में प्रोसेसिंग प्लांट का कार्य कार्यदायी संस्था द्वारा अवसूद्ध करते हुए खाद व्यापक कर दिया गया था जिसमें प्लांट पर कचरे की प्रोसेसिंग का कार्य अवसूद्ध हो गया था परिणामस्वरूप उक्त प्लांट पर लगभग 2.50 लाख मीट्रिक टन कचरा एकत्रित हो गया प्लांट पर एकत्रित लीगेसी वेस्ट की प्रोसेसिंग हेतु शासन द्वारा निरिक्त कार्य कराया गया जिसमें जनैकवेरी औद्योगिक प्रा लि संस्था का चयन शासन द्वारा किया गया। नगर निगम द्वारा माह सितम्बर 2021 में नाला



कोल्ड स्थित प्लांट लीगेसी वेस्ट की प्रोसेसिंग हेतु अनुभव्य सम्पादन किया गया। कार्यदायी संस्था द्वारा प्लांट पर 300 टन प्रतिदिन क्षमता का ट्रीटल संचालित कराया गया है जिसमें प्रतिदिन दो चलिचों में लगभग 500 टन लीगेसी वेस्ट का निस्कारण

कराया जायेगा। इस संबंध में नगर आयुक्त अनुभव झा ने बताया कि दीपावली पर्व के उपरान्त माह नवम्बर में लीगेसी वेस्ट प्रोसेसिंग की क्षमता में वृद्धि की जायेगी। कार्यदायी संस्था द्वारा दूसरे ट्रीटल को स्थापना कराये

जायेगी जिससे प्रतिदिन 1000 मीट्रिक टन लीगेसी वेस्ट का निस्कारण संभव हो सकेगा। उक्त कार्य 300 दिवस के अन्दर पूर्ण किये जाने हेतु लक्ष्य निर्धारित किया गया है। लीगेसी वेस्ट के प्रसंस्करण से प्राप्त आर.डी.एफ. का उपयोग

जायेगी। आगामी 06 माह में प्लांट की क्षमता दोगुनी की जायेगी। इसके अतिरिक्त प्लांट पर प्रोसेसिंग हेतु एक जेसीवी एवं कचरे की गिन्डोजन पर कल्चर छिड़काव हेतु टैंकर संचालित करित प्रेशर मशीन सौकर उपलब्ध कराया जायेगी।

औद्योगिक कार्य में ईंधन के रूप में किया जायेगा साथ ही खाद का उपयोग कृषि कार्य में हेतु किया जायेगा। लीगेसी वेस्ट की प्रोसेसिंग के उपरान्त उक्त स्थल पर खाद सुधारोपण करते हुए पार्क का निर्माण कार्य कराया जायेगा।

इसके अतिरिक्त नगर निगम क्षेत्रान्तगत प्रतिदिन जनित कचरे को निस्कारण हेतु 180 टन प्रतिदिन क्षमता के प्लांट को क्षमता वृद्धि भी कराये

10 वर्ष पुराने लीगेसी वेस्ट का प्रसंस्करण कार्य का शुभारम्भ

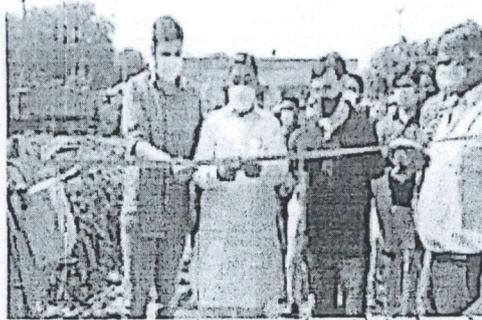
- मा0 महापौर डा0 मुकेश आर्यवन्धु एवं नगर आयुक्त महोदय श्री अणनय झा जी द्वारा किया शरारंभ

- पूर्ववर्ती नगर पालिका परिषद मथुरा के समय प्लांट का संचालन बन्द होने पर एकत्रित हुआ था लगभग 2.50 लाख मीट्रिक टन लीगेसी वेस्ट

- 500 टन प्रतिदिन लीगेसी वेस्ट का किया जायेगा प्रसंस्करण

नई धारा मथुरा। नगर निगम मथुरा-वृन्दावन के नगला कोल्ड स्थित टोम अर्पाशट प्रबन्धन प्लांट पर लगभग 2.50 लाख मीट्रिक टन लीगेसी वेस्ट के निस्तारण हेतु लगभग 10 वर्ष पूर्व प्रसंस्करण प्लांट का उद्घाटन महापौर डा0 मुकेश आर्यवन्धु एवं नगर आयुक्त श्री अनुनय झा द्वारा किया गया। पूर्ववर्ती नगर पालिका परिषद मथुरा के कार्यकाल के दौरान वर्ष-2012-13 में प्रोसेसिंग प्लांट का कार्य कार्यदायी संस्था द्वारा अवरूद्ध करने हुए आर्बिटरन वाद खार कर दिया गया था, जिससे प्लांट पर कचरे की प्रोसेसिंग का कार्य पूर्णतया अवरूद्ध हो गया था, परिणामस्वरूप उक्त प्लांट पर लगभग 2.50 लाख मीट्रिक टन

कचरा एकत्रित हो गया था। प्लांट पर एकत्रित लीगेसी वेस्ट की प्रोसेसिंग हेतु जायन द्वारा निविदा कार्य करवाया गया था, जिसमें ब्लैकवेरी ओवरसीज प्रा0 लि0 संस्था का चयन शासन द्वारा किया गया। नगर निगम द्वारा माह सितम्बर 2021 में नगला कोल्ड स्थित प्लांट लीगेसी वेस्ट की प्रोसेसिंग हेतु अनुबन्ध सम्पादित किया गया। कार्यदायी संस्था द्वारा प्लांट पर 300 टन प्रतिदिन क्षमता का टोमल स्थापित करवाया गया है, जिससे प्रतिदिन 02 पार्लियों में लगभग 500 टन लीगेसी वेस्ट का निस्तारण कराया जायेगा। दीपावली पर्व के उपरांत माह नवम्बर में लीगेसी वेस्ट प्रोसेसिंग की क्षमता में वृद्धि की जायेगी। कार्यदायी संस्था द्वारा दूसरे टोमल



को स्थापना करवाया जायेगा, जिससे प्रतिदिन 1000 मीट्रिक टन लीगेसी वेस्ट का निस्तारण संभव हो सकेगा। उक्त कार्य 300 दिवस के अन्दर पूर्ण किये जाने हेतु लक्ष्य निर्धारित किया गया है। लीगेसी वेस्ट के प्रसंस्करण से प्राप्त आर0डी0एफ0 का उपयोग औद्योगिक कार्य में इंधन के रूप में किया जायेगा साथ ही खाद का उपयोग कृषि कार्य हेतु किया

जायेगा। लीगेसी वेस्ट की प्रोसेसिंग के उपरांत उक्त स्थल पर वृहद वृक्षारोपण करते हुए पार्क का निर्माण कार्य कराया जायेगा। इसके अतिरिक्त नगर निगम क्षेत्रान्तर्गत प्रतिदिन जनिता कचरे की निस्तारण हेतु क्रियाशील 180 टन प्रतिदिन क्षमता के प्लांट की क्षमता वृद्धि भी करावी जायेगी। आगामी 06 माह में प्लांट की क्षमता वृद्धि की जायेगी। इस हेतु प्लांट पर नवीन टोमल की स्थापना कराये जाने हेतु नगर आयुक्त महोदय द्वारा आदेशित किया गया। इसके अतिरिक्त प्लांट पर प्रोसेसिंग हेतु 02 नग जे0सी0वी एवं कचरे की विन्डोज पर क्लचर रिडक्ताव हेतु 01 नग टैंकर विद् जेंटिंग प्रेशर भी शीघ्र उपलब्ध कराया जायेगा।



वीर अर्जुन

विविध : वृहत् पढ़ाई की सेवा में समर्पित



दस साल से बंद पड़े प्लांट का महापौर और नगर आयुक्त ने किया उद्घाटन

मुकेश कुशवाह मथुरा। मथुरा - वृन्दावन नगर निगम के नगला कोल्ड स्थित टोम अर्पाशट प्रबन्धन प्लांट पर 10 वर्ष पूर्व लगभग 2.50 लाख मीट्रिक टन लीगेसी वेस्ट के निस्तारण के लिए लगवाए गए प्रसंस्करण प्लांट का शनिवार को महापौर डा. मुकेश आर्यवन्धु और नगर आयुक्त अनुनय झा द्वारा समुक्त रूप से उद्घाटन किया गया। पूर्ववर्ती नगर पालिका परिषद के कार्यकाल के दौरान वर्ष-2012-13 में प्रोसेसिंग प्लांट का कार्य कार्यदायी संस्था द्वारा अवरूद्ध करने हुए बाद दाखर कर दिया गया था

। जिसमें प्लांट पर कचरे की प्रोसेसिंग का कार्य अवरूद्ध हो गया था। परिणामस्वरूप उक्त प्लांट पर लगभग 2.50 लाख मीट्रिक टन कचरा एकत्रित हो गया। प्लांट पर एकत्रित लीगेसी वेस्ट की प्रोसेसिंग के लिए शासन द्वारा निविदा कार्य करवाया गया। जिसमें ब्लैकवेरी ओवरसीज प्रा. लि. संस्था का चयन शासन द्वारा किया गया। नगर निगम द्वारा माह सितम्बर 2021 में नगला कोल्ड स्थित प्लांट लीगेसी वेस्ट की प्रोसेसिंग के लिए अनुबन्ध सम्पादित किया गया। कार्यदायी संस्था द्वारा प्लांट पर 300 टन प्रतिदिन क्षमता का

टोमल स्थापित करवाया गया है। जिससे प्रतिदिन दो पार्लियों में लगभग 500 टन लीगेसी वेस्ट का निस्तारण कराया जायेगा। इस संबंध में नगर आयुक्त अनुनय झा ने बताया कि दीपावली पर्व के उपरांत माह नवम्बर में लीगेसी वेस्ट प्रोसेसिंग की क्षमता में वृद्धि की जायेगी। कार्यदायी संस्था द्वारा दूसरे टोमल को स्थापना करवाया जायेगी। जिससे प्रतिदिन 1000 मीट्रिक टन लीगेसी वेस्ट का निस्तारण संभव हो सकेगा। उक्त कार्य 300 दिवस के अन्दर पूर्ण किये जाने का लक्ष्य निर्धारित किया गया है।

LALIT KUMAR
Acc No.-UP14174304
MATHURA



सत्यमेव जयते

INDIA NON JUDICIAL
Government of Uttar Pradesh

e-Stamp

Certificate No.	: IN-UP56896102574717T
Certificate Issued Date	: 07-Sep-2021 01:17 PM
Account Reference	: NEWIMPACC (SV)/ up14174304/ MATHURA SADAR/ UP-MTH
Unique Doc. Reference	: SUBIN-UPUP1417430402643220748724T
Purchased by	: BLACK BERRY OVERSEAS PVT LTD.
Description of Document	: Article 5' Agreement or Memorandum of an agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	:
First Party	: BLACK BERRY OVERSEAS PVT LTD
Second Party	: MATHURA VRINDAVAN MUNICIPAL CORPORATION
Stamp Duty Paid By	: BLACK BERRY OVERSEAS PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



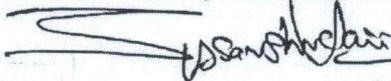
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This AGREEMENT (hereinafter referred to as the Agreement) is made on the 07th September 2021.

BETWEEN

M/s. Black Berry Overseas (P) Limited, a Company registered under Companies Act, 1956, having is registered office at G-11, North Square Mall, Netaji Subhash Place, Peetampura, New Delhi-110034, hereinafter referred to as "BBO" or the First Party which Expression shall, unless excluded by or repugnant to the context, be deemed to include it's successors, and assigns of the First Party acting through its representative Shri Subbanshu Jaini(Managing Director).

For BlackBerry Overseas Pvt. Ltd.


Director


अपर नगर आयुक्त
नगर निगम मथुरा-वृन्दावन मथुरा


General Manager (N-9)
C&D.S. U.P. Jal Nigam
Lucknow

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

AND

Mathura Vrindavan Municipal Corporation, Mathura hereinafter referred to as "MVMC" or the Second Party which expression shall, unless excluded by or repugnant to the context, be deemed to include it's successors, and assigns of the Second Party acting through representative Shri Satyendra Kumar Tiwari Additional Municipal Commissioner.

AND

Construction & Design Services, Uttar Pradesh Jal Nigam having its head office at TC-38-V, Vibhuti Khand, Gomti Nagar, Lucknow-226010 hereinafter referred to as "C&DS" or the Third Party which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, and assigns of the Third Party acting through its representative Shri Anil Goyal, General Manager (N-9).

The First Party, Second Party and the Third Party shall hereinafter individually refer to as 'Party' and collectively referred to as 'the Parties'

WHEREAS the First Party is selected by the Urban Development Department, U.P. Government for scientific processing and clearing of legacy solid waste site at Nagala Kolhu, Mathura by process of bioremediation.

WHEREAS the Second party is the Urban Local Body in-charge of municipal functions in Mathura.

WHEREAS the third party is Construction & Design Services (C&DS) is a wing of Uttar Pradesh Jal Nigam functioning in the field of Civil and E&M Construction and allied activities.

WHEREAS the Third Party has agreed to provide technical assistance to the Second Party and support execution of the Project.

Now, THEREFORE in consideration of the mutual premises and covenants set forth herein, the Parties have agreed and do, hereby agree as follows:

Construction of this Agreement shall be governed by and construed in accordance with the laws of INDIA

Work/Protocol

1. The scope of work includes Design, Build & Operate the required infrastructure for bioremediation and clearing of legacy waste sites including disposal of residual material after processing in a scientific and environmentally sustainable manner.

It involves the reduction of the un-processed waste, but is not limited to Excavating, Compacted mixed garbage which underwent biological degradation, by using suitable Mechanical Sieving Machine or any other equipment and taking all the materials excavated, in the assigned land areas and retrieving, recoverable materials and segregating, sorting, selling, storing, diverting for recycling the excavated materials.

Objective of the project is to achieve 100% processing and disposal of Legacy Waste along with reclamation of the dumpsite land.

2. **Technology**

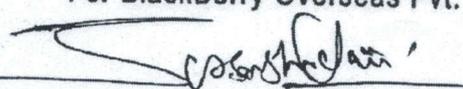
Processing of Legacy Solid Waste at Nagala kolhu, Mathura shall be done by the First Party deploying suitable technology in accordance with present rules and regulations, norms of Government Authorities like MOEF & CC, CPCB, UPPCB, solid Waste Management Rules 2016, National Green Tribunal (NGT) etc.

The technology should be flexible enough to augment the capacity and accommodate environment friendly changes to be imposed by governing authorities & regulatory agencies during the currency of contract.

3. **Plant & Capacity**

First Party shall install/deploy the processing facility/disposal facility of appropriate capacity (i.e minimum of two Trommels of capacity 300TPD each with 1st Trommel should be placed within one week of signing of agreement and another Trommel within one month and both of which will function in two 8 hours working shifts) and required manpower so as to clear the whole dump site allotted within a period of ONE YEAR or as Second Party feels necessary.

For BlackBerry Overseas Pvt. Ltd.


Director


अपर नगर आयुक्ता
नगर निगम मथुरा-वृन्दावन मथुरा


General Manager (N-9)
C&D.S. U.P. Jal Nigam
Lucknow

All the facilities required by applicable law and to meet scope & conditions of this contract shall be set up by First Party.

All expenses pertaining to setting up, operation and subsequent removal of required plant & machinery shall be borne by the First Party. First Party shall at its cost; expenses and risk make all such financing arrangements as would be necessary to implement the project and to meet all of its obligations under this Agreement, in a timely manner.

4. The Second Party will bear the cost bringing power and water to the work site. One time cost for this will be borne by the Second Party. The First Party will pay the bill for usage of power and water.

5. **Subsequent Assessment of quantity**

After formation of windrows for the first time, contour survey shall be carried by First Party under supervision of representatives of Second & Third Party to assess the impact of windrows formation on volume of dump if desired by First Party.

First party shall carry out contour survey every month for monitoring volumetric reduction of existing dump and submit its report to Third Party with calculation of quantity processed in the month.

After 50% dump reduction Third Party shall again carryout contours survey through 3D areal mapping in presence of the designated representatives of Second & First Party and submit the report as above for reconciliation of monthly quantity analysis.

This shall be followed by monthly contour survey and submission of reports as above.

If required Third Party shall again carryout 3D areal mapping after 100% dump removal and reclamation of land, preferably if the legacy waste is found to be dumped up to the considerable depth on the dumping ground.

First Party may setup weighment system for their own convenience at project site.

6. **Land**

Initial land required for setting up processing plant and machineries shall either be created by First Party at legacy dump site by clearing/moving dump or using plain land if available at the dump site. To meet any additional land required for subsequent expansion of the processing plant, First Party can use the land that is recovered after processing the legacy waste with prior approval of Second Party.

The land area reclaimed by processing will remain with the Second Party except as required for setting up of plant which can be used till completion of project period.

The First Party shall ensure optimum utilization of the project site and shall not use the same for any purpose not connected or incidental to the project or related activities.

7. **Disposal**

It is the sole responsibility of First Party to dispose off all the rejects/inert generated during the process.

By-products from such processing viz, recyclables, RDF, enriched soil etc. will be the property of the First Party, however it can provided to second party free of cost if second party demands it.

Disposal of inerts and the construction and demolition waste will be managed at the same site in manners suggested by the Second Party.

E waste, hazardous waste and recyclables such as the plastic, glass, metal etc. shall not any way form the part of inert waste.

The cost of the transportation of RDF or any other product(s) including leachate handling will be borne by the First Party.

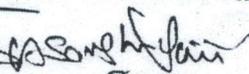
Soil conditioner derived after processing shall be within specified limits mentioned in MSW rules 2016.

First Right of Refusal for Soil Conditioner or Compost would be of Second Party.

SLF facility shall not be provided for disposal of processed waste and responsibility of its disposal as per CPCB/ State PCB guidelines shall solely rest with First Party.

First Party shall in all respect of the project, procure the applicable Permits and be in compliance thereof at all times during the currency of this Agreement.

For BlackBerry Overseas Pvt. Ltd.



Director

अपर नगर आयुक्त
नगर निगम मथुरा-वृन्दावन मथुरा


General Manager (N-9)
C&D.S. U.P. Jal Nigam
Lucknow

8. Monitoring of the processing facility

It shall be primary duty of the Second party to make concurrent monitoring on daily basis about the operation and maintenance of processing facility and any deficiency observed must be duly communicated on the same day. The parties agree to mutually adopt a transparent, standard operating procedure for quality monitoring of the processing facility and it's operation. The Third party will provide suitable guidance and may also make its own mechanism to verify and inspect the operations of the processing facility. The Third Party may on its own or through any other agency monitor the quality of services rendered by First Party.

9. Periodical Reporting

The First party shall, at the end of every month or at lesser intervals as required by Second/Third Party, furnish detailed breakup in MT of Total Legacy Waste processed, RDF, Recyclables, Inert and construction & demolition waste, soil conditioner segregated/received in processing of waste.

10. Testing

The soil conditioner received as by-product of processing shall be required to be tested fortnightly for "Seed Germination Test" or any other test required for suitability of soil conditioner/processing residue being safe before disposal.

Sample for testing shall be taken in presence of representatives of all parties and shall be sent to ITRC/reputed NABL accredited Lab for testing. Cost of sample submission and testing shall be borne by Second Party.

Above procedure shall be applicable for all other test(s) required to ensure waste being processed as per applicable Rules/Guidelines.

11. Submission of Bill

Contractor shall submit required GST bill for payment at contracted rate Rs. 239.00 per MT (inclusive of GST) of waste processed at designated site.

The bill shall be submitted with the contour survey report along with calculation of net quantity calculated on the basis of density of waste. The survey report and calculations shall be duly checked and calculation be verified by Project Manager of designated local Unit of Construction & Design Services U.P. Jal Nigam.

The Weighment Slips (Kanta Parchi) of RDF, Recyclables and Soil conditioner removed from the site shall also be attached with the Bill. The weighment slips shall be verified by the representatives of Nagar Nigam and C&DS.

First Party shall also submit a certificate stating quantity of waste billed is processed and removed from the site for further disposal as per the applicable rules in force.

12. Payment

Second Party shall make the payment of bills of First Party within 15 days of submission of bill.

Achievement of required pro-rata Milestones within the bill period shall also be ensured before payment of bill.

Simultaneously Second Party shall make additional payment equal to 5% of bill amount to Third Party towards Administrative Expenses as per instructions of G.O. No. 3624/नौ-5-2020-23सा 2019 dated 26/08/2020 of Nagar Vikas Anubhag-5, Govt. of U.P

13. First Party shall commence the processing work within 7 (seven) days of the signing of this agreement or as per the Schedule agreed between the Parties at the time of execution of this Agreement.

14. Milestones required to be achieved within the given timeframe are as under:

S.No.	Performance Parameter	Timeline & required Service Level
1	Signing of the contract agreement.	10 days from the data of LoA.

For BlackBerry Overseas Pvt. Ltd.

Director

अपर नगर आयुक्ता
नगर निगम मथुरा-वृन्दावन मथुरा

General Manager (N-9)
C&D.S. U.P. Jal Nigam
Lucknow

2	Setting up of plant, mobilization of equipment & manpower	7 days from the date of signing of Agreement.
3	Processing and disposal of all the Legacy waste at site.	Equal to or greater than 1/12 th quantity of total quantity of Legacy Solid Waste as per Agreement per month (including rainy season).
4	Leveling of site after removal of plant and machinery after completion of work.	15 days from the date of completion of work.

15. General Provisions

Nothing contained in this Agreement shall be construed as or have effect of constituting a relationship of employer and employee or principal and agent between Department of Urban Development, Govt of U.P. and the Other Parties or any of its staff, employees, agents or representatives.

The Second and Third parties shall not be responsible for all acts and omissions of staff or any persons, associations, institutions engaged by the First Party whether or not in the course of implementing the project and the First Party shall be solely responsible for the health, safety and security of such persons or entities and their property.

16. Indemnification and insurance

The First Party shall be solely responsible for and keeps the Second & Third Party indemnified against all the claims, damages, expenses, losses or injury to persons or property that may arise during the execution of project.

On the occurrence of an accident which leads or may lead to human loss, First Party shall within 24 hours of such accident report in writing to the Second Party Clearly stating the facts in sufficient details, explaining the circumstances of such accident and subsequent actions taken by the First Party.

In the event, compensation may become payable under any Act or by the Judgment of any Court/competent Authority thereof whether such compensation becomes payable by First Party or by Second /Third party, the same shall be borne and paid by the First Party. If First Party fails to pay the requisite compensation, Second Party on behalf of itself and or Third Party shall have the right or recover the same by encashment of Performance Security/any sum payable to First Party and their property.

The First Party at its own cost & expenses shall purchase and maintain all insurances in respect of Contractor's risk, loss, damage or destruction of Project facilities, workmen compensation, third party liability including injury or death or any other insurance that may be necessary in accordance with Good Industry Practices.

17. Effective Date, Validity of this Agreement & Amendment

Effective date of this agreement will be the date of commencement of processing or 7 days from the date of signing of this agreement whichever is earlier.

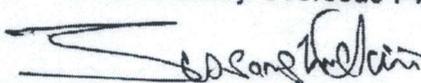
In case if, any part of this agreement is in conflict with RFP document and or any previous MOUs etc., clauses of this agreement will prevail.

The term Authority for this contract shall mean Additional Municipal Commissioner, Mathura Vrindavan Municipal Corporation.

This Agreement shall remain in force for 12 Months & 15 days from the date of signing of this agreement unless terminated earlier or extended through a mutually agreed amendment to this Agreement.

This agreement will remain valid even if other scope of work is invalidated and/or are truncated and/or taken out of the scope of work.

For BlackBerry Overseas Pvt. Ltd.


Director


अपर नगर आयुक्त
नगर निगम मथुरा-वृन्दावन मथुरा


General Manager (N-9)
C&D.S. U.P. Jal Nigam
Lucknow

The Agreement may be amended by written consent of the Parties to the Agreement.

Standard Force Majeure clause shall be applicable if any such condition arises.

All the conditions of RFP Document except those modified or superseded in this agreement shall also be part of this agreement.

18. Termination of Agreement

In the event of unsatisfactory performance in execution of the Project or violation of any terms of this Agreement by the First Party, this agreement can be terminated after due notices of rectifications from Second Party. In case of termination due to default of first Party the Performance Security shall be forfeited by the Second Party.

Under the instructions/orders of any Court/competent Authority or incidence of any such condition beyond the control of Second Party due to it is not possible to proceed with the project; Second Party may anytime terminate the Agreement, with proper notice to First Party. In such no claim for any compensation regarding remaining work shall be admissible to the First Party and First Party shall remove all their plant & machinery and processed waste components from the site.

The Agreement can be terminated with mutual agreement of the parties if the Force Majeure conditions prevail beyond validity of Agreement.

Notwithstanding anything inconsistent contained in this Agreement, if the First Party who has been served the Termination Notice cures the underlying event of default to the satisfaction of other party at any time before the termination occurs, the Termination Notice can be withdrawn.

Termination of this Agreement shall not relieve the Parties of any obligations already incurred hereunder which expressly or by implication survives Termination here of; and except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination of arising out of such Termination.

19. Environmental Compliance

The First Party shall, at all times, ensure that all aspects of the Project and the processes employed in the construction of Project Facilities shall conform to the laws pertaining to the environment, health and safety aspects including rules such as MSW rules, policies and guidelines related thereto. The First Party shall obtain and maintain from time to time necessary clearances from all Government Agencies and for this purpose shall carry out, in accordance with Applicable Laws, the necessary environment Impact Assessment studies and implement appropriate environment management plans and submit necessary reports (including the reports to be submitted by the Second Party and /or Third Party) as per Applicable 'Laws.

20. Settlement of Disputes

In the event any dispute or difference arises between the Parties out of or in connection with this Agreement including the validity and interpretation thereof, it shall be referred by either party to the Department of Urban Development, Govt. of U.P. and the decision of the State Government will be final.

21. Evaluation

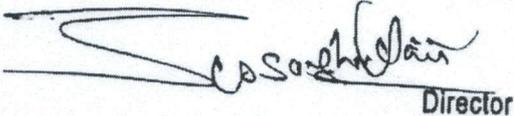
Department of Urban Development, Govt. of U.P. may, at its discretion and its own cost, undertake or cause to be undertaken evaluation of the impact of the changing ground realities and change in any of the basic assumptions and cost effectiveness of the Project during the validity of this Agreement. The Second Party & The First Party shall when required give Urban Development Department or its representative reasonable cooperation, inputs and access to its records in connection with this Agreement.

22. Performance Security deposited under this contract shall be released after one month of completion of project.

23. General Conditions

Scope of work, Implementation plan of the Project, has been detailed and defined in the Agreement.

For BlackBerry Overseas Pvt. Ltd.


Director


अपर नगर आयुक्ता
नगर निगम मथुरा-वृन्दावन मथुरा


General Manager (N-9)
C&D.S. U.P. Jal Nigam
Lucknow

The progress report of the Project shall be submitted by the First Party from time to time.

The progress of the Project and proper implementation will be inspected by the Third Party in form of visits from time to time.

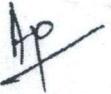
24. Terms & Conditions of Corrigendum-II पत्र संख्या:126/GM(N-08)Karya-10/25 दिनांक 19.02.2020 Vol-II Terms of Agreement would also be inclusive part of this agreement.

In is witness whereof, the Parties hereto have caused this Agreement to be signed in their respective names.

For and on behalf of Third Party

For and on behalf of Second
Party

For and on behalf of First Party

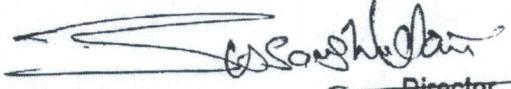

General Manager (N-9)
C&D.S. U.P. Jal Nigam
Lucknow
(Shri Anil Goyal)

General Manager (N-9)
C&DS, U.P Jal Nigam


अपर नगर आयुक्त
नगर निगम मथुरा-वृन्दावन मथुरा
Signature:
(Shri Satyendra Kumar Tiwari)

Additional Municipal
Commissioner
Mathura Vrindavan Municipal
Corporation

For BlackBerry Overseas Pvt. Ltd.


Director

Signature:

(Shri Subbanshu Jain)

Managing Director

Black Berry Overseas (P)

Limited

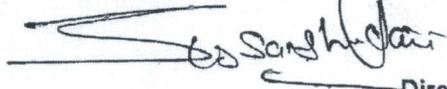
1. Witness Signature

Name: Nagendra Kumar
Address: HNo 92, Chaitanya Vihar Phase-2
Vrindavan

2. Witness Signature

Name: Bhupender K. Singh
Address: 9/175A, sec-3, Rajendra
Nagar, Sahitabad, Ghz.

For BlackBerry Overseas Pvt. Ltd.


Director



क्षेत्रीय कार्यालय
उ० प्र० प्रदूषण नियंत्रण बोर्ड
65 ए, बल्देव पुरी, महोली रोड
मथुरा

पत्रांक: 708/0-47/2021

दिनांक: 23/10/21

सेवा में,

मुख्य पर्यावरण अधिकारी (वृत्त-4),
उ० प्र० प्रदूषण नियंत्रण बोर्ड,
लखनऊ।

विषय-मा० राष्ट्रीय हरित अधिकरण, नई दिल्ली में योजित एम० ए० सं०-61/2021 एवं ओ० ए० सं०-588/2019 हेम सिंह योग सामाजिक कार्यकर्ता पं० दीन दयाल उपाध्याय विचार मंच बनाम उ० प्र० राज्य में पारित आदेश दिनांक 22.09.2021 के अनुपालन के सम्बन्ध में।

महोदय,

उपरोक्त सन्दर्भित विषयक मा० राष्ट्रीय हरित अधिकरण, नई दिल्ली में योजित एम० ए० सं०-61/2021 एवं ओ० ए० सं०-588/2019 हेम सिंह योग सामाजिक कार्यकर्ता पं० दीन दयाल उपाध्याय विचार मंच बनाम उ० प्र० राज्य में पारित आदेश दिनांक 22.09.2021 के अनुपालन में केन्द्रीय प्रदूषण नियंत्रण बोर्ड, आगरा के श्री कमल कुमार, वैज्ञानिक-डी, आगरा एवं उ० प्र० प्रदूषण नियंत्रण बोर्ड, मथुरा के श्री अरविन्द कुमार, क्षेत्रीय अधिकारी की संयुक्त टीम द्वारा दिनांक 23.10.2021 को एम० एस० डब्लू० डम्पिंग ग्राउण्ड, नगला कोल्हू, लक्ष्मी नगर का निरीक्षण किया गया। निरीक्षण के समय लिये गये फोटो ग्राफ्स एवं विस्तृत निरीक्षण आख्या आपके अवलोकनार्थ एवं अग्रिम आवश्यक कार्यवाही हेतु सादर प्रेषित।

संलग्नक: उपरोक्तानुसार।

भवदीय

(अरविन्द कुमार)
क्षेत्रीय अधिकारी

प्रतिलिपि: निम्नलिखित को सादर सूचनार्थ प्रेषित।

1. सदस्य सचिव महोदय, उ० प्र० प्रदूषण नियंत्रण बोर्ड, लखनऊ।
2. मुख्य विधि अधिकारी, उ० प्र० प्रदूषण नियंत्रण बोर्ड, लखनऊ।
3. अध्यक्ष ओवर साइट कमेटी, लखनऊ।

क्षेत्रीय अधिकारी

**Joint Inspection Report of CPCB and UPPCB in compliance of the
Hon'ble NGT order, dated 22/09/2021 in the matter of M.A. No.61/2021
in O.A. No.588/2019, Hem Singh Yog Vs State of UP**

1.0 Background

The Hon'ble National Green Tribunal (NGT) in the matter of Original Application No. 61 of 2021, dated 22/09/2021 in the matter of M.A. No.61/2021 in O.A. No.588/2019 Hem Singh Yog, Social Worker, Pt. Deendayal Upadhyay Vichar Manch Vs State of UP directed as below:

"..the CPCB and UP PCB, with state PCB as nodal agency for compliance, to carry out site visit and give its report about the extent of legacy waste and utilisation of segregated/ rejects, with a copy to the Additional Chief Secretary, Urban Development, UP by 10.10.2021 to enable the Additional Chief Secretary to explain noncompliance."

In compliance of the above order the Central Pollution Control Board and U.P. Pollution Control Board, Regional office, Mathura carried out Joint Inspection of MSW Treatment Facility Site at Nagla Kolhu, Mathura, U.P. on Oct. 23, 2021. The joint inspection team comprised of the following members:

1. Shri Kamal Kumar, Scientist 'D', CPCB Agra (nominated by CPCB)
2. Shri Arvind Kumar, Regional Officer, UPPCB, Mathura (nominated by UPPCB)

1. Status of Legacy Waste at Nagla Kolhu, Mathura:

In compliance of the above NGT order joint team carried out inspection of Municipal Solid Waste processing site at Nagla Kolhu, Mathura on Oct.23, 2021 to get the updated status of process of legacy waste (inspection of MSW facility pictures at annexure-1). Team inspected the facility and collected information from Mathura-Vrindavan Municipal Corporation, Mathura in the presence of representative Mr. SK Tewari, Addl. Municipal Commissioner and Mr. Ashutosh from M/s Black berry overseas Pvt. Ltd.

Anam 23/10/21

[Signature]
23/10/21

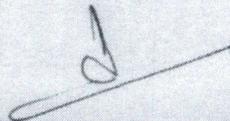
On the basis of the field visit, collected information about Legacy Waste and utilization of segregated/rejects at MSW treatment & Facility Site, Nagla Kolhu, Mathura. The report is as below.

Observation:

- The MSW treatment and disposal facility is located at Mathura, which have population of about 6,26,808 with total 70 no. of wards in the city. About 180 TPD solid waste is getting generated daily, which is collected, transported and treated by Mathura-Vrindavan Municipal Corporation, Mathura to MSW treatment and disposal facility site located at Nagla Kolu, Laxmi Nagar, Mathura.
- The site has total area of 15 Acres, which have Integrated Waste Processing site. The plant has the capacity of 180 TPD waste processing installed for processing of incoming waste. Plant was operational during visit.
- Plant also has the separate composting platform with compost cycle period of 28 days. Total 50 MT compost was generated since the plant was commissioned. Compost is generally used by local farmers for cultivation purpose. Plant was found operational during the visit.
- As informed by representative that total about 60 MT/day RDF (Resource Derived Fuel) is generated daily during the processing of solid waste, which is used by M/s 21 Century polymers, Mathura Vrindavan.

Status of Legacy Waste:

- During visit, as informed by the representative that the Legacy waste treatment and disposal agreement has been done between M/s Black Berry Overseas Pvt. Ltd. and Mathura-Vrindavan Municipal Corporation, Mathura on 04.09.2021 (Agreement copy attached as annexure-2)
- During the visit at site, processing of Legacy waste was found operational by 01 trommel (300 Ton per shift). As informed by the representative that processing will be started by second trommel also within one month.
- At the site, dumped legacy waste is about 2.60 Lakh MT at present and the processing will be completed within one year as per agreement.



- M/s Black berry overseas Pvt. Ltd. is solely responsible for the processing of legacy waste and disposal of segregated rejects as per the agreement.
- Leachate was found in the Leachate collection tank during the visit and informed by the representative that this is disposed off in STP as per norms. No leachate was observed going outside of the plant from dumpsite and meets surface water/sewer/land.
- Characterization of the legacy waste has been done by the firm. No testing report of compost was produced during the visit.

2. Utilisation of segregated/ rejects:

- As informed by the representative that RDF is given to M/s 21 Century polymers, Mathura Vrindavan and if required further, new firm will be identified
- At present, compost is utilized by the Mathura-Vrindavan Municipal Corporation, Mathura for in house use.
- As informed that if further new vendors required after start processing, vendor will be identified and dispose as per norms.
- No testing report of compost report was produced during the visit by the operator; it was told that soon, it will be carried out and produced.

3. Suggestions:

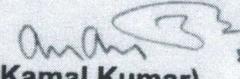
- a. As legacy waste processing has started. So there is a need to speed up the processing of legacy waste as per agreement time frame.
- b. It is recommended that the firm should make arrangement for timely disposal of the segregated waste i.e. SCF, RDF, and Compost disposal after processing of legacy waste.
- c. Properly Leachate collection and treatment should be ensured at legacy waste site and at fresh MSW stored site also, as per MSW rule.
- d. Proper records related to quantity of waste treatment, quantity of screen fractions produced and their utilization should maintained by the operator. Similar records should maintain for leachate management also.
- e. Road maintenance of the MSW facility area is not maintained properly; need to maintain it to reduce dust emissions.

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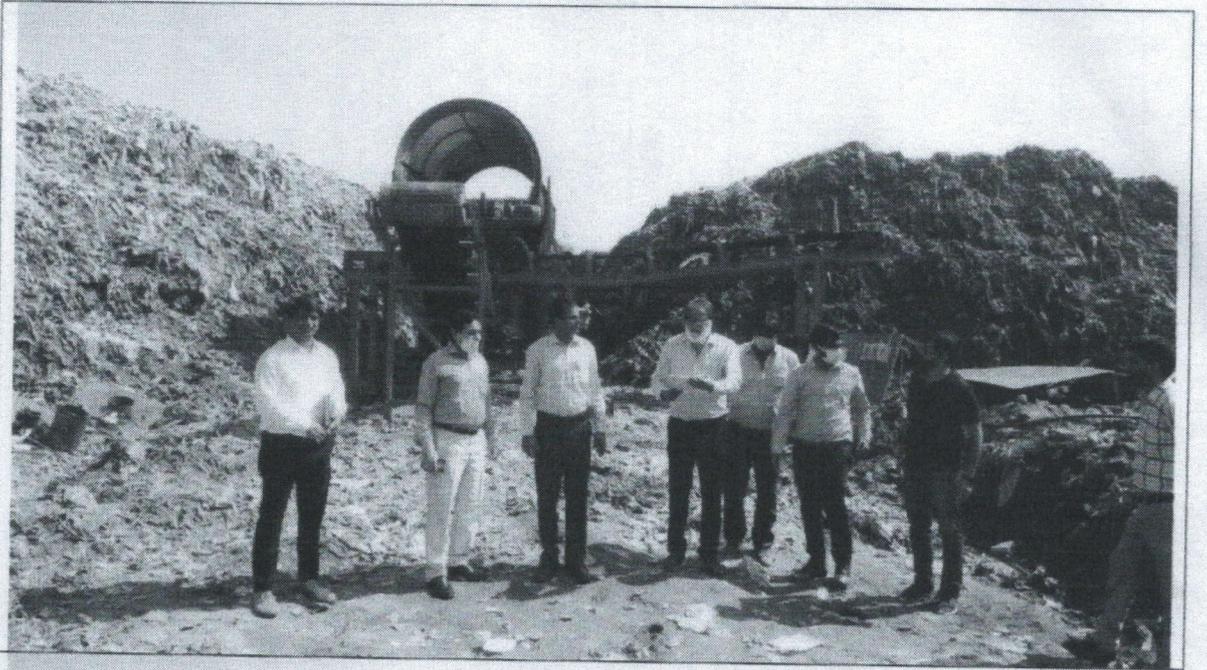
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- f. The housekeeping at different sections of site requires maintaining as per Municipal Solid Waste (Management and Handling) Rules, 2016.
- g. Competent authority may direct to concerned agencies for completion of processing of legacy waste task within the timeframe as per agreement.

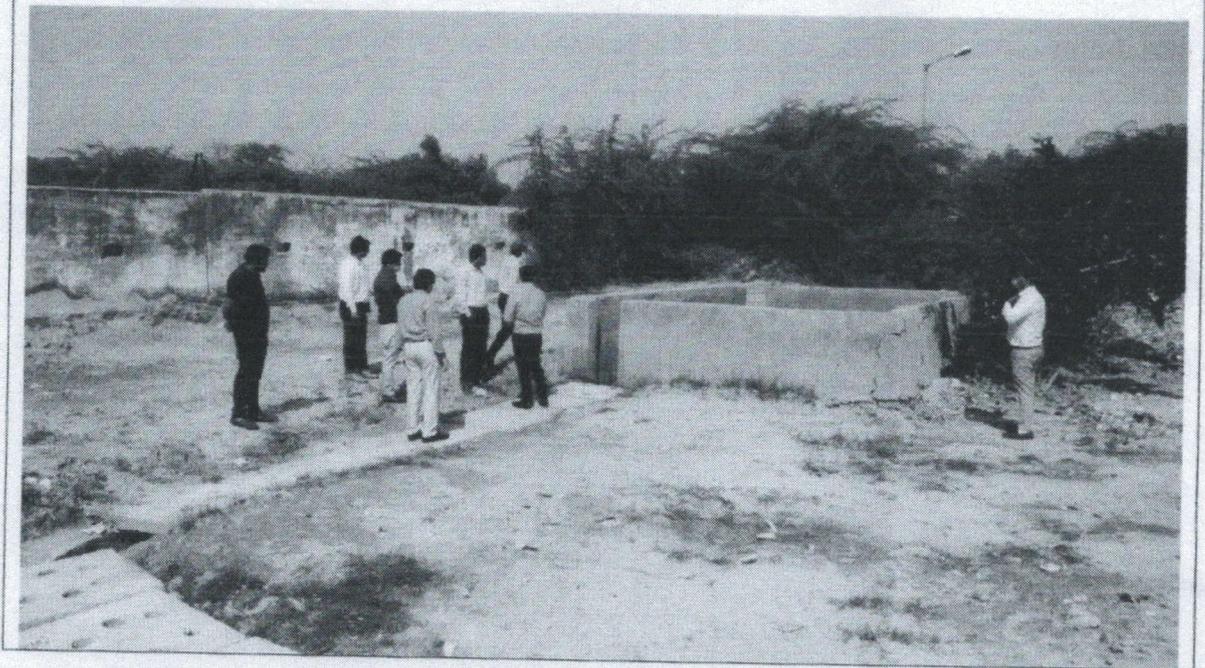

(Arvind Kumar)
Regional Officer
UP Pollution Control Board,
Mathura


(Kamal Kumar) 23/10/21
Scientist-D
Central Pollution Control Board,
Project Office, Agra

Annexure-1

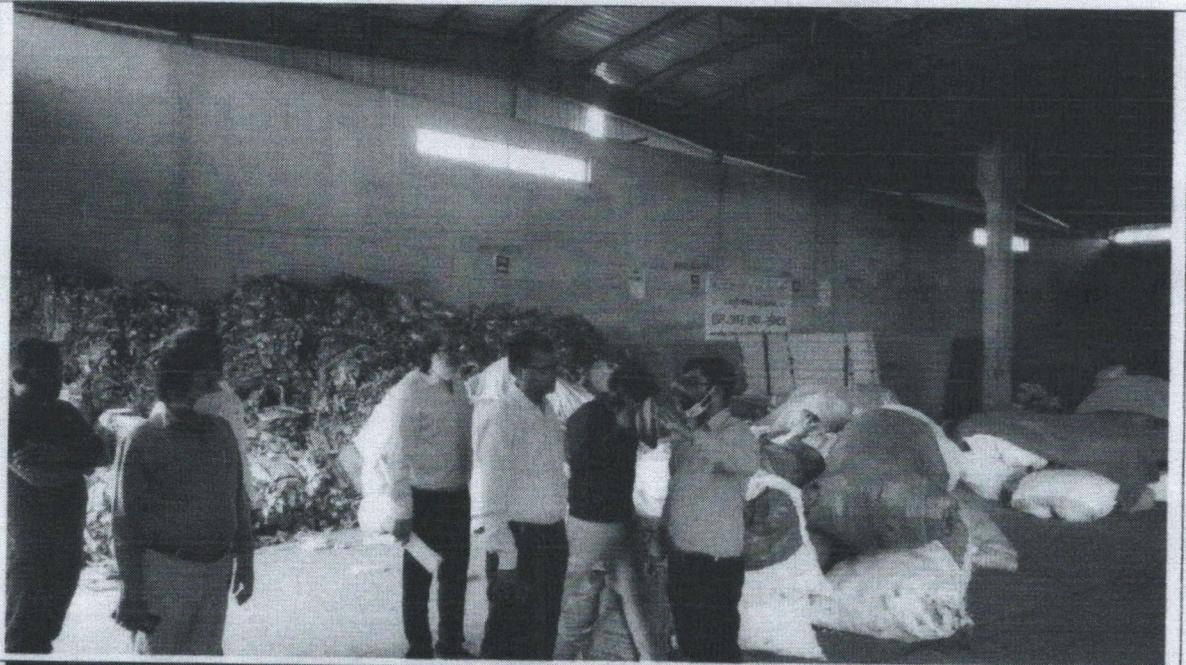


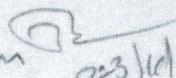
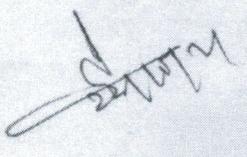
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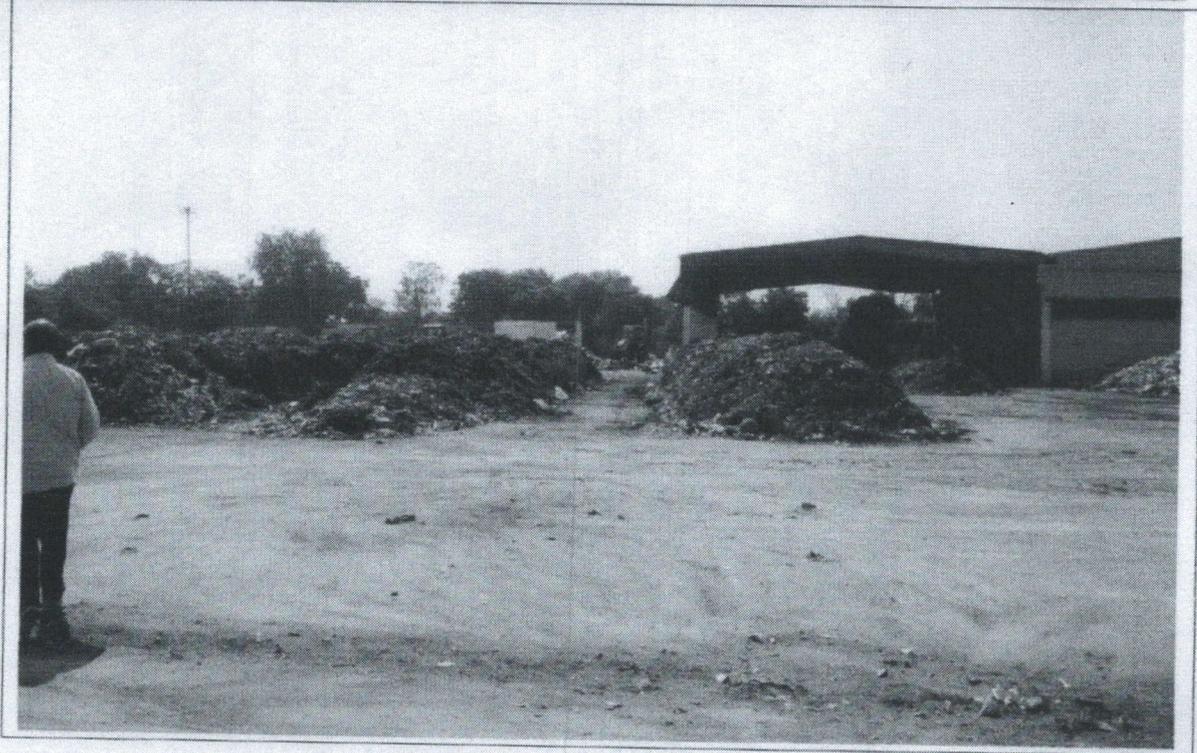


Andan 23/10/21

23/10/21



anhu  23/11/21 



Anand
28/10/21
M/T/2021

Annexure - 2

LALIT JAIN & CO.
Acc No. - UP14174304
MATHURA

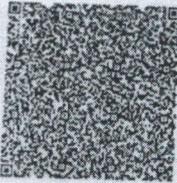


सत्यमेव जयते

INDIA NON JUDICIAL
Government of Uttar Pradesh

e-Stamp

Certificate No. : IN-UP56896102574717T
Certificate Issued Date : 07-Sep-2021 01:17 PM
Account Reference : NEWIMPACC (SV)/ up14174304/ MATHURA SADAR/ UP-MTH
Unique Doc. Reference : SUBIN-UPUP1417430402643220748724T
Purchased by : BLACK BERRY OVERSEAS PVT LTD
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : Not Applicable
Consideration Price (Rs.) :
First Party : BLACK BERRY OVERSEAS PVT LTD
Second Party : MATHURA VRINDAVAN MUNICIPAL CORPORATION
Stamp Duty Paid By : BLACK BERRY OVERSEAS PVT LTD
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



-----Please write or type below this line-----

This AGREEMENT (hereinafter referred to as the Agreement) is made on the 07th September 2021.

BETWEEN

M/s. Black Berry Overseas (P) Limited, a Company registered under Companies Act, 1956, having is registered office at G-11, North Square Mall, Netaji Subhash Place, Peetampura, New Delhi-110034, hereinafter referred to as "BBO" or the First Party which Expression shall, unless excluded by or repugnant to the context, be deemed to include it's successors, and assigns of the First Party acting through its representative Shri Subhanshu Jain(Managing Director).

For BlackBerry Overseas Pvt. Ltd.

Director

अपर नगर आयुक्त
नगर निगम मथुरा-वृन्दावन मथुरा

General Manager (N-9)
C&D.S. U.P. Jal Nigam
Lucknow

Statutory Alert:

- 1 The authenticity of this Stamp certificate should be verified at 'www.sholestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
- 2 The onus of checking the legitimacy is on the users of the certificate.
- 3 In case of any discrepancy please inform the Competent Authority.

AND

Mathura Vrindavan Municipal Corporation, Mathura hereinafter referred to as "MVMC" or the Second Party which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, and assigns of the Second Party acting through representative Shri Satyendra Kumar Tiwari Additional Municipal Commissioner.

AND

Construction & Design Services, Uttar Pradesh Jal Nigam having its head office at TC-38-V, Vibhuti Khand, Gomti Nagar, Lucknow-226010 hereinafter referred to as "C&DS" or the Third Party which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, and assigns of the Third Party acting through its representative Shri Anil Goyal, General Manager (N-9).

The First Party, Second Party and the Third Party shall hereinafter individually refer to as 'Party' and collectively referred to as 'the Parties'

WHEREAS the First Party is selected by the Urban Development Department, U.P. Government for scientific processing and clearing of legacy solid waste site at Nagala Kolhu, Mathura by process of bioremediation.

WHEREAS the Second party is the Urban Local Body in-charge of municipal functions in Mathura.

WHEREAS the third party is Construction & Design Services (C&DS) is a wing of Uttar Pradesh Jal Nigam functioning in the field of Civil and E&M Construction and allied activities.

WHEREAS the Third Party has agreed to provide technical assistance to the Second Party and support execution of the Project.

Now, THEREFORE in consideration of the mutual premises and covenants set forth herein, the Parties have agreed and do, hereby agree as follows:

Construction of this Agreement shall be governed by and construed in accordance with the laws of INDIA

Work/Protocol

1. The scope of work includes Design, Build & Operate the required infrastructure for bioremediation and clearing of legacy waste sites including disposal of residual material after processing in a scientific and environmentally sustainable manner.
It involves the reduction of the un-processed waste, but is not limited to Excavating, Compacted mixed garbage which underwent biological degradation, by using suitable Mechanical Sieving Machine or any other equipment and taking all the materials excavated, in the assigned land areas and retrieving, recoverable materials and segregating, sorting, selling, storing, diverting for recycling the excavated materials.
Objective of the project is to achieve 100% processing and disposal of Legacy Waste along with reclamation of the dumpsite land.
2. **Technology**
Processing of Legacy Solid Waste at Nagala kolhu, Mathura shall be done by the First Party deploying suitable technology in accordance with present rules and regulations, norms of Government Authorities like MOEF & CC, CPCB, UPPCB, solid Waste Management Rules 2016, National Green Tribunal (NGT) etc.
The technology should be flexible enough to augment the capacity and accommodate environment friendly changes to be imposed by governing authorities & regulatory agencies during the currency of contract.
3. **Plant & Capacity**
First Party shall install/deploy the processing facility/disposal facility of appropriate capacity (i.e minimum of two Trommels of capacity 300TPD each with 1st Trommel should be placed within one week of signing of agreement and another Trommel within one month and both of which will function in two 8 hours working shifts) and required manpower so as to clear the whole dump site allotted within a period of ONE YEAR or as Second Party feels necessary.

For BlackBerry Overseas Pvt. Ltd.

Director

अपर नगर आयुक्ता
नगर निगम मथुरा-वृन्दावन मथुरा

General Manager (N-9)
C&D.S. U.P. Jal Nigam
Lucknow

All the facilities required by applicable law and to meet scope & conditions of this contract shall be set up by First Party.

All expenses pertaining to setting up, operation and subsequent removal of required plant & machinery shall be borne by the First Party. First Party shall at its cost; expenses and risk make all such financing arrangements as would be necessary to implement the project and to meet all of its obligations under this Agreement, in a timely manner.

4. The Second Party will bear the cost bringing power and water to the work site. One time cost for this will be borne by the Second Party. The First Party will pay the bill for usage of power and water.

5. **Subsequent Assessment of quantity**

After formation of windrows for the first time, contour survey shall be carried by First Party under supervision of representatives of Second & Third Party to assess the impact of windrows formation on volume of dump if desired by First Party.

First party shall carry out contour survey every month for monitoring volumetric reduction of existing dump and submit its report to Third Party with calculation of quantity processed in the month.

After 50% dump reduction Third Party shall again carryout contours survey through 3D areal mapping in presence of the designated representatives of Second & First Party and submit the report as above for reconciliation of monthly quantity analysis.

This shall be followed by monthly contour survey and submission of reports as above.

If required Third Party shall again carryout 3D areal mapping after 100% dump removal and reclamation of land, preferably if the legacy waste is found to be dumped up to the considerable depth on the dumping ground.

First Party may setup weighment system for their own convenience at project site.

6. **Land**

Initial land required for setting up processing plant and machineries shall either be created by First Party at legacy dump site by clearing/moving dump or using plain land if available at the dump site.

To meet any additional land required for subsequent expansion of the processing plant, First Party can use the land that is recovered after processing the legacy waste with prior approval of Second Party.

The land area reclaimed by processing will remain with the Second Party except as required for setting up of plant which can be used till completion of project period.

The First Party shall ensure optimum utilization of the project site and shall not use the same for any purpose not connected or incidental to the project or related activities.

7. **Disposal**

It is the sole responsibility of First Party to dispose off all the rejects/inert generated during the process.

By-products from such processing viz, recyclables, RDF, enriched soil etc. will be the property of the First Party, however it can provided to second party free of cost if second party demands it.

Disposal of inerts and the construction and demolition waste will be managed at the same site in manners suggested by the Second Party.

E waste, hazardous waste and recyclables such as the plastic, glass, metal etc. shall not any way form the part of inert waste.

The cost of the transportation of RDF or any other product(s) including leachate handling will be borne by the First Party.

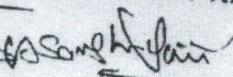
Soil conditioner derived after processing shall be within specified limits mentioned in MSW rules 2016.

First Right of Refusal for Soil Conditioner or Compost would be of Second Party.

SLF facility shall not be provided for disposal of processed waste and responsibility of its disposal as per CPCB/ State PCB guidelines shall solely rest with First Party.

First Party shall in all respect of the project, procure the applicable Permits and be in compliance thereof at all times during the currency of this Agreement.

For BlackBerry Overseas Pvt. Ltd.



Director

अपर नगर आयुक्त
नगर निगम मथुरा-वृन्दावन मथुरा

General Manager (N-9)
C&D.S. U.P. Jal Nigam
Lucknow

8. Monitoring of the processing facility

It shall be primary duty of the Second party to make concurrent monitoring on daily basis about the operation and maintenance of processing facility and any deficiency observed must be duly communicated on the same day. The parties agree to mutually adopt a transparent, standard operating procedure for quality monitoring of the processing facility and it's operation. The Third party will provide suitable guidance and may also make its own mechanism to verify and inspect the operations of the processing facility. The Third Party may on its own or through any other agency monitor the quality of services rendered by First Party.

9. Periodical Reporting

The First party shall, at the end of every month or at lesser intervals as required by Second/Third Party, furnish detailed breakup in MT of Total Legacy Waste processed, RDF, Recyclables, Inert and construction & demolition waste, soil conditioner segregated/received in processing of waste.

10. Testing

The soil conditioner received as by-product of processing shall be required to be tested fortnightly for "Seed Germination Test" or any other test required for suitability of soil conditioner/processing residue being safe before disposal.

Sample for testing shall be taken in presence of representatives of all parties and shall be sent to ITRC/reputed NABL accredited Lab for testing. Cost of sample submission and testing shall be borne by Second Party.

Above procedure shall be applicable for all other test(s) required to ensure waste being processed as per applicable Rules/Guidelines.

11. Submission of Bill

Contractor shall submit required GST bill for payment at contracted rate Rs. 239.00 per MT (inclusive of GST) of waste processed at designated site.

The bill shall be submitted with the contour survey report along with calculation of net quantity calculated on the basis of density of waste. The survey report and calculations shall be duly checked and calculation be verified by Project Manager of designated local Unit of Construction & Design Services U.P. Jal Nigam.

The Weighment Slips (Kanta Parchi) of RDF, Recyclables and Soil conditioner removed from the site shall also be attached with the Bill. The weighment slips shall be verified by the representatives of Nagar Nigam and C&DS.

First Party shall also submit a certificate stating quantity of waste billed is processed and removed from the site for further disposal as per the applicable rules in force.

12. Payment

Second Party shall make the payment of bills of First Party within 15 days of submission of bill.

Achievement of required pro-rata Milestones within the bill period shall also be ensured before payment of bill.

Simultaneously Second Party shall make additional payment equal to 5% of bill amount to Third Party towards Administrative Expenses as per instructions of G.O. No. 3624/नो-5-2020-23का 2019 dated 26/08/2020 of Nagar Vikas Anubhag-5, Govt. of U.P

13. First Party shall commence the processing work within 7 (seven) days of the signing of this agreement or as per the Schedule agreed between the Parties at the time of execution of this Agreement.

14. Milestones required to be achieved within the given timeframe are as under:

S.No.	Performance Parameter	Timeline & required Service Level
1	Signing of the contract agreement	10 days from the data of LoA.

For BlackBerry Overseas Pvt. Ltd.

Director

अपर नगर आयुक्त
नगर निगम मथुरा-वृन्दावन मथुरा

General Manager (N-9)
C&D.S. U.P. Jal Nigam
Lucknow

2	Setting up of plant, mobilization of equipment & manpower	7 days from the date of signing of Agreement.
3	Processing and disposal of all the Legacy waste at site.	Equal to or greater than 1/12 th quantity of total quantity of Legacy Solid Waste as per Agreement per month (including rainy season).
4	Leveling of site after removal of plant and machinery after completion of work.	15 days from the date of completion of work.

15. General Provisions

Nothing contained in this Agreement shall be construed as or have effect of constituting a relationship of employer and employee or principal and agent between Department of Urban Development, Govt of U.P. and the Other Parties or any of it's staff, employees, agents or representatives.

The Second and Third parties shall not be responsible for all acts and omissions of staff or any persons, associations, institutions engaged by the First Party whether or not in the course of implementing the project and the First Party shall be solely responsible for the health, safety and security of such persons or entities and their property.

16. Indemnification and insurance

The First Party shall be solely responsible for and keeps the Second & Third Party indemnified against all the claims, damages, expenses, losses or injury to persons or property that may arise during the execution of project.

On the occurrence of an accident which leads or may lead to human loss, First Party shall within 24 hours of such accident report in writing to the Second Party Clearly stating the facts in sufficient details, explaining the circumstances of such accident and subsequent actions taken by the First Party.

In the event, compensation may become payable under any Act or by the Judgment of any Court/competent Authority thereof whether such compensation becomes payable by First Party or by Second /Third party, the same shall be borne and paid by the First Party. If First Party fails to pay the requisite compensation, Second Party on behalf of itself and or Third Party shall have the right or recover the same by encashment of Performance Security/any sum payable to First Party and their property.

The First Party at its own cost & expenses shall purchase and maintain all insurances in respect of Contractor's risk, loss, damage or destruction of Project facilities, workmen compensation, third party liability including injury or death or any other insurance that may be necessary in accordance with Good Industry Practices.

17. Effective Date, Validity of this Agreement & Amendment

Effective date of this agreement will be the date of commencement of processing or 7 days from the date of signing of this agreement whichever is earlier.

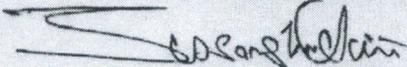
In case if, any part of this agreement is in conflict with RFP document and or any previous MOUs etc., clauses of this agreement will prevail.

The term Authority for this contract shall mean Additional Municipal Commissioner, Mathura Vrindavan Municipal Corporation.

This Agreement shall remain in force for 12 Months & 15 days from the date of signing of this agreement unless terminated earlier or extended through a mutually agreed amendment to this Agreement.

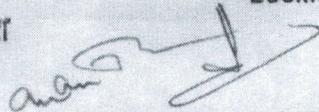
This agreement will remain valid even if other scope of work is invalidated and/or are truncated and/or taken out of the scope of work.

For BlackBerry Overseas Pvt. Ltd.


Director


अपर नगर आयुक्त
नगर निगम मथुरा-वृन्दावन मथुरा


General Manager (N-9)
C&D.S. U.P. Jal Nigam
Lucknow



The Agreement may be amended by written consent of the Parties to the Agreement.

Standard Force Majeure clause shall be applicable if any such condition arises.

All the conditions of RFP Document except those modified or superseded in this agreement shall also be part of this agreement.

18. Termination of Agreement

In the event of unsatisfactory performance in execution of the Project or violation of any terms of this Agreement by the First Party, this agreement can be terminated after due notices of rectifications from Second Party. In case of termination due to default of first Party the Performance Security shall be forfeited by the Second Party.

Under the instructions/orders of any Court/competent Authority or incidence of any such condition beyond the control of Second Party due to it is not possible to proceed with the project; Second Party may anytime terminate the Agreement, with proper notice to First Party. In such no claim for any compensation regarding remaining work shall be admissible to the First Party and First Party shall remove all their plant & machinery and processed waste components from the site.

The Agreement can be terminated with mutual agreement of the parties if the Force Majeure conditions prevail beyond validity of Agreement.

Notwithstanding anything inconsistent contained in this Agreement, if the First Party who has been served the Termination Notice cures the underlying event of default to the satisfaction of other party at any time before the termination occurs, the Termination Notice can be withdrawn.

Termination of this Agreement shall not relieve the Parties of any obligations already incurred hereunder which expressly or by implication survives Termination here of; and except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination of arising out of such Termination.

19. Environmental Compliance

The First Party shall, at all times, ensure that all aspects of the Project and the processes employed in the construction of Project Facilities shall conform to the laws pertaining to the environment, health and safety aspects including rules such as MSW rules, policies and guidelines related thereto. The First Party shall obtain and maintain from time to time necessary clearances from all Government Agencies and for this purpose shall carry out, in accordance with Applicable Laws, the necessary environment Impact Assessment studies and implement appropriate environment management plans and submit necessary reports (including the reports to be submitted by the Second Party and /or Third Party) as per Applicable 'Laws'.

20. Settlement of Disputes

In the event any dispute or difference arises between the Parties out of or in connection with this Agreement including the validity and interpretation thereof, it shall be referred by either party to the Department of Urban Development, Govt. of U.P. and the decision of the State Government will be final.

21. Evaluation

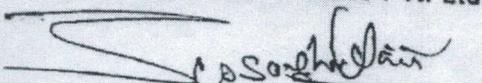
Department of Urban Development, Govt. of U.P. may, at its discretion and its own cost, undertake or cause to be undertaken evaluation of the impact of the changing ground realities and change in any of the basic assumptions and cost effectiveness of the Project during the validity of this Agreement. The Second Party & The First Party shall when required give Urban Development Department or its representative reasonable cooperation, inputs and access to its records in connection with this Agreement.

22. Performance Security deposited under this contract shall be released after one month of completion of project.

23. General Conditions

Scope of work, Implementation plan of the Project, has been detailed and defined in the Agreement.

For BlackBerry Overseas Pvt. Ltd.


Director


अपर नगर आयुक्त
नगर निगम मथुरा-वृन्दावन मथुरा


General Manager (N-9)
C&D.S. U.P. Jal Nigam
Lucknow

The progress report of the Project shall be submitted by the First Party from time to time.

The progress of the Project and proper implementation will be inspected by the Third Party in form of visits from time to time.

24. Terms & Conditions of Corrigendum-II पत्र संख्या:126/GM(N-08)Karya-10/25 दिनांक 19.02.2020 Vol-II Terms of Agreement would also be inclusive part of this agreement.
In is witness whereof, the Parties hereto have caused this Agreement to be signed in their respective names.

For and on behalf of Third Party

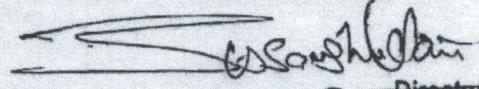
For and on behalf of Second
Party

For and on behalf of First Party

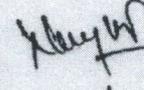

General Manager (N-9)
C&D.S. U.P. Jal Nigam
Lucknow
(Shri Anil Goyal)
General Manager (N-9)
C&DS, U.P Jal Nigam


अपर नगर आयुक्त
नगर निगम मथुरा-वृन्दावन मथुरा
Signature:
(Shri Satyendra Kumar Tiwari)
Additional Municipal
Commissioner
Mathura Vrindavan Municipal
Corporation

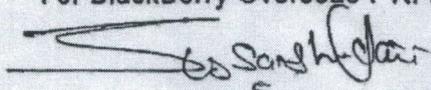
For BlackBerry Overseas Pvt. Ltd.


Director
Signature:
(Shri Subbanshu Jain)
Managing Director
Black Berry Overseas (P)
Limited

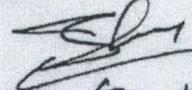
1. Witness Signature

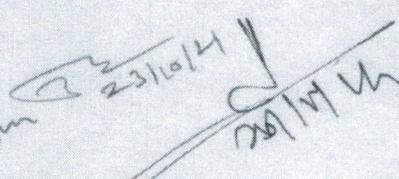
Name: Nagendra Kumar 
Address: HNo 92, Chaitanya vihar Phase-2
Vrindawan

For BlackBerry Overseas Pvt. Ltd.


Director

2. Witness Signature

Name: 
Bhupender K.S. Singh
Address: 9/175A, sec-3, Rajendra
Nagar, Sahitabad, Ghz.


23/10/24

- **Legacy Waste at Solid Waste Plant Nagla Kolhu**

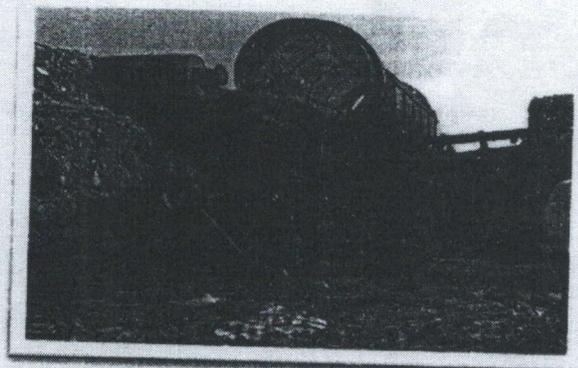
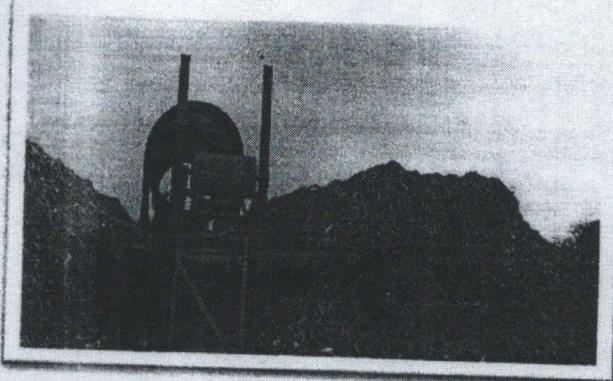
In compliance to Hon'ble NGT orders in OA No. 136/2015 and OA No.06/2017 along with OA No. 588/2019 for the disposal of Legacy waste, Municipal Corporation has sought guidance from Urban Development Department, Uttar Pradesh via letter vide no.538/N.A.A/2019-20 dated 29/07/19 & 624/CSC/2020-21 dated 19/09/20. In response of same Urban Development Department, Uttar Pradesh via letter vide no.3624/नौ/5-2020-235सा/2019 dated 26/08/2020 has selected

an agency M/S Blackberry Overseas Pvt. Ltd. for bioremediation of Legacy waste with C&DS Jal Nigam as third party for better monitoring and execution of the project.

Municipal Corporation has issued LOI to M/S Blackberry Overseas Pvt. Ltd. to initiate work for the treatment of legacy waste on 24/11/20.

C&DS then for estimation of Legacy waste has conducted Volumetric, areal mapping and density test in which quantum of waste has come out to 2.6 lakh MT.

Municipal Corporation has signed tripartite agreement with M/S Blackberry Overseas pvt. ltd and C&DS Jal Nigam, Uttar Pradesh on 7th September 2021 for initiation of work of disposal of Legacy Waste at Nagla Kolhu Mathura. The agency has established Trommel for the purpose of disposal of Legacy waste. According to agreement the company has to bio remediate the 2.6 lakh ton of legacy within the time period of 1 year. (Annexure-IV)



PIC: Trommel at Legacy waste site

नगर आयुक्त महोदय

निरीक्षण आख्या

1. दिनांक 12.10.2021 को मा0 राष्ट्रीय हरित अधिकरण ओवर साईट कमेटी के अध्यक्ष जस्टिस श्री एस.वी.एस. राठौर के द्वारा नगला कोल्हू स्थित सॉलिड वेस्ट मैनेजमेन्ट प्लांट का निरीक्षण किया गया निरीक्षण के दौरान नगर निगम मथुरा-वृन्दावन के नगर आयुक्त, श्री अनुनय झा, अपर नगर आयुक्त, श्री सत्येन्द्र कुमार तिवारी, अधिशासी अभियन्ता, सिविल, श्री एस0पी0 जोनल स्वास्थ्य अधिकारी, श्री सुरेन्द्र यादव, सैनिटेशन श्री ऋषभकान्त दुबे, प्रदूषण नियंत्रण बोर्ड क्षेत्रीय अधिकारी, श्री कुमार एवं जल निगम मथुरा के प्रोजेक्ट मैनेजर श्री योगेश कुमार शर्मा उपस्थित थे। निरीक्षण के दौरान उक्त प्लांट कियाशील स्थिति में पाया गया। मा0 एनजीटी के अध्यक्ष श्री एस.वी.एस. राठौर के द्वारा कूड़ा प्रोसेसिंग के उपरान्त उत्पन्न खाद के उपयोग के सम्बन्ध में जानकारी प्राप्त की गई। जिस पर नगर निगम मथुरा-वृन्दावन के द्वारा अवगत कराया गया कि कूड़ा प्रोसेसिंग के उपरान्त उत्पन्न खाद का बिक्रय चयनित संस्था इंडियन एग्रो ऑर्गेनिक्स को निर्धारित दर पर किया जा रहा है। साथ ही नगर निगम मथुरा-वृन्दावन के सीमान्तर्गत स्थित पार्कों में भी खाद का उपयोग किया जा रहा है। जिस पर मा0 एनजीटी के अध्यक्ष श्री एस.वी.एस. राठौर के द्वारा संतोष व्यक्त किया गया।



मिश्रा,
सिंह
एक्सपर्ट
उ0प्र0
के
अरविन्द

तदोपरान्त मा0 राष्ट्रीय हरित अधिकरण ओवर साईट कमेटी के अध्यक्ष जस्टिस श्री एस.वी.एस. राठौर के द्वारा उक्त प्लांट पर एकत्रित लीगेसी वेस्ट का निरीक्षण करते हुये लीगेसी वेस्ट की मात्रा एवं निस्तारण के सम्बन्ध में जानकारी प्राप्त की गई। पर नगर आयुक्त श्री अनुनय द्वारा अवगत कराया गया कि एकत्रित 2.60 लाख मिट्रिक लीगेसी वेस्ट के निस्तारण शासन द्वारा चयनित संस्था



जिस
झा के
टन
हेतु
मै0

ब्लैक बैरी ओवरसीज के माध्यम से लीगेसी वेस्ट के निस्तारण का कार्य कराया जाना है। नगर आयुक्त के द्वारा संस्था के प्रतिनिध से दूरभाष पर हुई वार्ता के कम में अवगत कराया गया कि माह अक्टूबर में एकत्रित लीगेसी वेस्ट के निस्तारण का कार्य प्रारम्भ करा दिया जायेगा। जिसके लिये श्री ऋषभ कुमार दुबे सैनिटेशन एक्सपर्ट को संस्था से सम्पर्क स्थापित कर लीगेसी वेस्ट निस्तारण का कार्य समयान्तर्गत पूर्ण कराये जाने हेतु निर्देशित किया गया।

2. दिनांक 12.10.2021 को मा0 राष्ट्रीय हरित अधिकरण ओवर साईट कमेटी के अध्यक्ष जस्टिस श्री एस.वी.एस. राठौर के द्वारा डेयरी फार्म नाला का निरीक्षण किया गया निरीक्षण के दौरान नगर

मथुरा-वृन्दावन के नगर आयुक्त, श्री अनुनय झा, नगर आयुक्त, श्री सत्येन्द्र तिवारी, अधिशासी अभियन्ता, सिविल, श्री एस0पी0 मिश्रा, जोनल अधिकारी, श्री सुरेन्द्र सिंह सैनिटेशन एक्सपर्ट श्री ऋषभकान्त दुबे, उ0प्र0



निगम

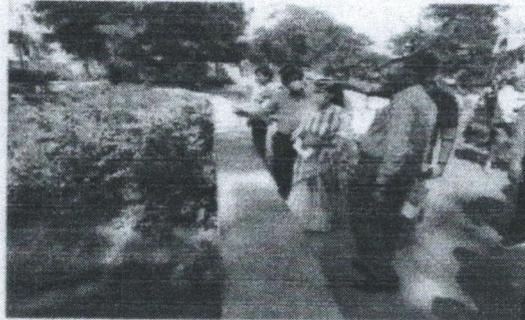
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नियंत्रण बोर्ड के क्षेत्रीय अधिकारी, श्री अरविन्द कुमार एवं जल निगम मथुरा के प्रोजेक्ट मैनेजर श्री योगेश कुमार शर्मा उपस्थित थे। निरीक्षण के दौरान नाले के डिस्चार्ज, एवं बायोरेमेडियेशन पद्धति से नाले के स्त्राव को शुद्ध करने की प्रक्रिया के सम्बन्ध में जानकारी प्राप्त की गई। जिस पर चयनित संस्था नैक्स्टजैन इन्फोवर्ल्ड संस्था की प्रतिनिधि श्रीमती कल्पना अरोड़ा के द्वारा अवगत कराया गया कि उक्त नाले का डिस्चार्ज 0.17 एमएलडी है एवं बायोरेमेडियेशन पद्धति में नमामि गंगे द्वारा अधिकृत संस्था जे0एस0 वॉटर के बायोकल्चर प्रोडक्ट्स का प्रयोग करते हुये उक्त नाले के पानी का शोधन किया जा रहा है। जिस पर मा0 एनजीटी के अध्यक्ष श्री एस.वी.एस. राठौर के द्वारा संतोष व्यक्त किया गया।

3. दिनांक 12.10.2021 को मा0 राष्ट्रीय हरित अधिकरण ओवर कमेटी के अध्यक्ष जस्टिस श्री वी.एस. राठौर के द्वारा औरंगाबाद अपस्ट्रीम नाले का निरीक्षण किया गया। निरीक्षण



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दौरान नगर निगम मथुरा-वृन्दावन के नगर आयुक्त, श्री अनुनय झा, अपर नगर आयुक्त, श्री सत्येन्द्र कुमार तिवारी, अधिशासी अभियन्ता, सिविल, श्री एस0पी0 मिश्रा, जोनल स्वास्थ्य अधिकारी, श्री सुरेन्द्र सिंह यादव, सैनिटेशन एक्सपर्ट श्री ऋषभकान्त दुबे, उ0प्र0 प्रदूषण नियंत्रण बोर्ड के क्षेत्रीय अधिकारी, श्री अरविन्द कुमार एवं जल निगम मथुरा के प्रोजेक्ट मैनेजर श्री योगेश कुमार शर्मा उपस्थित थे। निरीक्षण के दौरान नाले के डिस्चार्ज, एवं बायोरेमेडियेशन पद्धति से नाले के स्त्राव को शुद्ध करने की प्रक्रिया के सम्बन्ध में जानकारी प्राप्त की गई। जिस पर चयनित संस्था नैक्स्टजैन इन्फोवर्ल्ड संस्था की प्रतिनिधि श्रीमती कल्पना अरोड़ा के द्वारा अवगत कराया गया कि उक्त नाले का डिस्चार्ज 1.41 एमएलडी है एवं नाले के पानी का बायोरेमेडियेशन पद्धति से शोधन किया जा रहा है। उक्त के अतिरिक्त अवगत कराया गया कि उक्त नाले में मिल रहे अन्य नाले के स्त्राव को स्थिर करने के लिये चैक डैम का निर्माण किया गया है। जिस पर मा0 एनजीटी के अध्यक्ष श्री एस.वी.एस. राठौर के द्वारा संतोष व्यक्त किया गया।

4. दिनांक 12.10.2021 को मा0 राष्ट्रीय हरित अधिकरण ओवर साईट कमेटी के अध्यक्ष जस्टिस श्री एस.वी.एस. राठौर के द्वारा औरंगाबाद डाउनस्ट्रीम नाले का निरीक्षण किया गया निरीक्षण के दौरान नगर निगम मथुरा-वृन्दावन के नगर आयुक्त, श्री अनुनय झा, अपर नगर आयुक्त, श्री सत्येन्द्र कुमार तिवारी, अधिशासी अभियन्ता, सिविल, श्री एस0पी0 मिश्रा, जोनल स्वास्थ्य अधिकारी, श्री सुरेन्द्र सिंह यादव, सैनिटेशन एक्सपर्ट श्री ऋषभकान्त दुबे, उ0प्र0 प्रदूषण नियंत्रण बोर्ड के क्षेत्रीय अधिकारी, श्री अरविन्द कुमार एवं जल निगम मथुरा के प्रोजेक्ट मैनेजर श्री योगेश कुमार शर्मा उपस्थित थे। निरीक्षण के दौरान नाले के डिस्चार्ज, एवं बायोरेमेडियेशन पद्धति से नाले के को शुद्ध करने की प्रक्रिया के सम्बन्ध में जानकारी प्राप्त की गई। पर चयनित संस्था नैक्स्टजैन इन्फोवर्ल्ड संस्था की प्रतिनिधि श्रीमती कल्पना अरोड़ा के द्वारा अवगत कराया गया कि उक्त नाले डिस्चार्ज 1.92 एमएलडी है एवं के पानी का बायोरेमेडियेशन पद्धति



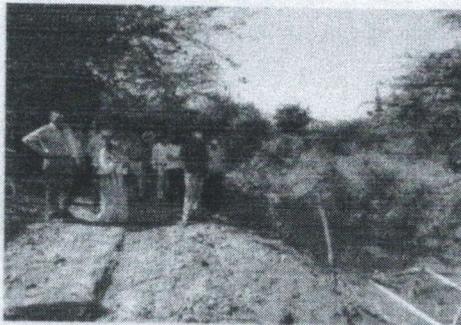
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शोधन किया जा रहा है। तदोपरान्त मा0 एनजीटी के अध्यक्ष श्री एस.वी.एस. राठौर के द्वारा फाईटोरेमेडियेशन पद्धति से नाले के

शोधन के सम्बन्ध में भी जानकारी प्राप्त की गई। जिसके उपरान्त उक्त नालें पर चल रही फाईटोरेमेडियेशन प्रक्रिया का स्थलीय निरीक्षण किया गया। जिसके सम्बन्ध में श्रीमती कल्पना अरोड़ा के द्वारा अवगत कराया गया कि फाईटोरेमेडियेशन प्रक्रिया में कैना प्लान्ट का उपयोग किया जा रहा है। जिस पर मा0 एनजीटी के अध्यक्ष श्री एस.वी. एस. राठौर के द्वारा संतोष व्यक्त किया गया।

5. दिनांक 12.10.2021 को मा0 राष्ट्रीय हरित अधिकरण ओवर साईट कमेटी के अध्यक्ष जस्टिस श्री एस.वी.एस. राठौर के द्वारा चेतन्य बिहार नाले का निरीक्षण किया गया निरीक्षण के दौरान नगर निगम मथुरा-वृन्दावन के अपर नगर आयुक्त, श्री सत्येन्द्र कुमार तिवारी, अधिशासी अभियन्ता, सिविल, श्री एस0पी0 मिश्रा, जोनल स्वास्थ्य अधिकारी, श्री सुरेन्द्र सिंह यादव, सैनिटेशन एक्सपर्ट श्री ऋषभकान्त दुबे, उ0प्र0 प्रदूषण नियंत्रण बोर्ड के क्षेत्रीय अधिकारी, श्री अरविन्द कुमार एवं जल निगम मथुरा के प्रोजेक्ट मैनेजर श्री योगेश कुमार शर्मा उपस्थित थे। निरीक्षण के दौरान नाले के डिस्चार्ज, एवं बायोरेमेडियेशन पद्धति से नाले के स्त्राव को शुद्ध करने की प्रक्रिया के सम्बन्ध में जानकारी प्राप्त की गई। जिस पर चयनित संस्था नैक्स्टजैन इन्फोवर्ल्ड संस्था की प्रतिनिधि श्रीमती कल्पना अरोड़ा के द्वारा अवगत कराया गया कि उक्त नाले का डिस्चार्ज 2.58 एमएलडी है एवं नाले के पानी का बायोरेमेडियेशन पद्धति से शोधन किया जा रहा है। साथ ही अवगत कराया गया कि, उक्त नालें में लगभग 200 मी0 आगे भी अन्य डोजिंग पॉइंट पर नाले के पानी का बायोरेमेडियेशन पद्धति से शोधन किया जा रहा है। जिस पर मा0 एनजीटी के अध्यक्ष श्री एस.वी.एस. राठौर के द्वारा संतोष व्यक्त किया गया।
6. दिनांक 12.10.2021 को मा0 राष्ट्रीय हरित अधिकरण ओवर साईट कमेटी के अध्यक्ष जस्टिस श्री एस.वी.एस. राठौर के द्वारा मांट रोड डम्प साईट का निरीक्षण किया गया निरीक्षण के दौरान नगर निगम मथुरा-वृन्दावन के अपर नगर आयुक्त, श्री सत्येन्द्र कुमार तिवारी, अधिशासी अभियन्ता, सिविल, श्री एस0पी0 मिश्रा, जोनल स्वास्थ्य अधिकारी, श्री सुरेन्द्र सिंह यादव, सैनिटेशन एक्सपर्ट श्री ऋषभकान्त दुबे, उ0प्र0 प्रदूषण नियंत्रण बोर्ड के क्षेत्रीय अधिकारी, श्री अरविन्द कुमार एवं जल निगम मथुरा के प्रोजेक्ट मैनेजर श्री योगेश कुमार शर्मा उपस्थित थे। अपर नगर आयुक्त श्री सत्येन्द्र कुमार तिवारी द्वारा अवगत कराया गया कि, मा0 राष्ट्रीय हरित अधिकरण के निर्देशों के अनुपालन में प्लांट लगाकर उक्त डम्प साईट पर एकत्रित लीगेसी वेस्ट का निस्तारण कर दिया गया है। वर्तमान में डम्प साईट पूर्णतः खाली है। जिस पर मा0 एनजीटी के अध्यक्ष श्री एस.वी.एस. राठौर के द्वारा संतोष व्यक्त किया गया।

7. दिनांक 12.10.
को मा0 राष्ट्रीय
अधिकरण ओवर
कमेटी के अध्यक्ष
जस्टिस श्री एस.
राठौर के द्वारा
वेस्ट ट्रान्सफर
का निरीक्षण
गया निरीक्षण के
नगर निगम



2021
हरित
साईट

वी.एस.
सॉलिड
स्टेशन
किया
दौरान

मथुरा-वृन्दावन के अपर नगर आयुक्त, श्री सत्येन्द्र कुमार तिवारी, अधिशासी अभियन्ता, सिविल, श्री एस0पी0 मिश्रा, जोनल स्वास्थ्य अधिकारी, श्री सुरेन्द्र सिंह यादव, सैनिटेशन एक्सपर्ट श्री ऋषभकान्त दुबे, उ0प्र0 प्रदूषण नियंत्रण बोर्ड के क्षेत्रीय अधिकारी, श्री अरविन्द कुमार एवं जल निगम मथुरा के प्रोजेक्ट मैनेजर श्री योगेश कुमार शर्मा उपस्थित थे। निरीक्षण के दौरान मा0 एनजीटी के अध्यक्ष श्री एस.वी.एस. राठौर के द्वारा सॉलिड वेस्ट ट्रान्सफर स्टेशन की आवश्यकता एवं उपयोग के सम्बन्ध में जानकारी प्राप्त की गई। जिस पर अपर नगर आयुक्त श्री सत्येन्द्र कुमार तिवारी द्वारा अवगत कराया गया कि, वृन्दावन जोन में डोर-टू-डोर कूड़ा कलेक्शन के उपरान्त एकत्रित होने वाले कचरे को कॉम्पेक्टर के माध्यम से कम्प्रेस करके नगला कोल्हू स्थित सॉलिड वेस्ट मैनेजमेन्ट प्लान्ट पर पहुंचाया जाता है। जिससे पूर्व की अपेक्षा वर्तमान में कूड़े को नगला कोल्हू स्थित प्लान्ट पहुंचाने में कम चक्कर लगते हैं एवं दुलाई में वाहनों के माध्यम से लगने वाले ईंधन की कम खपत होती है एवं नगर निगम के धन का व्यय कम होता है। जिस पर मा0 एनजीटी के अध्यक्ष श्री एस.वी.एस. राठौर के द्वारा संतोष व्यक्त किया गया।

8. दिनांक 12.10.
को मा0 राष्ट्रीय
अधिकरण ओवर
कमेटी के अध्यक्ष
जस्टिस श्री एस.
राठौर के द्वारा
वृन्दावन जोन में
मल सोमानी
में स्थित 05 टन
ऑर्गेनिक वेस्ट टू



2021
हरित
साईट

वी.एस.
हजारी
ग्राउण्ड

कम्पोस्ट प्लांट का निरीक्षण किया गया निरीक्षण के दौरान नगर निगम मथुरा-वृन्दावन के अपर नगर आयुक्त, श्री सत्येन्द्र कुमार तिवारी, अधिशासी अभियन्ता, सिविल, श्री एस0पी0 मिश्रा, जोनल स्वास्थ्य अधिकारी, श्री सुरेन्द्र सिंह यादव, सैनिटेशन एक्सपर्ट श्री ऋषभकान्त दुबे, उ0प्र0 प्रदूषण नियंत्रण बोर्ड के क्षेत्रीय अधिकारी, श्री अरविन्द कुमार एवं जल निगम मथुरा के प्रोजेक्ट मैनेजर श्री योगेश कुमार शर्मा उपस्थित थे। निरीक्षण के दौरान मा0 एनजीटी के अध्यक्ष श्री एस.वी.एस. राठौर के द्वारा 05 टन ऑर्गेनिक वेस्ट टू कम्पोस्ट प्लांट के सम्बन्ध में जानकारी प्राप्त की गई। जिस पर नगर निगम मथुरा-वृन्दावन द्वारा अवगत कराया गया कि, उक्त प्लान्ट पर वृन्दावन जोन में एकत्रित होने वाले गीले कचरे की प्रोसेसिंग करने के उपरान्त खाद बनाई जाती है। कूड़ा प्रोसेसिंग के उपरान्त उत्पन्न खाद का बिक्रय चयनित संस्था इंडियन एग्रो ऑर्गेनिक्स को निर्धारित दर पर किया जा रहा है। साथ ही नगर निगम मथुरा-वृन्दावन के सीमान्तर्गत स्थित पार्कों में भी खाद का उपयोग किया जा रहा है। जिस पर मा0 एनजीटी के अध्यक्ष श्री एस.वी.एस. राठौर के द्वारा संतोष व्यक्त किया गया।

प्रेषक,

डा० रजनीश दुबे,
अपर मुख्य सचिव,
उत्तर प्रदेश शासन।

सेवा में,

नगर आयुक्त,
नगर निगम
मथुरा-वृंदावन।

नगर विकास अनुभाग-5

लखनऊ दिनांक 02 नवम्बर 2021

विषय: मा० राष्ट्रीय हरित अधिकरण, नई दिल्ली में योजित M.A. No. 61/2021 IN O.A No-588/2019 में पारित आदेश दिनांक 22.09.2021के अनुपालन के संबंध में।

महोदय,

कृपया मथुरा नगर निगम क्षेत्र में ठोस अपशिष्ट प्रबन्धन के विषयगत मा० राष्ट्रीय हरित अभिकरण (NGT) में योजित वाद ओ०ए० संख्या 588/2019 एवं एम०ए० संख्या 61/2021 के अधीन पारित आदेशों के क्रम में निगम द्वारा किये जा रहे अनुपालन एवं तद्विषयक शासन स्तर पर किये गये रिव्यू/अनुश्रवण के क्रम में आपको अवगत कराना है कि लीगेसी वेस्ट एवं म्युनिसिपल सॉलिड वेस्ट फेसिलिटी के संबंध में एक संयुक्त रिपोर्ट उ०प्र० प्रदूषण नियंत्रण बोर्ड व केन्द्रीय प्रदूषण नियंत्रण बोर्ड के द्वारा तैयार की गयी है (प्रति संलग्न)। उक्त रिपोर्ट के द्वारा निम्नलिखित सुझाव दिये गये हैं:-

- a. As legacy waste processing has started. So there is a need to speed up the processing of legacy waste as per agreement time frame.
 - b. It is recommended that the firm should make arrangement for timely disposal of the segregated waste i.e. SCF, RDF and Compost disposal after processing of legacy waste.
 - c. Properly leachate collection and treatment should be ensured at legacy waste site and a fresh MSW stored site also, as per MSW rule.
 - d. Proper record related to quality of waste treatment, quantity of screen fractions produced and their utilization should maintained by the operator. Similar records should maintain for leachate management also.
 - e. Road maintenance of the MSW facility area is not maintained properly; need to maintain it to reduce dust emissions.
 - f. The housekeeping at different sections of site requires maintaining as per Municipal Solid Waste (Management and Handling) Rules, 2016.
 - g. Competent authority may direct to concerned agencies for completion of processing of legacy waste task within the timeframe as per agreement.
2. उपरोक्त सुझावों एवं शासन स्तर पर की गयी समीक्षा के क्रम में निम्नवत् निर्देशित किया जाता है :-
- i. उपरोक्त साइट पर लगभग 2.60 लाख मीट्रिक टन लीगेसी वेस्ट अनुमानित रूप से है और इस विषय में उक्त के रेमिडिएशन हेतु कार्य मौके पर विगत माह में संबंधित संस्था के माध्यम से किया गया है तथा 300एमटी का एक ट्रामल कार्य कर रहा है तथा एक अन्य ट्रामल भी अधिष्ठापित कर कार्य पर अतिरिक्त रूप से लगाया जाना अनुबंधित है। इस विषय में यह सुनिश्चित किया जाये कि उक्त

दूसरा ट्रामल भी तत्काल साइट पर कार्य करना आरम्भ करें। साथ ही इस विषय में दिनांक 30.11.2021 तक किये गये कार्य की मात्रा को आगणित करते हुए अनुबंधित समय (कार्य आरम्भ से 12 माह) से पूर्व 30 जून 2022 तक कार्य पूर्ण किये जाने के विषयगत यथावश्यकतानुसार क्षमतावृद्धि को भी सुनिश्चित किया जाये, जिससे वर्षाकाल के समय बाधा न उत्पन्न हो। माहवार लक्षित मात्रा और इसकी प्रगति के अनुश्रवण की व्यवस्था के संबंध में कार्य योजना तत्काल शासन को उपलब्ध करायी जाये।

- ii. उपरोक्त लीगेसी अपशिष्ट के निस्तारण में जो सेग्रीगेटेड अपशिष्ट होगा (SCF/RDF/Compost आदि), उक्त के अन्तिम निस्तारण की कार्य योजना और तदविषयक की गयी औपचारिक व्यवस्था की विस्तृत आख्या भी यथाशीघ्र प्रेषित की जाये।
- iii. लिचेट के संग्रहण और ट्रीटमेन्ट के विषयगत साइट स्थल पर की गयी व्यवस्था की प्रगति और इस हेतु भली-भांति सुनिश्चित किये जाने वाले कार्यों की आख्या भी मय फोटोग्राफ 02 सप्ताह की अवधि में उपलब्ध करायें। साइट पर यद्यपि लिचेट कलेक्शन की व्यवस्था है, परन्तु ट्रीटमेन्ट के लिये उसे निकट STP पर उक्त को भेजा जाता है। कृपया इस विषय में साइट में ही ट्रीटमेन्ट प्लांट (LTP) अधिष्ठापित कराने की कार्य योजना तत्काल बनाते हुए समयबद्ध रूप से कार्यवाही किये जाने के विषयगत विचार किया जाये और उक्त यदि सम्भव हो तो उसे यथाशीघ्र क्रियान्वित किया जाये। इस हेतु यदि आवश्यकता हो तो स्वच्छ भारत मिशन (नगरीय) से वित्त पोषण भी किया जा सकता है।
- iv. लीगेसी वेस्ट के निस्तारण हेतु अपनायी गयी अनुश्रवण व्यवस्था में माइक्रोमैनेजमेन्ट तथा रियल टाइम अनुश्रवण के विषयगत क्या रिपोर्टिंग सिस्टम एवं डाक्यूमेंटेशन सुनिश्चित किया जा रहा है इसे भी नगर आयुक्त द्वारा रिव्यू करते हुए तदनुसार उपरोक्तानुसार कार्यवाही सुनिश्चित की जाये और उक्त विषयगत अनुपालन आख्या उपलब्ध करायी जाये।
- v. उपरोक्त प्रसुविधा स्थल पर विद्यमान सड़क समुचित प्रकार से मॉन्टेन नहीं है, जिसके कारण डस्ट इमीशन की सम्भावना है। उक्त के संदर्भ में सम्पर्क मार्ग को तत्काल यथावश्यक स्पेशल रिपेयर/मरम्मत समयबद्ध रूप से कराते हुए कार्य पूर्ण होने विषयक आख्या 03 सप्ताह की अवधि में प्रस्तुत करें। साथ ही साथ साइट पर हाउसकीपिंग हेतु जो कार्य किया जाना है, उन्हें भी नियमों के अनुरूप किसी प्रकार सुनिश्चित किया जा रहा है, इससे अवगत कराया जाये।

कृपया उपरोक्त दिये गये निर्देशों का कड़ाई से अनुपालन सुनिश्चित करें तथा प्रत्येक स्तर पर उत्तरदायित्व का निर्धारण किया जाये। कार्यों के समयबद्ध एवं गुणवत्तापरक ढंग से क्रियान्वित होने में यदि निगम स्तर पर कोई विफलता पायी जाती है तो उपरोक्त हेतु संबंधित अधिकारियों एवं वेडर्स का उत्तरदायित्व निर्धारित करते हुए कठोर कार्यवाही की जायेगी।

भवदीय,
(डा० रजनीश दुबे)
अपर मुख्य सचिव

संख्या एवं दिनांक – तदैव।

प्रतिलिपि कार्यकारी निदेशक, स्वच्छ भारत मिशन (नगरीय) उ०प्र० को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।

आज्ञा से,

/
(संजय कुमार सिंह यादव)
विशेष सचिव

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