

**BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
MISC APPLICATION IN DISPOSED OF CASES NO. 118/2024
IN
ORIGINAL APPLICATION NO. 454/2022**

JAI PRAKASH

.....APPLICANT

VERSUS

STATE OF UTTAR PRADESH & ORS

.....RESPONDENT

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THROUGH



BHANWAR PAL SINGH JADON

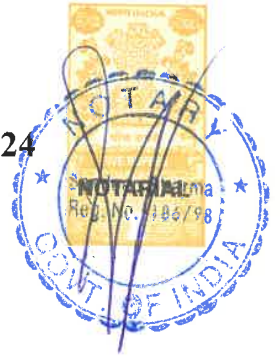
STANDING COUNSEL FOR THE STATE OF U.P. (NGT)

EMAIL- bhanwar09jadon@gmail.com

DATE: 07.01.2025

PLACE: NOIDA

**BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
MISC APPLICATION IN DISPOSED OF CASES NO. 118/2024
IN
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JAI PRAKASH

.....**APPLICANT**

VERSUS

STATE OF UTTAR PRADESH & ORS

.....**RESPONDENT**

**COMPLAINCE REPORT ON BEHALF OF DISTRICT MAGISTRATE,
GHAZIABAD, U.P. IN COMPLIANCE OF THE ORDER DATED
28.11.2024 PASSED BY THE HON'BLE NATIONAL GREEN TRIBUNAL,
PRINCIPAL BENCH, NEW DELHI**

I, Indra Vikram Singh, aged about 55 years, s/o Late Sunder Singh R/o H.No. - 01, Civil Line, P.S. Sadar Bazaar, Tehsil, Shahjhanpur, District- Shahjhanpur posted as District Magistrate, Ghaziabad, U.P. do hereby solemnly affirm and state as under:

1. That I, the Deponent in the above captioned matter am fully conversant with the facts of the case and am competent and authorized to swear the present Affidavit.
2. That I state that the contents of the compliance report have been drafted by my counsel on my instructions and the contents of the same are true to my knowledge and nothing material has been concealed therefrom.

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3. That I state that the captioned matter is pending before the Hon'ble Tribunal and was last listed on 28.11.2024. That as per the said order it was directed by the Hon'ble National Green Tribunal to submit the compliance report.

That the relevant portion of the order has been reproduced herein for ready reference:

“6. However, before taking any further action in matter, we find it appropriate to give one more opportunity and direct District Magistrate, Ghaziabad to submit compliance report as per judgment dated 27.03.2023 within three weeks, failing which, they shall appear personally before Tribunal.”

A Copy of the Order dt. 28.11.2024 has been attached herein as Annexure A/1.

4. That it is respectfully submitted that a meeting was convened under the chairmanship of District Magistrate, Ghaziabad on 06.12.2024, wherein four points with respect to the directions issued by the Hon'ble National Green Tribunal in its order dated 22.03.2023 were discussed.

That the relevant portion of the Order dt. 22.03.2023 has been reproduced herein for ready reference:

“3(13) in view of the factual position duly verified by the Joint Committee and also the UPPCB, the application is disposed off with directions to State of Uttar Pradesh through Chief Secretary, Government of Uttar Pradesh, Irrigation Department through Additional Chief Secretary/Principal Secretary, Irrigation Department, Government of Uttar Pradesh, Executive Officer, Municipal Council, Dasna and District Magistrate,

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Ghaziabad to take appropriate remedial measures within five months regarding

(1) Proper demarcation of the land of Rajwaha and removal of encroachments, if any from the same,

(2) Proper restoration and utilization of the land of Rajwaha (which illegally stands converted to water body having accumulation of domestic waste water/sewage and dumping ground of solid waste);

(3) Proper channelization for discharge of domestic waste water/sewage by construction of sewer line/drain and linkage of the same with main sewage drain and

(4) Removal/disposal of solid waste from the low lying area to ensure due compliance with the provisions of the Water (Prevention and Control of Pollution) Act, 1974, the Solid Waste Management Rules 2016 and the Environment (Protection) Act, 1986. The District Magistrate, Ghaziabad shall be the Nodal Officer for co-ordination and compliance.”

That with respect to the same, it was directed to the Revenue Department, Irrigation Department, Regional Officer U.P. Pollution Control Board, Executive Officer, Gram Panchayat Dasna Ghaziabad to conduct a Joint documentary investigation of the site in question. That the said investigation was conducted by the committee on 12.12.2024.

5. That in compliance of the Point 1 of the aforementioned Order i.e.:

“(1) Proper demarcation of the land of Rajwaha and removal of encroachments, if any from the same”,

It is submitted that the Sub-Divisional Magistrate, Sadar, Ghaziabad, has conveyed via office letter dated 13.12.2024, the status of the site in question as “बड्ढा राजवाहा खारिजशुदा नाली”.

That the Sub-Divisional Magistrate further reported that in the revenue records the site in question is noted as a "बड्ढा राजवाहा खारिजशुदा (Rejected)



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नाली." This established that the area is not a "Rajwaha" (canal) but a "बद्धा सड़क (Baddha)." Furthermore, the Executive Engineer, Meerut Division, Ganga Canal, Meerut in the letter dt. 12.12.2024 and 11.12.2024, has clarified that the site in question does not fall under the jurisdiction of the Meerut Division, Ganga Canal, Meerut. That a paved road, constructed by the Ghaziabad Development Authority, now occupies the land, with dense population settlements on both sides. That a demarcation and measurement of the area was conducted on 12.12.2024 by the joint committee. That a Nazri map of the same was also prepared by the Gram Panchayat Dasna. Therefore, the findings of the committee confirmed that the "Rajwaha" is, in fact, "खारिजशुदा (rejected) Drain" and is categorized as a "Baddha Road" (large pit). That it is to be noted that the site has been identified by as a pond by the Joint Committee during the investigation.

Copies of the revenue records has been attached herein as Annexure A/2(Colly).

A Copy of the Letter dt. 13.12.2024 has been attached herein as Annexure A/3.

A Copy of the Letter dt. 11.12.2024 has been attached herein as Annexure A/4.

A Copy of the Letter dt. 12.12.2024 alongwith Nazri map has been attached herein as Annexure A/5.

A Copy of the demarcation report has been attached herein as Annexure A/6.

6. That with respect to the Point 2 of the Order dt. 22.03.2023 i.e. :

"(2) Proper restoration and utilization of the land of Rajwaha (which illegally stands converted to water body having accumulation of domestic waste water/sewage and dumping ground of solid waste);"



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It is respectfully submitted that the Block Development Officer, Rajapur, Ghaziabad, through office letter dated 13.12.2024 has conveyed that two Memorandums of Understanding (MoU) dt. 05.05.2023 and 05.06.2024 were executed with M/s Dabur India Ltd. under its Corporate Social Responsibility (CSR) initiative to develop the site in question into a pond. That pursuant to these MoUs, M/s Dabur India Ltd. undertook the removal of garbage, waste, and other debris from the site in question. Furthermore, to safeguard the pond, wire fencing was installed with pillars along its perimeter. Additionally, with respect to the restoration and utilization of the land, a pond has been developed at the site in question and 100 trees and plants have been planted around to enhance its ecological sustainability and ensure its long-term environmental stability.

Copies of the Memorandums of Understanding dt. 05.05.2023 and 05.06.2023 has been attached herein as Annexure A/7(Colly)

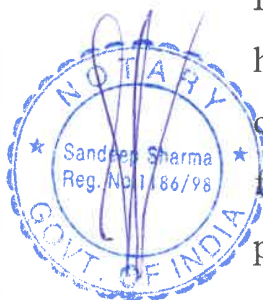
Copies of the photographs of the earlier and current status of the site in question after restoration by Dabur India Ltd. have been attached herein as Annexure A/8(Colly).

Copy of the letter dt. 13.12.2024 has been attached herein as Annexure A/9.

7. That in compliance of the Point 3 of the Order dt. 22.03.2023 i.e.:

(3) Proper channelization for discharge of domestic waste water/sewage by construction of sewer line/drain and linkage of the same with main sewage drain and

It is submitted that the Block Development Officer, Rajapur, Ghaziabad, has informed, vide office letter dated 13.12.2024 (*Annexure A/9*), that cemented drains exist alongside the road adjoining the pond. It has been further clarified that the water from these drains does not flow into the said pond; instead, domestic effluent is discharged into the Dasna Drain.



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Accordingly, proper channelization for the discharge of domestic wastewater and sewage has been ensured through the construction of a sewer line/drain, linking the same with the main sewage drain system.

8. That it is submitted that to assess the water quality of the pond, samples have been collected and submitted for analysis in the Regional Laboratory, Uttar Pradesh Pollution Control Board, Ghaziabad. Hence, the domestic effluent is discharged into the Dasna Drain which has been linked with the main sewage drainage system.

A Copy of the letter dt. 16.12.2024 alongwith the laboratory report has been attached herein as Annexure A/10.

9. That in compliance of the Point 4 of the Order dt. 22.03.2023 i.e.:

“(4) Removal/disposal of solid waste from the low lying area to ensure due compliance with the provisions of the Water (Prevention and Control of Pollution) Act, 1974, the Solid Waste Management Rules 2016 and the Environment (Protection) Act, 1986. The District Magistrate, Ghaziabad shall be the Nodal Officer for co-ordination and compliance.”

It is germane to mention that the Block Development Officer Rajapur Ghaziabad has informed vide its letter dated 13.12.2024 that the collection of solid waste in each wards is being done through e-rickshaw. It is further mentioned that, at present, there is no encroachment of any kind on the said pond, nor is there any garbage or solid waste present. Additionally, the Assistant Environmental Engineer, Uttar Pradesh Pollution Control Board (UPPCB), Ghaziabad, has confirmed through his report that, at the time of inspection, no municipal solid waste was found to be dumped in the pond in question.

A Copy of the letter dt. 13.12.2024 has been attached herein as Annexure A/11.



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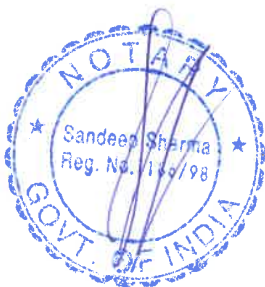
Copies of the photographs of solid waste disposal have been attached herein as Annexure A/12(Colly).

10. Therefore, it is respectfully submitted that all the directions issued by the Hon'ble Tribunal in the Order dt. 22.03.2023 have been duly complied with.
11. Hence, the present affidavit is being filed for the kind consideration and perusal of this Hon'ble Tribunal.
12. That I state that everything stated above has been stated by me in my official capacity on and derived from the official records and I state that nothing material has been concealed therefrom.

DEPONENT

VERIFICATION

Verified at _____ on this ____ day of January, 2025, that the contents of the above affidavit from paragraphs 1 to 12 are believed to be true and correct to the best of my knowledge and belief. No part of it is false and nothing material has been concealed therefrom.



ATTESTED

(Sandeep Sharma)
Reg. No. 1136/98
NOTARY PUBLIC
Chaziabad (U.P.)

DEPONENT

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Item No. 13

Court No. 2

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

MISC APPLICATION IN DISPOSED OF CASES No. 118/2024
In
Original Application No. 454/2022

Jai Prakash

Applicant

Versus

State of Uttar Pradesh & Ors

Respondent(s)

Date of hearing: 28.11.2024

**CORAM: HON'BLE MR. JUSTICE SUDHIR AGARWAL JUDICIAL MEMBER
HON'BLE DR. AFROZ AHMAD, EXPERT MEMBER**

Applicant: None

Respondents: None

ORDER

1. This matter has come up before us on Office Report dated 26.11.2024 pointing out non-compliance of directions given by Tribunal vide judgement dated 22.03.2023 in O.A No. 454/2022.

2. This Original Application was registered on a letter opetition of Jai Prakash, R/o Akash Nagar Indergarhi, District Ghaziabad complaining about development of unauthorized colony by raising illegal construction on agricultural land of Village Dasna, District Ghaziabad.

3. Above original application was ultimately decided finally by judgment dated 22.03.2022 and judgment reads as under:-

“

1. Mr. Jai Prakash resident of Akash Nagar Indergarhi, District Ghaziabad has sent this letter petition, which has been treated and registered as original application, complaining about development of unauthorized colony by raising of illegal constructions in agricultural land of Village Dasna, Tehsil Dasna District Ghaziabad raising further grievance that complaints were made to the concerned Authorities but no action has been taken on the same.

2. Vide order dated 28.07.2022, this Tribunal constituted a Joint Committee comprising of with direction to submit its report. The relevant part of the order reads as under:-

“x x x x
In view of the grievances made in the application, we are of the view that the factual position needs to be verified and remedial action is required to be taken on the basis thereof in case of violation of environmental norms. We accordingly constitute Joint Committee of State PCB, SEIAA and District Magistrate, Ghaziabad and direct the Joint Committee to meet within four weeks, undertake site visits, look into the grievances of the applicant, verify the factual position and take requisite action by following due process of law. The State PCB will be the Nodal agency for coordination and compliance. Factual and action taken report may be furnished within three months by e-mail at judicial-ngt@gov.in preferably in the form of searchable PDF/OCR Support PDF and not in the form of Image PDF...”

3. In compliance thereof report of the Joint committee has been submitted by Mr. Utsav Sharma, Regional Officer, UPPCB, Ghaziabad vide email dated 13.12.2022. The relevant part of the report is reproduced below:-

“मा० एन०जी०टी० नईदिल्लीमें योजितOA No-454/2022 Jai Prakash Versus State of Uttar Pradesh के सम्बन्ध में निरीक्षण आख्या ।

X X X X

उपरोक्त के क्रम में संयुक्त समिति के सदस्य विपिन कुमार, अपरजिलाधिकारी (नगर), गाजियाबाद, प्रतीक सिंह, नायब तहसीलदार, गाजियाबाद, संजीव कुमार, लेखपाल डासना, गाजियाबाद, डॉ० अमृतलाल हलधर सदस्य एस०ई०ए०एसी०-2, किशन सिंह, सहायक पर्यावरण अभियंता, उ०प्र० प्रदूषण नियंत्रण बोर्ड, गाजियाबाद द्वारा संयुक्त रूप से दिनांक 05.11.2022 को स्थलीय निरीक्षण किया गया। निरीक्षण के दौरान शिकायतकर्ता श्री जय प्रकाश (मो० 9717337211) से दूरभाष पर सम्पर्क किया गया, उनके द्वारा शहर से बाहर होना अवगत कराया गया। निरीक्षण आख्या निम्नवत है:

1. निरीक्षण के दौरान श्री जय प्रकाश से दूरभाष पर ग्राम डासना में कृषि पर विकसित हो रही अवैध कालोनी की जानकारी चाही गयी, जिसके सम्बन्ध में उनके द्वारा शिकायत की गयी है।

तत्काल में उनके द्वारा अवगत कराया गया कि ग्राम डासना देहात के अन्तर्गत विकसित आकाश नगर कालोनी अवैध रूप से कृषि भूमि पर विकसित की गयी है तथा ग्राम के तालाब, सार्वजनिक भूमि, चक रोड इत्यादि पर अवैध कब्जे के सन्दर्भ में उनके द्वारा मा० राष्ट्रीय हरित अधिकरण में शिकायत की गयी है।

2. ग्राम पंचायत डासना देहात के अन्तर्गत आकाश नगर कालोनी के सम्बन्ध में वहाँ के निवासियों से वार्ता की गयी वार्ता के दौरान अवगत कराया गया कि आकाश नगर लगभग 20 से 25 वर्ष पुरानी कालोनी है, जिसे किसी एक व्यक्ति व बिल्डर्स द्वारा विकसित नहीं किया गया है। किसानों द्वारा स्वयं प्लॉटिंग कर विक्रय की गयी है तथा आकाश नगर कालोनी में मकानों की संख्या लगभग चार हजार एवं आबादी लगभग बीस हजार अवगत करायी गयी है।

3. शिकायतकर्ता द्वारा ग्राम के तालाब व खसरा संख्या 232, 234 के पर अवैध कब्जे के सम्बन्ध में जिलाधिकारी महोदय, गाजियाबाद को प्रेषित शिकायत का उल्लेख किया गया। निरीक्षण के दौरान तालाब पर अवैध कब्जे के सम्बन्ध में लेखपाल द्वारा अवगत कराया गया कि उक्त स्थल तालाब न होकर बड़ा रजवाहा है, जो मौके पर खाली है तथा तालाब के रूप में पानी भरा हुआ है। खसरा नं० 232 एवं 233 संक्रमणीय भूमिधर के रूप में अंकित है, जिन पर लगभग 40 वर्ष पुरानी सघन आबादी बनी हुयी है। उक्त के सम्बन्ध में राजस्य विभाग द्वारा प्रस्तुत की आख्या प्रति संलग्न हैं (संलग्नक)

4. मा० राष्ट्रीय हरित अधिकरण, नई दिल्ली के उक्त आदेश के क्रम में आकाश नगर की भूमि के प्रयोग सम्बन्ध में सचिव, गाजियाबाद विकास प्राधिकरण, गाजियाबाद को उ०प्र० प्रदूषण नियंत्रण बोर्ड, गाजियाबाद के पत्र संख्या 2145/एनजीटी-153/ओए-454/2022 दिनांक 23.11.2022 द्वारा पत्र प्रेषित किया गया है। उक्त पत्र के परिपेक्ष्य में सचिव, गाजियाबाद विकास प्राधिकरण, गाजियाबाद प्रेषित किया गया, जिसके अनुसार खसरा नं० 165, 196, 197, 232, 233, 234, 237, 238 पर आवासीय / आबादी है। गाजियाबाद विकास प्राधिकरण, गाजियाबाद से प्राप्त पत्र की प्रति संलग्न है (संलग्नक-2)। निरीक्षण के दौरान लिये गये फोटोग्राफ निम्नवत् है:

आख्या आपके अवलोकनार्थ एवं अग्रिम आवश्यक कार्यवाही हेतु सादर प्रस्तुत है।"

4. *English translation of the report of the Joint committee dated 13.12.2022 is reproduced below:-*

X X X X

In relation to the above, on-site inspection was done jointly on 05.11.2022 by Joint Committee Member Vipin Kumar; Additional District Magistrate (City)- Ghaziabad, Prateek Singh; Naib Tehsildar, Ghaziabad, Sanjeev Kumar; Lekhpal-Dasna, Ghaziabad, Mr. AmritLalHaldhar, Member S.E.A.AC-2, Kishan Singh; Assistant Environmental Engineer UP Pollution Control Board, Ghaziabad. During the inspection, the complainant Mr. Jai Prakash (Md. 9717337211) was contacted over phone, he informed that he was out of town. Inspection report is as follows:-

1. *During the inspection Shri Jai Prakash was asked over the phone about the illegal colony being developed on agricultural land in village*

and Shri N.K. Pandey, Assistant Environmental Engineer, UPPCB, Ghaziabad carried out the site visit of Aakash Nagar and adjoining areas in Dasna Dehat area of Ghaziabad along with officers from revenue department on 05.11.2022 for factual verification of averments made in the complaint.

4. That, the report of the Joint Committee has been filed in Hon'ble Tribunal on 13.12.2022 and same has been acknowledged by Hon'ble Tribunal on 19.12.2022.

5. That, the matter was adjourned on 19.12.2022 and UPPCB was directed to submit status report regarding rajwaha and pond in question.

6. That, in compliance of above-mentioned directions of Hon'ble Tribunal, the officers of the Regional Office, Ghaziabad of UPPCB visited the said site again on 19.02.2023 and collected water samples from the said area earmarked as raiwaha in the revenue records and deposited it in the Regional Laboratory, Ghaziabad.

7. That, analysis of the said sample has been done. The status of water quality of the said rajwaha is as follows:-

Sr. No.	Parameter	Observed Value
1.	Colour	Turbid
2.	Odour	Faint
3.	pH	7.62
4.	Dissolved Oxygen	Nil
5.	BOD(mg/l)	58.2
6.	COD(mg/l)	98.4
7.	Total Suspended Sol (mg/l)	120.0

8. As is evident from above, though no fresh water is coming through the said raiwaha but receiving domestic waste water from Akash Nagar and Village indiragarhi area is filled in this low-lying area. Although, the inflow of waste water into the rajwaha has stopped as drains have been built which carry the domestic waste water which is getting accumulated in low lying areas along the railway line and eventually reaches Dana drain but wastewater and solid waste is still present at said rajwaha."

7. We have gone through the Report of the Joint Committee as well as Status Report filed by the UPPCB.

8. None has appeared for the applicant today despite being informed about the date of hearing fixed. No objections have been filed to the report of the Joint Committee by any one including the applicant.

9. The applicant has complained in the letter petition, which has been treated and registered as original application, regarding illegally carving out of the colony in agricultural land. In its Report the Joint Committee has mentioned that on enquiry the residents of the Locality informed that Akash Nagar Colony, which is about 20-25 years old, has not been carved by any one person or builder but has been carved out by sale of plots by the concerned farmers and about 4000 houses have been constructed and about 20000 persons are residing there. In its report, the Joint Committee has mentioned with reference to allegations regarding encroachments on Khasra No.232 and 234 that according to the concerned Revenue Officer no pond existed there and Rajwaha which has fallen out of use has become converted to Pond and entries of "sankramaniyebhumidar" are made in respect of Khasra No. 232 and 233 which are having 40 years old inhabitations. The Joint Committee has also referred to letter of Secretary, Ghaziabad Development Authority that residential colonies/constructions (abadi) exist in land comprised in Khasra No. 165, 169, 197, 232, 233, 234, 237 and 238.

10. So far as the matter of carving out of colonies on agricultural land, which raises the questions relating to change of land use and colonization without requisite permission/approval by the Concerned Authorities, is concerned, it is for the concerned Authorities to take appropriate action and the said matter does not directly and substantially raise questions relating to environment arising out of implementation of the enactments specified in Schedule 1 to the National Green Tribunal Act, 2010. Even otherwise, the questions of environmental violations by such change of land use and unauthorized constructions, which are more than 20/40 years old, have become time barred so far exercise of its Jurisdiction by this Tribunal in respect thereof is concerned.

11. However, so far as the matter regarding encroachments on rajwaha and discharge of waste water/sewage and disposal of solid waste in the same is concerned, the same directly and substantially raises questions relating to environment arising out of implementation of the enactments specified in Schedule 1 to the National Green Tribunal Act, 2010 which is continuing wrong violating the environmental norms. In its Status Report, the UPPCB has mentioned that the Rajwaha is not receiving any fresh water but the domestic waste water from Akash Nagar and village Indiragarhi area is filled in low lying area. The inflow of the waste water into Rajwaha has been stopped as drain has been built which carries the domestic waste water, which is getting accumulated in low lying areas along the railway line, to Dasna drain but waste water and solid waste is still present at said Rajwaha. In its status report the UPPCB has also mentioned that water samples were collected from the area and were got analyzed. A perusal of the analyses report shows that the same exceed the relevant parameters.

12. We find that the reports submitted suffer from serious deficiencies and reflect casual approach of the concerned Authorities. The concerned Authorities, by their inaction, negligence or passive connivance, allow unauthorized colonies to come up, which are later either regularized or demolished, causing undue enrichment of land mafia/unscrupulous colonizers or unbearable loss of even life time earnings to the poor, down trodden, weaker sections of the society. Any subsequent regularization involves questions of providing basic civic amenities, which are also ignored causing serious problems of discharge of domestic waste water/sewage and disposal of solid waste creating unhygienic living conditions. Remedial measures regarding both the aspects have been completely ignored in the present case by the concerned Authorities with "no one's concern in no man's land" approach. "Rajwaha" is not an isolated small water body and is in fact part of water channel connected on both ends and the Status of both those ends is missing in both the Reports. The inlet of water to Rajwaha is stated to have stopped but no report has been obtained by the Joint Committee from the Irrigation Department regarding the same whether the same has been closed and if so legally or illegally, when, where, by whom and what action has been taken or is required to be taken regarding the same. The Joint Committee has submitted that domestic waste water/sewage is getting accumulated and solid waste is being dumped there but surprisingly no remedial action has been taken or suggested by the Joint Committee or the UPPCB.

13. In view of the factual position duly verified by the Joint Committee and also the UPPCB, the application is disposed of with directions to State of Uttar Pradesh through Chief Secretary, Government of Uttar Pradesh, Irrigation Department through Additional Chief Secretary/Principal Secretary, Irrigation Department, Government of Uttar Pradesh, Executive Officer, Municipal Council, Dasna and District Magistrate, Ghaziabad to take appropriate remedial measures within five months regarding (i) proper demarcation of the land of Rajwaha and removal of encroachments, if any from the same; (2) proper restoration and utilization of the land of Rajwaha (which illegally stands converted to water body having accumulation of domestic waste water/sewage and dumping ground of solid waste); (iii) proper channelization for discharge of domestic waste water/sewage by construction of sewer line/drain and linkage of the same with main sewage drain and (iv) removal/disposal of solid waste from the low lying area to ensure due compliance with the provisions of the Water (Prevention and Control of Pollution) Act, 1974, the Solid Waste Management Rules 2016 and the Environment (Protection) Act, 1986. The District Magistrate, Ghaziabad shall be the Nodal Officer for co-ordination and compliance.

14. Action Taken Report by the District Magistrate, Ghaziabad and Status Report by the UPPCB be filed within six months by e-mail at judicial-ngt@gov.in preferably in the form of searchable PDF/OCR

Supported PDF and not in the form of Image PDF, before the Ld. Registrar General, National Green Tribunal, Principal Bench, New Delhi who may, if necessary, put up the matter before this Bench for further directions.

15. A copy of this order be sent to the applicant by post for information and to the Chief Secretary, Government of Uttar Pradesh, Additional Chief Secretary/Principal Secretary, Irrigation Department, Government of Uttar Pradesh, Executive Officer, Municipal Council, Dasna and District Magistrate, Ghaziabad by e-mail for requisite compliance.

4. Para 14 of judgment shows that an action taken report was required to be filed by District Magistrate, Ghaziabad within 6 months but no such report has been submitted till date though six month's period expired in October 2023 since order was communicated to concerned Authorities on 13.04.2023 and more than a year has passed since then.

5. This approach on the part of concerned Authority is highly deprecable, particularly when non-compliance of Tribunal's orders is an offense under Section 26 of NGT Act, 2010.

6. However, before taking any further action in matter, we find it appropriate to give one more opportunity and direct District Magistrate, Ghaziabad to submit compliance report as per judgment dated 27.03.2023 within three weeks, failing which, they shall appear personally before Tribunal.

7. List on 08.01.2025.

Sudhir Agarwal, JM

Dr. Afroz Ahmad, EM

November 28, 2024
MISC APPLICATION IN DISPOSED OF CASES No. 118/2024
In Original Application No. 454/2022
AB

सुलभासुत रणमरा (अर्ध मजालवात)

डसना

डसना

जिल्हा गोंजगावाप

सर्वे क्रमांक	डेकरवात	सुलभासुत संख्या	सुलभासुत संख्या	नवी रचना रचलेली संख्या	शिल्ले वस्तुवर्ग की मूळ प्रीपी (Soil Class)	शिल्ले का माथन	निगम निगम
१९१	३१११२	३४३मि	११११११	१२९४	सेवक अक्विल आवी	नहरतोड	१२९५
१९२	३१११०	३४४मि	११३११०	१०९२	सेवक अक्विल आवी	नहरतोड	१०९५
१९३	३१३११६	३४४मि	३१३११६	२४८	सेवक अक्विल आवी	नहरतोड	२४६
१९४	११३	३४६मि	११३	१५०१	सेवक अक्विल आवी	-	राजवा हा खासिज
१९५	१११	४४०मि	१११	१५१५	-	-	रास्ता
१९६	११	५४०	११	१५१८	-	-	रास्ता
१९७	११२	४४४	११२	१५१५	-	-	रास्ता
१९८	५११	४८६मि	१११	८१२	वाडा अक्विल आवी	नहरतोड	२४१
		४८८	११६		नाडा अक्विल आवी	नहरतोड	
		४९१	११		सेवक अक्विल आवी	नहरतोड	
		५४३मि	११		वाडा अक्विल आवी	नहरतोड	
		४९६मि	११२		सेवक अक्विल आवी	नहरतोड	
		४९८	११		सेवक अक्विल आवी	नहरतोड	
			५११				
१३५-१६							
२४६००			मिथुना न० १०१३		कृष्ण	क० ०११	
१०११४६०			१०११४६०		२११	२११	

सुलभासुत

१६/११/१९५५
सुलभासुत
गोंजगावाप

सुलभासुत संस्था, सुलभासुत, सुलभासुत, सुलभासुत, सुलभासुत, सुलभासुत, सुलभासुत, सुलभासुत

विशेष सूचना- स्वाम मू सर्व सुलभासुत हे ज्ञान पर भरा जायगा।

सुलभासुत-२९ सुलभासुत-१३-१-१९-४-१००,००० सुलभासुत

जोत चक आकार पत्र - १५

(नियम ६७)

जोत चकबन्दी अधिनियम की धारा २७ के अधीन वेपार की गई मतीनी

डरना

डरना

ज

गाजियाबाद

सतीनी मतीनी की क्रम संख्या	स्वामिदार का नाम, पितृ नाम तथा निवास स्थान	जोत प्रपञ्च होने का वर्ष	नई माप संख्या	क्षेत्रफल	स्वामिदार का नाम या नाम का स्थान	प्रमाण व्यवस्था
१	२	३	४	५	६	७
१२१२	रास्ता		१	१११२		
			२६	५४		
			३०	२१		
			१२८	१११		
			१३५	५९		
			१३६	५२		
			२०६	५		
			२१६	५३		
			२२५	५		
			३६०	२४		
			४०८२९	९१		
			४६१	५२		
			४०४	५१		
			६८३	१११५		
			६०१	५२		

रास्ता

अनुपम लिखा
लेखपाल
तहसील गाजियाबाद

श्री धरना

श्री



कार्यालय उप जिलाधिकारी गाजियाबाद ।
OFFICE OF THE SUB-DIVISIONAL MAGISTRATE GHAZIABAD

पत्रांक:3813 / एस0टी0-एस0डी0एम0 / 2024

दिनांक: 13 -12-2024

जिलाधिकारी,
गाजियाबाद ।

विषय:-मा0 राष्ट्रीय हरित अधिकरण, नई दिल्ली में योजित **MISC APPLICATION IN DISPOSED OF CASES NO.118/2024** in original Application No.454/2022 जय प्रकाश बनाम स्टेट ऑफ स्टेट ऑफ उ0प्र0 एवं अन्य में पारित आदेश दिनांक 28.11.2024 के अनुपालन के सम्बन्ध में।

महोदय,

कृपया उपरोक्त विषयक मा0 राष्ट्रीय हरित अधिकरण, नई दिल्ली में योजित **MISC APPLICATION IN DISPOSED OF CASES NO.118/2024** in original Application No.454/2022 जय प्रकाश बनाम स्टेट ऑफ स्टेट ऑफ उ0प्र0 एवं अन्य में पारित आदेश दिनांक 28.11.2024, का अवलोकन करने का कष्ट करें, जिसमें आपके द्वारा उक्त आदेश का अनुपालन कराकर अनुपालन आख्या उपलब्ध कराये जाने हेतु निर्देशित किया गया है।

उक्त के सम्बन्ध में अवगत कराना है कि ग्राम डासना तहसील व जिला गाजियाबाद खसरा संख्या 196, 197, 232, 233, एवं 234 की राजस्व अभिलेखों में निम्न स्थिति है:-

क्र0सं0	खसरा संख्या	राजस्व अभिलेख में स्थिति
1	2	3
1	196	बड़ा राजवाहा खारिजशुदा नाली नोट:-1359फ0 में बढढा/सड़क के रूप में दर्ज है।
2	197	रास्ता
3	232	संकमणीय भूमिधर
4	233	संकमणीय भूमिधर
5	234	संकमणीय भूमिधर

उपरोक्तानुसार 1359 फसली खसरे में खसरा संख्या 196 रकबा 0.2530है0 बढढा/सड़क पुख्ता दर्ज है जबकि जोत चकबन्दी आकार पत्र 41 व 45 में यह बड़ा राजवाहा खारिजशुदा नाली के रूप में दर्ज है जिससे स्पष्ट है कि यह राजवाहा न होकर बढढा/नाली है। मौके का नजरी नक्शा साथ संलग्न है।

उक्त के अतिरिक्त यह भी अवगत कराना है कि सिंचाई विभाग के रिकॉर्ड में यह गाटा राजवाहे के रूप में दर्ज नहीं है। ग्राम डासना के खसरा नं0 232 क्षेत्रफल 0.069, खसरा नं0 233 क्षेत्रफल 0.069है0, खसरा नं0 234 क्षेत्रफल 0.070है0 संक्रमणीय भूमिधरी के रूप में दर्ज है जिसमें काफी पुरानी आबादी मौके पर बनी है तथा खसरा नं0 237 क्षेत्रफल 0.035है0 चकमार्ग, खसरा नं0 238 क्षेत्रफल 0.013है0 नाली के रूप में अंकित है तथा मौके पर अपने स्वरूप में विद्यमान है जिस पर कोई अतिक्रमण नहीं है बल्कि पक्का खड़जा बना है। खसरा नं0 197 क्षेत्रफल 0.089है0, खसरा नं0 196 क्षेत्रफल 0.2530है0 शजरा में संलग्न गाटे है तथा मौके पर तालाब के रूप में विद्यमान है। 1359फसली खसरा में खसरा नं0 196 पुराना (500) में बढढा सड़क पुस्ता दर्ज है।

उक्त के अतिरिक्त ग्राम डासना परगना डासना तहसील व जिला गाजियाबाद स्थित खसरा संख्या 196 व 197 जो कि मौके पर तालाब के रूप में है जिसकी पैमाईश की गयी जिसमें भूमि का कुल क्षेत्रफल 0.2910है0 है जिसकी आख्या फील्ड बुक, फोटोग्राफस संलग्न है।

उपरोक्तानुसार आख्या महोदय की सेवा में सादर प्रेषित है।

संलग्नक:—यथोपरि।

उप जिलामजिस्ट्रेट,
गाजियाबाद।

प्रेषक,

प्रेषित,

अधिशारी अभियन्ता,
मेरठ खण्ड गंगा नहर, मेरठ।

जिलाधिकारी महोदय
गाजियाबाद।

पत्रांक: 6576 /मेखगंगगे/

दिनांक: 11/12/2024

विषय: ओ०ए० संख्या 454/2022 Jai Prakash VS State of Uttar Pradesh में पारित मा० राष्ट्रीय हरित अधिकरण, नई दिल्ली के आदेश दिनांक 22.03.2023 की अनुपालना में दिनांक 06.12.2024 को जिलाधिकारी महोदय, जनपद गाजियाबाद की अध्यक्षता में हुई बैठक के सम्बन्ध में।

सन्दर्भ: इस कार्यालय का पत्रांक 6613/मेखगंगगे, दिनांक 07.11.2023 महोदय,

उपरोक्त विषयक सन्दर्भित पत्र (छायाप्रति संलग्न) का अवलोकन करने की कृपा करें। उक्त विषयक अवगत कराना है कि ओ०ए० संख्या 454/2022 Jai Prakash VS State of Uttar Pradesh में पारित मा० राष्ट्रीय हरित अधिकरण, नई दिल्ली के आदेश दिनांक: 22.03.2023 की अनुपालना में दिनांक: 17.10.2023 को विषयक प्रकरण का स्थलीय विभागीय संयुक्त निरीक्षण किया गया, मौका स्थल के अनुसार खसरा संख्या 232, 233, नम्बरान संकमणीय भूमिधर के रूप में है व खसरा संख्या 165, 169, 197, 234, 237, 238 पर आवसीय/आबादी के नम्बरान है। जिसका उल्लेख मा० राष्ट्रीय हरित अधिकरण, नई दिल्ली के पारित आदेश दिनांक 22.03.2023 में भी है।

उक्त के अतिरिक्त यह भी अवगतनीय है, कि इस खण्ड के अन्तर्गत डासना माईनर के ग्राम डासना में खसरा नम्बर 308, 140ख, 56ख, 74ग, 302 है, जो कि लगभग 25 से 30 वर्ष पूर्व ही डासना माईनर निष्पोजय हो चुकी है, वर्तमान में माईनर की भूमि पर गाजियाबाद विकास प्राधिकरण द्वारा, पक्की सड़क का निर्माण किया जा चुका है। जिसके दोनो ओर घनी आबादी है व डासना माईनर की भूमि का गाजियाबाद विकास प्राधिकरण को स्थानान्तरण का प्रकरण पूर्व में ही शासन को प्रेषित किया जा चुका है।

अतः खसरा संख्या 165, 169, 197, 232, 233, 234, 237 और 238 मेरठ खण्ड गंगा नहर, मेरठ के कार्यक्षेत्र से सम्बन्धित नहीं हैं।

महोदय,
अधिशारी अभियन्ता
मेरठ खण्ड गंगा नहर
मेरठ

पत्रांक: /मेखगंगगे/तदिनांक

प्रतिलिपि निम्नलिखित को उक्त सन्दर्भित पत्र के क्रम में सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है।

1- मुख्य अभियन्ता (गंगा) सिंचाई एवं जल संसाधन विभाग, उ०प्र०, मेरठ।

2- अधीक्षण अभियन्ता-प्रथम, मण्डल सिंचाई कार्य, मेरठ।

3- नोडल अधिकारी एवं अधिशारी अभियन्ता सिंचाई निर्माण खण्ड, गाजियाबाद को इस अवरोध के साथ प्रेषित है कि आप उक्त प्रकरण के सम्बन्ध में अपने स्तर से जिलाधिकारी महोदय, गाजियाबाद को अवगत कराने का कष्ट करें।

अधिशारी अभियन्ता
मेरठ खण्ड गंगा नहर,
मेरठ

प्रेषक,
अधिशाली अभियन्ता,
मेरठ खण्ड गंगा नहर, मेरठ।
सेवा में,
उपजिलाधिकारी,
गाजियाबाद।

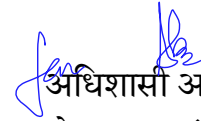
पत्रांक:- 362 /मेखंगंगनमें/

दिनांक:- 12.12.24

विषय:- विषय:- मा0 राष्ट्रीय हरित अधिकरण, नई दिल्ली में योजित MISC APPLICATION IN
DISPOSED OF CASES NO. 118/2024 IN ORIGINAL APPLICATION NO.
454/2022 जय प्रकाश बनाम स्टेट ऑफ यू0पी0 एवं अन्य में पारित आदेश दिनांक 28.11.2024
के अनुपालन के सम्बन्ध में।

कृपया उपरोक्त विषयक अपने कार्यालय के पत्र संख्या 3812/एसटी-एसडीएम(एस)/2024
दिनांक 12.12.2024 का अवलोकन करने का कष्ट करें, जिसके द्वारा प्रशानत प्रकरण में ग्राम डासना
परगना डासना तहसील व जनपद गाजियाबाद खसरा संख्या 196 मेरठ खण्ड गंगा नहर, मेरठ के
कार्यक्षेत्र से सम्बन्धित अथवा नहीं, के सम्बन्ध में सुस्पष्ट आख्या चाही गयी है।

उक्त के सम्बन्ध में अवगत कराना है कि ग्राम डासना परगना डासना तहसील व जनपद
गाजियाबाद खसरा संख्या 196 मेरठ खण्ड गंगा नहर, मेरठ के कार्यक्षेत्र से सम्बन्धित नहीं है।


अधिशाली अभियन्ता
मेरठ खण्ड गंगा नहर
मेरठ

विषय:-मा0 राष्ट्रीय हरित अधिकरण, नई दिल्ली में योजित MISC APPLICATION IN DISPOSED OF CASES NO.118/2024 in original Application No.454/2022 जय प्रकाश बनाम स्टेट ऑफ स्टेट ऑफ उ0प्र0 एवं अन्य में पारित आदेश दिनांक 28.11.2024 के अनुपालन के सम्बन्ध में।

महोदय,

कृपया उपरोक्त विषयक मा0 राष्ट्रीय हरित अधिकरण, नई दिल्ली में योजित MISC APPLICATION IN DISPOSED OF CASES NO.118/2024 in original Application No.454/2022 जय प्रकाश बनाम स्टेट ऑफ स्टेट ऑफ उ0प्र0 एवं अन्य में पारित आदेश दिनांक 28.11.2024, का अवलोकन करने का कष्ट करें, जिसमें आपके द्वारा उक्त आदेश का अनुपालन कराकर अनुपालन आख्या उपलब्ध कराये जाने हेतु निर्देशित किया गया है।

उक्त के सम्बन्ध में अवगत कराना है कि ग्राम डासना तहसील व जिला गाजियाबाद खसरा संख्या 196, 197, 232, 233, एवं 234 की राजस्व अभिलेखों में निम्न स्थिति है:-

क्र०सं०	खसरा संख्या	राजस्व अभिलेख में स्थिति
1	2	3
1	196	बड़ा राजवाहा खारिजशुदा नाली नोट:-1359फ0 में बढढा/सड़क के रूप में दर्ज है।
2	197	रास्ता
3	232	संकमणीय भूमिधर
4	233	संकमणीय भूमिधर
5	234	संकमणीय भूमिधर

उपरोक्तानुसार 1359 फसली खसरे में खसरा संख्या 196 रकबा 0.2530है0 बढढा/सड़क पुख्ता दर्ज है जबकि जोत चकबन्दी आकार पत्र 41 व 45 में यह बड़ा राजवाहा खारिजशुदा नाली के रूप में दर्ज है जिससे स्पष्ट है कि यह राजवाहा न होकर बढढा/नाली है। मौके का नजरी नक्शा साथ संलग्न है।

उक्त के अतिरिक्त यह भी अवगत कराना है कि सिंचाई विभाग के रिकॉर्ड में यह गाटा राजवाहे के रूप में दर्ज नहीं है। ग्राम डासना के खसरा नं0 232 क्षेत्रफल 0.069, खसरा नं0 233 क्षेत्रफल 0.069है0, खसरा नं0 234 क्षेत्रफल 0.070है0 संकमणीय भूमिधरी के रूप में दर्ज है जिसमें काफी पुरानी आबादी मौके पर बनी है तथा खसरा नं0 237 क्षेत्रफल 0.035है0 चकमार्ग, खसरा नं0 238 क्षेत्रफल 0.013है0 नाली के रूप में अंकित है तथा मौके पर अपने स्वरूप में विद्यमान है जिस पर कोई अतिक्रमण नहीं है बल्कि पक्का खड़जा बना है। खसरा नं0 197 क्षेत्रफल 0.089है0, खसरा नं0 196 क्षेत्रफल 0.2530है0 शजरा में संलग्न गाटे है तथा मौके पर तालाब के रूप में विद्यमान है। 1359फसली खसरा में खसरा नं0 196 पुराना (500) में बढढा सड़क पुस्ता दर्ज है।

उपरोक्तानुसार आख्या महोदय की सेवा में सादर प्रेषित है।

3813

सहायक,

आयुक्त प्रेषित!

उप जिलाधिकारी
गाजियाबाद
13/12/24

12-12-24

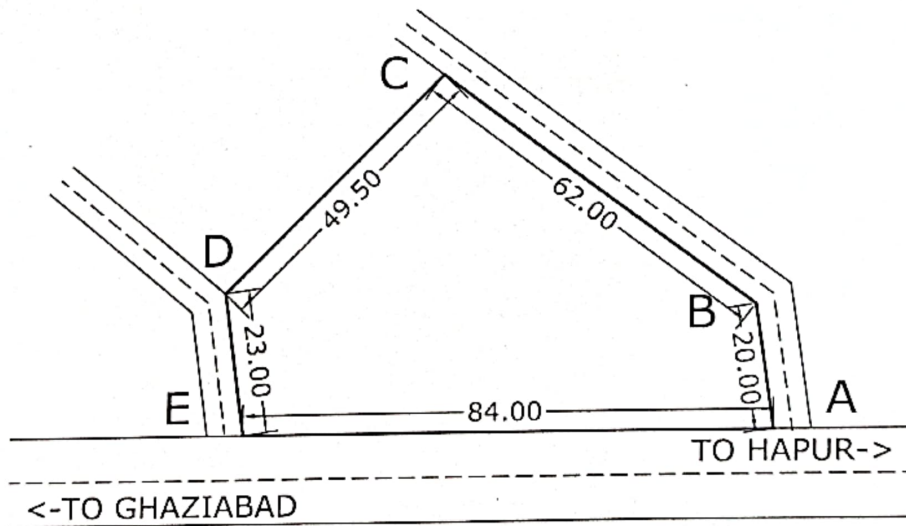
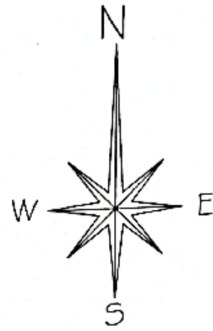
(NPT)

12/12/24

अनुपम मिश्रा
लेखपाल
तहसिल गाजियाबाद

प्रो. 12/12/24

Sight Map and Field Book
 Vill.- Dasna, Tehsil-Ghaziabad
 Khasra No- 196,197



POINT TO POINT	DISTANCE IN METER.
A-B	20
B-C	62
C-D	49.5
D-E	23
A-E	84

AREA=0.2919 htr.

[Signature]
 12/12/2024

अनुपम मिश्रा
 लेखपाल
 तह०सदर गाजियाबाद

[Signature]
 12/12/2024

[Signature]
 (NT)
 12/12/24
 Teh. Gzb



सत्यमेव जयते

INDIA NON JUDICIAL

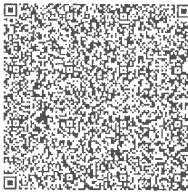
Annexure A/6

Government of National Capital Territory of Delhi

₹ 100

e-Stamp

Certificate No. : IN-DL99001134560938W
 Certificate Issued Date : 05-Jun-2024 10:13 AM
 Account Reference : IMPACC (IV)/ dl828003/ DELHI/ DL-DLH
 Unique Doc. Reference : SUBIN-DL82800354527119448950W
 Purchased by : JIVANTI WELFARE AND CHARITABLE TRUST
 Description of Document : Article Others
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : JIVANTI WELFARE AND CHARITABLE TRUST
 Second Party : Not Applicable
 Stamp Duty Paid By : JIVANTI WELFARE AND CHARITABLE TRUST
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write or type below this line

MOU FOR CSR ACTIVITIES

This MOU is made and executed at New Delhi on this 16th August 2024 by and between:

JIVANTI WELFARE AND CHARITABLE TRUST, a Trust under India Trust Act and having its registered office at 8/3 Asaf Ali Road, New Delhi – 110002 - hereinafter referred to as the "JIVANTI" in this MOU which expression shall unless repugnant to the context include its successors, nominees and assignees, the **PARTY OF THE FIRST PART**,

AND

SAY Earth, an NGO registered under Income Tax Act, 1961 with Unique Registration Number -AAZTS3448KE20214, **CSR Registration No. CSR00014087**, having its registered office at HN For Jivanti Welfare And Charitable Trust

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at 'www.shcliestamp.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 genuineness of the users of the certificate
3. In case of any discrepancy, please refer to the Competent Authority

Authorised Signatory



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– 110, Dadha, Greater NOIDA, Gautam Buddha Nagar, Uttar Pradesh - 201310, which expression shall unless excluded by or repugnant to the context be demand to mean and include its executors administrator, representatives, successors and assigns, etc – hereinafter referred to and called as **Implementing Partner**”, the **PARTY OF THE SECOND PART**

JIVANTI and the Implementing Partner are hereinafter individually referred to as “**Party**” and collectively as “**Parties**”.

WHEREAS:

- a) **JIVANTI** mainly focus on fulfilment of welfare and charitable obligations towards the society at large through advancement of equal opportunities for education, providing food, health care, medical care, ensuring environmental sustainability, enhanced vocational skills and advancement of any other objects of general public welfare under CSR project of Dabur India Limited.
- b) **JIVANTI** proposes to initiate a CSR project of Dabur India ltd. in terms of section 135 of the Companies Act, 2013 pursuant to its Corporate Social Responsibility Policy and to undertake CSR activities in accordance with the provisions of the Companies Act, 2013.
- c) The Implementing Partner has represented to **JIVANTI** that it has a very good track record and acquired considerable knowledge and expertise in the field of **Water Conservation and management**, and that it is willing and able to carry out such activities towards the fulfilment of its objects. Accordingly, the Parties agreed to carry out the following CSR activities (CSR Project) in the areas stated in Annexure-1
- d) The Parties, therefore, in consideration of their initiative to support the cause of CSR Project, have agreed to enter into this MOU on the terms and conditions hereinafter appearing.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF FULFILLING THE SOCIAL OBJECTIVES, MUTUAL PROMISES, RECITALS, MOU AND COVENANTS HERE IN AFTER SET FORTH, THE PARTIES HERE TO AGREE AS FOLLOWS

1. Scope of the Agreement

- (i) **JIVANTI**, with a view to discharging its CSR projects, partnering with partner NGOs to carry out activities in the field of health care, environment sustainability, skill development project, school support & social upliftment in the rural communities. The detailed scope of the Agreement and the Implementing Partner responsibilities are specified in Annexure I (Scope of Work and Responsibilities).
- (ii) The implementing partner shall implement the CSR Project by utilizing the CSR fund in accordance with the provisions of this Agreement and the Act.
- (iii) The CSR Amount released to the Implementing Partner shall be used solely for the purpose of implementing the CSR Project in accordance with the CSR Project Implementation Schedule and the Scope of Work. The CSR project shall not be part or partial activities of any other CSR project run/implemented by the Implementing Partner. It should be a distinct CSR project for the targeted beneficiaries.
- (iv) **JIVANTI** shall not provide any additional funds in respect of work done outside the Scope of Work and/or beyond the CSR Project Implementation Schedule and takes no responsibilities whatsoever for such work.
- (v) Media interaction with the beneficiaries and their relatives may be arranged by the Implementing Partner and **JIVANTI** with prior intimation and co-ordination and under controlled circumstances.

For Jivanti Welfare And Charitable Trust

Authorised Signatory Page 2 of 11



Implementing Partner

18A7 JIVANTI

- (vi) JIVANTI shall be entitled to use the photographs of the beneficiaries for reporting and promotion. The Implementing Partner shall be responsible to secure appropriate no objection (NOC) for the concerned beneficiaries in this regard. This utilization shall be applicable during and after the period of agreement with and the promotional material should mention "in association with the Implementing Partner".
- (vii) The Implementing Partner shall appoint a point of contact (POC) in writing acceptable to JIVANTI for co-ordination purposes.
- (viii) The implementing Partner shall submit Project Evaluation Report as specified format as demanded by Jivanti or Dabur. All financial reports shall be duly audited by the auditor of the implementing Partner on a regular basis.

2. Project Monitor

In order to institute a transparent monitoring mechanism for implementation of the CSR Project, JIVANTI shall appoint a 'Project Monitor', who shall have the rights to supervise/ oversee all activities under this Agreement. The Project Monitor shall have the right to visit the offices and locations of the implementing Partner to inspect the Project Documents, engage in discussions with the Implementing Partner officials, the beneficiaries under the CSR Project and other persons engaged in the CSR Project, obtain evaluation and such reports as the Trust of JIVANTI may determine from time to time. The implementing Partner shall facilitate such review and inspection by the Project Monitor in a transparent manner.

The implementing Partner agrees that if as a result of review by JIVANTI or the 'Project Monitor', it is of the opinion that the implementing Partner has not implemented/nor is likely to implement the CSR Project in accordance with the terms and spirit of this Agreement and/or the Implementing Partner has not commenced/nor is likely to commence its activities as per the CSR Project Implementation Schedule, JIVANTI shall be entitled to terminate this Agreement forthwith. In such an event the Implementing Partner shall be liable to repay unutilized amount disbursed by JIVANTI within 15 (fifteen) Business Days of such termination.

JIVANTI and the implementing Partner shall maintain all records and report of the monitoring process and take agreed actions to implement the Project activities in an effective manner. JIVANTI has right to conduct audit and inspection of the project as and when required by itself or from 3rd Party Agency.

3. Responsibilities

Responsibilities of the Implementing Partner and JIVANTI is stated in **Annexure – I**


4. Disbursement of CSR Fund

CSR amount shall be disbursed as per the schedule mentioned in **Annexure-II (Budget and Disbursement of CSR Fund)**.

The implementing Partner shall comply with the following conditions prior to the disbursement of the first tranche of the CSR Amount:

- Submission of Constitutional Documents, details of trustees and board of trustees registrations/filings made by the implementing Partner;
- Submission of a track record as required in terms of Rule 4 (2) of the Companies (Corporate Social Responsibility Policy) Rules, 2014 for the implementing Partner' records and for compliance with the Rules.

For Jivanti Welfare And Charitable Trust


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JIVANTI


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Implementing Partner

- The implementing Partner shall submit a project proposal clearly stating the CSR Project Implementation Schedule and Scope of Work and log frame to monitor the project progress.
- The implementing Partner shall comply with the following conditions for receiving subsequent disbursement of the CSR Amount under this Agreement:
- Submission of the quarterly Project Evaluation Report in respect of the CSR Amount already disbursed by Dabur, duly audited by the auditors of the implementing Partner, along with documentary proof certifying that the earlier disbursement has been utilized for the CSR Project in the agreed manner and within the time frame and in accordance with the terms and conditions of this Agreement.

If any of the disbursement conditions as stated above are not fulfilled to the satisfaction of Dabur (to the extent they are not waived by Dabur in writing) or any such disbursement conditions shall cease to be capable of being satisfied (unless they have been waived by Dabur in writing), this Agreement shall thereupon be terminated at the sole discretion of Dabur and the implementing Partner shall not be entitled to any further tranche of the CSR Amount.

5. Term and Termination

- (i) This Agreement is **effective from 16-08-2024** and shall be **valid until 31-03-2025** (“Term”).
- (ii) JIVANTI may terminate this Agreement by serving a written notice of 30 (thirty) days to the Implementing Partner.
- (iii) Upon the expiration or termination of this Agreement for any reason, the Parties agreed that:
 - (a) To cease immediately the work being undertaken under the CSR Project
 - (b) To cease using any trademarks, or any confusingly similar names, trade dresses, marks, systems, insignia, symbols or other rights, procedures, or methods of the other Party.
 - (c) To immediately return to JIVANTI all plans, specifications, data, programs, materials, reports, and other materials in relation to the CSR Project which are in possession of the implementing partner subject to intellectual property rights and patient confidentiality concerns.
 - (d) To cease immediately to hold itself out in any way or to do anything which would indicate any relationship between JIVANTI and the Implementing Partner.
 - (e) To submit to JIVANTI a complete report of the utilization of the CSR Amount till the date of termination or expiry of this Agreement within 15 (fifteen) days of such termination.
 - (f) To strictly comply with the confidentiality obligations under this Agreement.
- (iv) The 2nd Party agreed to provide **Final CA Authorised Utilisation Certificate** and **MOU Closure certificate** within 30 days of completion of MOU tenure
- (v) Any **unspent amount** at the end of MOU Period shall be returned to Jivanti Trust at the time of completion of project within 30 days or the same amount can be utilised for the similar project as per mutual agreement and addendum.
- (vi) The 2nd Party will help Jivanti Trust in assessment, audit or impact assessment by self or any 3rd party agency as authorised by Jivanti Trust during the MOU tenure and after completion of MOU.
- (vii) The 2nd Party will provide quarterly report and final annual report along with the geotag and/or dated photographs as required.
- (viii) Both parties agree that the grant is not the part CORPUS

For Jivanti Welfare And Charitable Trust

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6. The Implementing Partner's Representations and Warranties

The implementing Partner hereby makes the following representations, warranties, and confirmations; and states that the same are true, correct, valid and subsisting in every respect as on the date of this Agreement and shall remain true, correct, valid and subsist in every respect as on the date of each disbursement by JIVANTI:

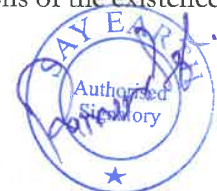
- i) It is duly registered under Indian regulation and has the necessary skill, experience, and track record to implement the CSR Project and enter into and ensure the performance of its obligations under this Agreement.
- ii) The execution of this Agreement and implementation of the CSR Project is not in conflict/violation of its Constitutional Documents and it is entitled to undertake the implementation of the CSR Project in accordance with the India Government Act and the Rules.
- iii) It has obtained all necessary permission and consent from the concerned authorities to execute the project activities and are in full force.
- iv) No litigation, arbitration, administrative or other proceedings are pending or threatened against it, its assets, which, if adversely determined, might have a Material Adverse Effect to this Agreement.
- v) All information provided to JIVANTI are true, bonafide and accurate in all material respects, not misleading and does not omit any material fact, the omission of which would make any fact or statement therein misleading.
- vi) It has all necessary infrastructure, technical staff, supporting staff, instruments, tools, and others support what are required for successfully implementing the CSR Project;
- vii) It is in compliance in all respects with all laws and regulations relating to its assets, the CSR Project and its business and operations.
- viii) Shall immediately inform to JIVANTI, in case any circumstance or event which would, or is likely to interfere in/prevent/delay the proper implementation of the CSR Project.
- ix) Shall immediately inform to JIVANTI, in case any action or steps taken or legal proceedings started against it in any court of law with respect to the CSR Project including for its winding-up, dissolution, insolvency, administration or re-organisation etc.
- x) Shall immediately inform to JIVANTI in case, the implementing Partner not able to utilize the entire CSR Amount for implementing the CSR Project.
- xi) Ensure that all of the CSR Amount is prudently managed and shall take necessary action to ensure that CSR Amount is used solely for the purposes of the CSR Project.
- xii) Shall be solely responsible for supervision and control of its employees, their safety, security, proper behaviour and conduct. The implementing Partner shall comply with all labour legislations applicable to its employees including but not limited to payment of wages, ESIC, PF, bonus employee's compensation, welfare fund and terminal benefits as may be payable under any applicable laws.
- xiii) Shall not use JIVANTI or Dabur name or logo for fundraising, promotional or any other purposes without the prior written consent of JIVANTI.

7. Confidentiality

- (i) For the purposes of this Agreement, "Confidential Information" shall include, but is not limited to, trade secrets, discoveries, ideas, concepts, know-how, techniques, drawings, diagrams, data, computer programs, business activities and operations, patients lists, reports, studies and other technical and business information, as well as descriptions of the existence or progress of these discussions under this Agreement

For Jivanti Welfare And Charitable Trust

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JIVANTI

Page 5 of 11

Implementing Partner

- (ii) Implementing Partner agrees that at all times and notwithstanding any termination or expiration of this Agreement, it will hold in strict confidence and not disclose to any third party except as approved in writing by JIVANTI, and will use confidential information for no purpose other than for carrying on the purpose of this Agreement.
- (iii) Confidential Information shall not include disclosed information that the Implementing Partner can prove: (a) receiving party knows at the time of disclosure, free of any obligation to keep it confidential, as evidenced by written records; (b) is or becomes generally publicly by written records; (c) receiving party independently developed without the use of any confidential information as evidenced by written records; (d) or receiving party rightfully obtains from a third party who has the right to share the same without any confidentiality obligations.

8. Independent Contractor

The Parties shall act in all matters pertaining to this Agreement as independent parties. The Agreement is being entered into on a principal-to-principal basis and does not and shall not be deemed to make either party an agent, partner or joint venture partner of the other or any analogous relationship. No contention to the contrary will be raised at any time by either Party. The implementing Partner shall perform the work hereunder in accordance with its own methods subject to compliance with the Agreement.

9. Intellectual Property Rights

The Implementing Partner shall not have or claim to have any rights in or to JIVANTI' title, trademarks, trade names, logo or any such property provided by JIVANTI or its affiliates or associates. Neither Party shall at any time use any names, logos, trade names or trademarks of the other Party or any affiliate or associate companies in connection with any kind of advertising, promotion, publicity, merchandise, product or service or for any other purpose without the prior written consent of the other Party.

10. Indemnity

To the fullest extent permitted by applicable law, Implementing Partner shall indemnify and hold harmless JIVANTI, its directors, officers, employees and agents from and against any and all claims, losses, damages, expenses and other liabilities (collectively referred to as "Claims") that the other Party may suffer, that arise out of or in connection with the Implementing Partner's negligence, wilful misconduct or its breach of any representation, warranty, covenant or other obligation under this Agreement.

11. Limitation of Liability

JIVANTI shall not be liable for any loss of use, revenue, or anticipated profits, or for any incidental or consequential damages arising out of or in connection with the MOU.

12. Waiver/ Forbearance

Any waiver or forbearance or delay on the part of JIVANTI to insist upon the performance of any terms and conditions of this Agreement, or to exercise any right or privilege conferred by this Agreement, shall not be construed as a waiver on the part of JIVANTI of any of the terms or conditions of this Agreement or of any of its rights or privileges or of any other default on the part of the implementing Partner, and all original rights and powers of JIVANTI under this Agreement will remain in full force, notwithstanding any such forbearance or delay.

For Jivanti Welfare And Charitable Trust

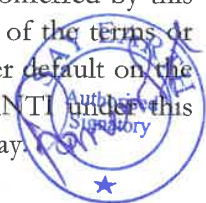
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JIVANTI


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Page 6 of 11

Implementing Partner



13. Force Majeure

Parties shall not be liable for any loss or damage for delay in delivery of the Project activities due to causes beyond its reasonable control, including, but not limited to, acts of civil or military authority, priorities, fire, strikes, floods, epidemics/pandemic, war, riots, notification/order of government or compliance with any governmental rules or regulations, acts of terrorism and in such a delay occur, Parties may reasonably extend the Project activities for such delayed period or may terminate it if such force majeure event continue for 30 days.

14. Modification

This Agreement and its annexures shall not be changed, modified, or amended except in writing signed by duly authorized representatives of both the Parties.

15. Notice

Any notice under this Agreement shall be in writing and posted, delivered personally or sent by courier, registered post or facsimile transmission to the other Party at the last known address and/or the address as specified hereto.

For Jivanti Welfare and Charitable Trust	For Say Earth
Kind Attn: Mr. Byas Anand Address: 8/3, Asaf Ali Road, New Delhi 110002, India. Email id: byas.anand@dabur.com Phone: 9811994902	Kind Attn: Mr. Ramveer Tanwar Address: HN – 110, Dadha, Greater NOIDA, Gautam Buddha Nagar, Uttar Pradesh - 201310 Email id: pondmanofindia@gmail.com Phone No.: 9312989938

16. Dispute Resolution

If any dispute arises between the Parties out of or in connection with this Agreement whether in the nature of interpretation or meaning of any term hereof or as to any claim by one against the other, or otherwise the same shall be referred to sole arbitrator to be appointed by the mutual consent of both the Parties and the arbitration shall be governed by the Arbitration and Conciliation Act, 1996 and its amendment thereto. The seat or legal place of arbitration shall be New Delhi. The language to be used in the arbitral proceedings shall be English. The award given by the arbitrator upon such references shall be final and binding upon the parties, and each party shall bear its own expenses in relation to such arbitration unless otherwise awarded by the arbitrator, the fees of the arbitrators shall be shared equally by the Parties.

17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India and this Agreement shall be subject to the exclusive jurisdiction of the courts at New Delhi.

18. Anti-bribery and Anti`-corruption:

Neither Party shall give anything of value either directly or indirectly, to a government official for the purpose of influencing a decision in his official capacity, or inducing him to use his influence with the government, any political, party, instrumentality of the state etc.

For Jivanti Welfare And Charitable Trust

Authorised Signatory



19. Miscellaneous

- (i) **Assignment:** The Implementing Partner shall not assign or sub-contract any of its rights, benefits or obligations under this Agreement to any third party, without the prior written consent of JIVANTI.
- (ii) **Severability:** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but that shall not invalidate the remaining provisions of this Agreement or affect such provision in any other jurisdiction.
- (iii) All Annexures hereto shall be deemed to form an integral part of this Agreement.

IN WITNESS WHEREOF the parties hereto have signed this memorandum of Understanding on this day, month and year first above written.

For and On Behalf of JIVANTI
WELFARE AND CHARITABLE
TRUST (JIVANTI)

Name: Mr. Biplab Baks

Designation: Trustee

Witness-1

Name: Mr. Byas Anand

Address: 97, Samachar Apt., Mayur Vihar
Phase 1 ext., Delhi - 110091

Witness-2

Name: Mr. Himanshu Bhatia

Address: Dabur India Ltd.

Witness-3

Name: Mr. Sanjay Kumar Sah

Address: 708, T2, Panchsheel Pebbles,
Sector 3 Vaishali, Ghaziabad - 201010

For and On Behalf of SAY EARTH

Name: Mr. Ramveer Tanwar

Designation: Presidents

Witness-1

Name:

Address:

Witness-2

Name:

Address:

Witness-3

Name:

Address:

ANNEXURE I

SCOPE OF WORK AND RESPONSIBILITIES

SCOPE OF WORK

Project Name: "Desert Bloom"

Project: Maintenance and plantation of two ponds at Ghaziabad

Pond No. 1: Indergarhi, Govindpuram, Ghaziabad

Pond No. 3: Dasna Village - In front of Dasna Community Centre

Location: Ghaziabad (UP)

Activity:

1. Regular Cleaning of solid waste and weeds: Cleaning of floating garbage and solid waste and weeds from water surface and periphery
2. Regular Repairing of infra: pond infrastructure, including bunds, embankments, and inlet/outlet structures, pathway, park repairing, cutting, fencing wire mesh and poles
3. Regular water treatment: To maintain the water quality of both ponds by bioremediation method.
4. New Plantation and regular replacement and maintenance: Plantation of 250 new saplings including their regular maintenance.

Timeframe: Aug'24 to March'25

RESPONSIBILITIES

Responsibilities of JIVANTI:

- a. Will provide necessary financial support for running the approved activities.
- b. Closely monitor the CSR Project on a regular basis.

Responsibilities of Implementing Partner:

- a. Will execute the approved activities in the field as per the monthly plan.
- b. Will seek JIVANTI's prior written approval before undertaking any new activities that are not part of the approved list.
- c. Will provide Utilization Certificate to JIVANTI after completion of the activities at the year-end.
- d. Coordinate with the field staff and provide them honorarium on a monthly basis.
- e. Submit quarterly report to JIVANTI for the ongoing activities in defined format along with photographs
- f. Submit expenditure details of the activities on a quarterly basis
- g. Any other responsibility as assigned by JIVANTI
- h. Ensure no child labour is employed/working/involved at its project and shall comply with all applicable regulations.
- i. Prepare baseline data at the start of project and provide Impact Assessment Report as per baseline data at the completion of project
- j. Provide support to JIVANTI in case of any external audit and impact assessment

For Jivanti Welfare And Charitable Trust

JIVANTI

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Implementing Partner



ANNEXURE – II**Budget and Disbursement of CSR FUND****Budget**

The total amount of financial assistance as agreed between the parties for the entire CSR project will not exceed **Rs. 8,29,500/- (Rs. Eight Lakh Twenty Niine Thousand and Five Hundred Only)** to be provided by JIVANTI to the Implementing Partner from time to time in phases and as per the payment plan/schedule or as may be mutually decided by both the parties in writing. The Implementing Partner hereby agrees to utilize the said amount in accordance with the approved budget.

Disbursement of CSR FUND

JIVANTI agrees to meet all the cost and release the CSR Fund in form of Annual Grant to the Implementing Partner:

- **1st Instalment - 40% (Rs. 3,31,800/-)** of the CSR Fund shall be released upon signing of this MOU.
- **2nd Instalment - 30% (Rs. 2,48,850 /-)** of the CSR Fund shall be released upon utilisation of the 1st instalment and submission of Utilisation Certificate and its verification.
- **3rd and Final Instalment - 30% (Rs. 2,48,850/-)** of the CSR Fund shall be released upon utilisation of the 2nd instalment and submission of Utilisation Certificate its verification and actual plan expenditure for 3rd instalment.

Budgetary Break-up:

Sl. No.	Name of Activity	Unit	Unit Cost	Total	Annual Budget	Remarks
1	Construction and repairing of Chambers				50000	
1	Repairing of chamber at Dasna Dehat Pond	1	25000	25000	25000	Lumpsum cost for repairing the old structure
2	Repairing of chamber at Mishalghari Pond	1	25000	25000	25000	Lumpsum cost for repairing the old structure
2	Reporting Provision		-	-	50,000	
1.	Progress Report (Half Yearly)	2	20,000	40,000	40,000	By Project Incharge
2	Annual Utilization Report (by CA)	1	10,000	10,000	10,000	BY External Auditor
3	Maintenance Activities			-	5,40,000	
1	Regular Cleaning of solid waste and weeds	8	20,000	1,60,000	1,60,000	Cleaning of floating garbage and solid waste and weeds from water surface and periphery
2	Regular Repairing of infra	8	10,000	80,000	80,000	pond infrastructure, including bunds, embankments, and inlet/outlet structures, pathway, park repairing, cutting, fencing wire mesh and poles
3	Regular water treatment	8	25,000	2,00,000	2,00,000	To maintain the water quality of both ponds by bioremediation method
4	New Plantation and regular replacement and maintenance	250	400	1,00,000	1,00,000	Plantation of 250 new saplings including their regular maintenance
3	Annual Project Supervision	8	25,000	2,00,000	2,00,000	Appointment one Supervisor to supervise and monitoring of the annual maintenance
	Total Annual Budget				7,90,000	
	Sub Total				7,90,000	
	Administrative Cost @ 5%				39,500	
	Grand Total				8,29,500	Including all

For Jivanti Welfare And Charitable Trust

JIVANTI

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Implementing Partner



FUNDS REQUISITION APPLICATION

To,

Jivanti Welfare And Charitable Trust
8/3, Asaf Ali Road
New Delhi - 110002

Dear Sir/Madam,

Enclosed is the Fund Utilization details of expenditure and a copy of Invoice wherever applicable incurred by us during the period from _____ to _____ (___ installment) received towards utilization of funds as submitted along with progress report.

We hereby confirm that the progress of the project activities is undertaken as per the agreed project plan. Thus, we request you to release the next installment of Rs. _____ (INR: _____ Only) of the fund for meeting the further expenses towards completion of the project.

We also certified that the amounts mentioned in this funds requisition application are required wholly and necessarily for the purpose of the CSR Project namely “_____”

Thanking you,

Signature:

Name:

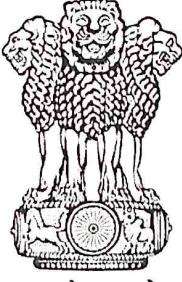
Designation:

For Jivanti Welfare And Charitable Trust



Authorised Signatory



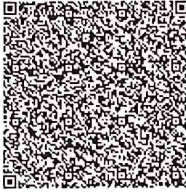
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL01214124387381V
 Certificate Issued Date : 05-May-2023 09:56 AM
 Account Reference : IMPACC (IV)/ dl828003/ DELHI/ DL-DLH
 Unique Doc. Reference : SUBIN-DL82800373092971439003V
 Purchased by : JIVANTI WELFARE AND CHARITABLE TRUST
 Description of Document : Article Others
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : JIVANTI WELFARE AND CHARITABLE TRUST
 Second Party : Not Applicable
 Stamp Duty Paid By : JIVANTI WELFARE AND CHARITABLE TRUST
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write or type below this line

MOU FOR CSR ACTIVITIES

This MOU is made and executed at New Delhi on this **15th May 2023** by and between:

JIVANTI WELFARE AND CHARITABLE TRUST, a Trust under India Trust Act and having its registered office at 8/3 Asaf Ali Road, New Delhi – 110002 - hereinafter referred to as the “JIVANTI” in this MOU which expression shall unless repugnant to the context include its successors, nominees and assignees, the **PARTY OF THE FIRST PART**,

AND

SAY Earth, an NGO registered under Income Tax Act, 1961 with Unique Registration Number -AAZTS3448KE20214, having its registered office at HN – 110, Dadha **SAY EARTH**,

For Jivanti Welfare And Charitable Trust

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shoilestamp.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.

[Handwritten Signature]

[Handwritten Signature]
Auth. Sign.

Gautam Buddha Nagar, Uttar Pradesh - 201310, which expression shall unless excluded by or repugnant to the context be demand to mean and include its executors administrator, representatives, successors and assigns, etc – hereinafter referred to and called as **Implementing Partner**”, the **PARTY OF THE SECOND PART**

JIVANTI and the Implementing Partner are hereinafter individually referred to as “**Party**” and collectively as “**Parties**”.

WHEREAS:

- a) JIVANTI mainly focus on fulfilment of welfare and charitable obligations towards the society at large through advancement of equal opportunities for education, providing food, health care, medical care, ensuring environmental sustainability, enhanced vocational skills and advancement of any other objects of general public welfare under CSR project of Dabur India Limited.
- b) JIVANTI proposes to initiate a CSR project of Dabur India ltd. in terms of section 135 of the Companies Act, 2013 pursuant to its Corporate Social Responsibility Policy and to undertake CSR activities in accordance with the provisions of the Companies Act, 2013.
- c) The Implementing Partner has represented to JIVANTI that it has a very good track record and acquired considerable knowledge and expertise in the field of Water Conservation and management, and that it is willing and able to carry out such activities towards the fulfilment of its objects. Accordingly, the Parties agreed to carry out the following CSR activities (CSR Project) in the areas stated in Annexure-1
- d) The Parties, therefore, in consideration of their initiative to support the cause of CSR Project, have agreed to enter into this MOU on the terms and conditions hereinafter appearing.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF FULFILLING THE SOCIAL OBJECTIVES, MUTUAL PROMISES, RECITALS, MOU AND COVENANTS HERE IN AFTER SET FORTH, THE PARTIES HERE TO AGREE AS FOLLOWS

1. Scope of the Agreement

- (i) JIVANTI, with a view to discharging its CSR projects, partnering with partner NGOs to carry out activities in the field of health care, environment sustainability, skill development project, school support & social upliftment in the rural communities. The detailed scope of the Agreement and the Implementing Partner responsibilities are specified in Annexure I (Scope of Work and Responsibilities).
- (ii) The implementing partner shall implement the CSR Project by utilizing the CSR fund in accordance with the provisions of this Agreement and the Act.
- (iii) The CSR Amount released to the Implementing Partner shall be used solely for the purpose of implementing the CSR Project in accordance with the CSR Project Implementation Schedule and the Scope of Work. The CSR project shall not be part or partial activities of any other CSR project run/implemented by the Implementing Partner. It should be a distinct CSR project for the targeted beneficiaries.
- (iv) JIVANTI shall not provide any additional funds in respect of work done outside the Scope of Work and/or beyond the CSR Project Implementation Schedule and takes no responsibilities whatsoever for such work.
- (v) Media interaction with the beneficiaries and their relatives may be arranged by the Implementing Partner and JIVANTI with prior intimation and co-ordination and under controlled circumstances.
- (vi) JIVANTI shall be entitled to use the photographs of the beneficiaries for reporting and promotion. The Implementing Partner shall be responsible to secure appropriate no

For Jivanti Welfare And Charitable Trust

JIVANTI


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Implementing Partner
Auth. Sign.

objection (NOC) for the concerned beneficiaries in this regard. This utilization shall be applicable during and after the period of agreement with and the promotional material should mention "in association with the Implementing Partner".

- (vii) The Implementing Partner shall appoint a point of contact (POC) in writing acceptable to JIVANTI for co-ordination purposes.
- (viii) The implementing Partner shall submit Project Evaluation Report as specified in **Annexure – III** and any other format as demanded by Dabur. All financial report shall be duly audited by the auditor of the implementing Partner on regular basis.

2. Project Monitor

In order to institute a transparent monitoring mechanism for implementation of the CSR Project, JIVANTI shall appoint a 'Project Monitor', who shall have the rights to supervise/ oversee all activities under this Agreement. The Project Monitor shall have the right to visit the offices and locations of the implementing Partner to inspect the Project Documents, engage in discussions with the Implementing Partner officials, the beneficiaries under the CSR Project and other persons engaged in the CSR Project, obtain evaluation and such reports as the Trust of JIVANTI may determine from time to time. The implementing Partner shall facilitate such review and inspection by the Project Monitor in a transparent manner.

The implementing Partner agrees that if as a result of review by JIVANTI or the 'Project Monitor', it is of the opinion that the implementing Partner has not implemented/nor is likely to implement the CSR Project in accordance with the terms and spirit of this Agreement and/or the Implementing Partner has not commenced/nor is likely to commence its activities as per the CSR Project Implementation Schedule, JIVANTI shall be entitled to terminate this Agreement forthwith. In such an event the Implementing Partner shall be liable to repay unutilized amount disbursed by JIVANTI within 15 (fifteen) Business Days of such termination.

JIVANTI and the implementing Partner shall maintain all records and report of the monitoring process and take agreed actions to implement the Project activities in an effective manner. JIVANTI has right to conduct audit and inspection of the project as and when required by itself or from 3rd Party Agency.

3. Responsibilities

Responsibilities of the Implementing Partner and JIVANTI is stated in **Annexure – I**

4. Disbursement of CSR Fund

CSR amount shall be disbursed as per the schedule mentioned in **Annexure-II (Budget and Disbursement of CSR Fund)**.

The implementing Partner shall comply with the following conditions prior to the disbursement of the first tranche of the CSR Amount:

- Submission of Constitutional Documents, details of trustees and board of trustees registrations/filings made by the implementing Partner;
- Submission of a track record as required in terms of Rule 4 (2) of the Companies (Corporate Social Responsibility Policy) Rules, 2014 for the implementing Partner' records and for compliance with the Rules.
- The implementing Partner shall submit a project proposal clearly stating the CSR Project Implementation Schedule and Scope of Work and log frame to monitor the project progress.
- The implementing Partner shall comply with the following conditions for receiving subsequent disbursement of the CSR Amount under this Agreement:

For Jivanti Welfare And Charitable Trust

JIVANTI


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SAY EARTH


Auth. Sign
Implementing Partner

- Submission of the quarterly Project Evaluation Report in respect of the CSR Amount already disbursed by Dabur, duly audited by the auditors of the implementing Partner, along with documentary proof certifying that the earlier disbursement has been utilized for the CSR Project in the agreed manner and within the time frame and in accordance with the terms and conditions of this Agreement.

If any of the disbursement conditions as stated above are not fulfilled to the satisfaction of Dabur (to the extent they are not waived by Dabur in writing) or any such disbursement conditions shall cease to be capable of being satisfied (unless they have been waived by Dabur in writing), this Agreement shall thereupon be terminated at the sole discretion of Dabur and the implementing Partner shall not be entitled to any further tranche of the CSR Amount.

5. Term and Termination

- (i) This Agreement is **effective from 15-05-2023** and shall be **valid until 31-03-2024** ("**Term**").
- (ii) JIVANTI may terminate this Agreement by serving a written notice of 30 (thirty) days to the Implementing Partner.
- (iii) Upon the expiration or termination of this Agreement for any reason, the Parties agreed that:
 - (a) To cease immediately the work being undertaken under the CSR Project
 - (b) To cease using any trademarks, or any confusingly similar names, trade dresses, marks, systems, insignia, symbols or other rights, procedures, or methods of the other Party.
 - (c) To immediately return to JIVANTI all plans, specifications, data, programs, materials, reports, and other materials in relation to the CSR Project which are in possession of the implementing partner subject to intellectual property rights and patient confidentiality concerns.
 - (d) To cease immediately to hold itself out in any way or to do anything which would indicate any relationship between JIVANTI and the Implementing Partner.
 - (e) To submit to JIVANTI a complete report of the utilization of the CSR Amount till the date of termination or expiry of this Agreement within 15 (fifteen) days of such termination.
 - (f) To strictly comply with the confidentiality obligations under this Agreement.
- (iv) The 2nd Party agreed to provide **Final CA Authorised Utilisation Certificate** and **MOU Closure certificate** within 30 days of completion of MOU tenure
- (v) Any **unspent amount** at the end of MOU Period shall be returned to Jivanti Trust at the time of completion of project within 30 days or the same amount can be utilised for the similar project as per mutual agreement and addendum.
- (vi) The 2nd Party will help Jivanti Trust in assessment, audit or impact assessment by self or any 3rd party agency as authorised by Jivanti Trust during the MOU tenure and after completion of MOU.
- (vii) The 2nd Party will provide quarterly report and final annual report along with the geotag and/or dated photographs as required.

6. The Implementing Partner's Representations and Warranties

The implementing Partner hereby makes the following representations, warranties, and confirmations; and states that the same are true, correct, valid and subsisting in every respect as on the date of this Agreement and shall remain true, correct, valid and subsist in every respect as on the date of each disbursement by JIVANTI:

For Jivanti Welfare And Charitable Trust


Authorised Signatory

JIVANTI

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SAY EARTH

Auth. Sign.

Implementing Partner

- i) It is duly registered under Indian regulation and has the necessary skill, experience, and track record to implement the CSR Project and enter into and ensure the performance of its obligations under this Agreement.
- ii) The execution of this Agreement and implementation of the CSR Project is not in conflict/violation of its Constitutional Documents and it is entitled to undertake the implementation of the CSR Project in accordance with the India Government Act and the Rules.
- iii) It has obtained all necessary permission and consent from the concerned authorities to execute the project activities and are in full force.
- iv) All information provided to JIVANTI are true, bonafide and accurate in all material respects, not misleading and does not omit any material fact, the omission of which would make any fact or statement therein misleading.
- v) It has all necessary infrastructure, technical staff, supporting staff, instruments, tools, and others support what are required for successfully implementing the CSR Project;
- vi) It is in compliance in all respects with all laws and regulations relating to its assets, the CSR Project and its business and operations.
- vii) Shall immediately inform to JIVANTI, in case any circumstance or event which would, or is likely to interfere in/prevent/delay the proper implementation of the CSR Project.
- viii) Shall immediately inform to JIVANTI, in case any action or steps taken or legal proceedings started against it in any court of law with respect to the CSR Project including for its winding-up, dissolution, insolvency, administration or re-organisation etc.
- ix) Shall immediately inform to JIVANTI in case, the implementing Partner not able to utilize the entire CSR Amount for implementing the CSR Project.
- x) Ensure that all of the CSR Amount is prudently managed and shall take necessary action to ensure that CSR Amount is used solely for the purposes of the CSR Project.
- xi) Shall be solely responsible for supervision and control of its employees, their safety, security, proper behaviour and conduct. The implementing Partner shall comply with all labour legislations applicable to its employees including but not limited to payment of wages, ESIC, PF, bonus employee's compensation, welfare fund and terminal benefits as may be payable under any applicable laws.
- xii) Shall not use JIVANTI or Dabur name or logo for fundraising, promotional or any other purposes without the prior written consent of JIVANTI.

7. Confidentiality

- (i) Implementing Partner agrees that at all times and notwithstanding any termination or expiration of this Agreement, it will hold in strict confidence and not disclose to any third party except as approved in writing by JIVANTI, and will use confidential information for no purpose other than for carrying on the purpose of this Agreement.
- (ii) Confidential Information shall not include disclosed information that the Implementing Partner can prove: (a) receiving party knows at the time of disclosure, free of any obligation to keep it confidential, as evidenced by written records; (b) is or becomes generally publicly by written records; (c) receiving party independently developed without the use of any confidential information as evidenced by written records; (d) or receiving party rightfully obtains from a third party who has the right to share the same without any confidentiality obligations.

8. Independent Contractor

The Parties shall act in all matters pertaining to this Agreement as independent parties. The Agreement is being entered into on a principal-to-principal basis and does not and shall not be deemed to make either party an agent, partner or joint venture partner of the other or any analogous relationship. No contention to the contrary will be raised at any time by either Party. The implementing Partner shall perform the work hereunder in accordance with its own methods subject to compliance with the Agreement.

For Jivanti Welfare And Charitable Trust

JIVANTI


Authorised Signatory

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SAY EARTH


Auth. Sign
Implementing Partner

9. Intellectual Property Rights

The Implementing Partner shall not have or claim to have any rights in or to JIVANTI' title, trademarks, trade names, logo or any such property provided by JIVANTI or its affiliates or associates. Neither Party shall at any time use any names, logos, trade names or trademarks of the other Party or any affiliate or associate companies in connection with any kind of advertising, promotion, publicity, merchandise, product or service or for any other purpose without the prior written consent of the other Party.

10. Indemnity

To the fullest extent permitted by applicable law, Implementing Partner shall indemnify and hold harmless JIVANTI, its directors, officers, employees and agents from and against any and all claims, losses, damages, expenses and other liabilities (collectively referred to as "Claims") that the other Party may suffer, that arise out of or in connection with the Implementing Partner's negligence, wilful misconduct or its breach of any representation, warranty, covenant or other obligation under this Agreement.

11. Limitation of Liability

JIVANTI shall not be liable for any loss of use, revenue, or anticipated profits, or for any incidental or consequential damages arising out of or in connection with the MOU.

12. Waiver/ Forbearance

Any waiver or forbearance or delay on the part of JIVANTI to insist upon the performance of any terms and conditions of this Agreement, or to exercise any right or privilege conferred by this Agreement, shall not be construed as a waiver on the part of JIVANTI of any of the terms or conditions of this Agreement or of any of its rights or privileges or of any other default on the part of the implementing Partner, and all original rights and powers of JIVANTI under this Agreement will remain in full force, notwithstanding any such forbearance or delay.

13. Force Majeure

Parties shall not be liable for any loss or damage for delay in delivery of the Project activities due to causes beyond its reasonable control, including, but not limited to, acts of civil or military authority, priorities, fire, strikes, floods, epidemics/pandemic, war, riots, notification/order of government or compliance with any governmental rules or regulations, acts of terrorism and in such a delay occur, Parties may reasonably extend the Project activities for such delayed period or may terminate it if such force majeure event continue for 30 days.

14. Modification

This Agreement and its annexures shall not be changed, modified, or amended except in writing signed by duly authorized representatives of both the Parties.

15. Dispute Resolution

If any dispute arises between the Parties out of or in connection with this Agreement whether in the nature of interpretation or meaning of any term hereof or as to any claim by one against the other, or otherwise the same shall be referred to sole arbitrator to be appointed by the mutual consent of both the Parties and the arbitration shall be governed by the Arbitration and Conciliation Act, 1996 and its amendment thereto. The seat or legal place of arbitration shall be New Delhi. The language to be used in the arbitral proceedings shall be English. The award given by the arbitrator upon such references shall be final and binding upon the parties, and each party shall bear its own expenses in relation to such arbitration unless otherwise awarded by the arbitrator, the fees of the arbitrators shall be shared equally by the Parties.

For Jivanti Welfare And Charitable Trust

JIVANTI

Authorised Signatory

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SAY EARTH

Auth. Sign.

Implementing Partner

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India and this Agreement shall be subject to the exclusive jurisdiction of the courts at New Delhi.

17. Miscellaneous

- (i) **Assignment:** The Implementing Partner shall not assign or sub-contract any of its rights, benefits or obligations under this Agreement to any third party, without the prior written consent of JIVANTI.
- (ii) **Severability:** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but that shall not invalidate the remaining provisions of this Agreement or affect such provision in any other jurisdiction.
- (iii) **Counterparts:** This Agreement shall be executed in two counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The Section headings in the Agreement are for convenience of reference only and shall not be deemed to alter or affect any provision hereof.
- (iv) All Annexures hereto shall be deemed to form an integral part of this Agreement.

IN WITNESS WHEREOF the parties hereto have signed this memorandum of Understanding on this day, month and year first above written.

For and On Behalf of JIVANTI
WELFARE AND CHARITABLE
TRUST (JIVANTI)




Name: Mr. Ashok Jain

Designation: Trustee

Witness-1



BYAS ANAND

Name & Address: 97- SAMACHAR APTS.
MAYUR VIHAR PH-2 EASTN.
DELI - 110091

Witness-2



HIMANSHU BHATIA

Name & Address:

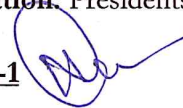
For and On Behalf of SAY EARTH



Name: Mr. Ramveer Panwar

Designation: Presidents

Witness-1



NEHA SHARMA

Name & Address: 9811741423
INDRAPURAM, GZB
UTAR PRADESH

Witness-2

Reena

REENA TANWAR

Name & Address:

110, DADHA
C/R. NOIDA SAY EARTH

Auth. Sign.

ANNEXURE ISCOPE OF WORK AND RESPONSIBILITIESSCOPE OF WORK**Project:** Water Conservation through Pond Rejuvenation

Pond No. 1: Indergathi, Govindpuram, Ghaziabad

Pond No. 3: In front of Dasna Community Centre

Location: Ghaziabad (UP)**Activity:**

SL. No.	Activity	Description	Remark
1	Earth Work	Excavation and finishing of pond	With help of machine and manually.
2	Fencing	Fencing with gate for security purpose (for the urban forest only)	Chain link wire meshes fencing with concrete polls.
3	Plantation	At periphery of pond and	Saplings and grasses which are suitable at pond
4	Construction of Mini Ponds	Constructed Wetland Technology	Using Bricks, Gravels, aquatic plants etc.
5	Landscaping	For beautification	Grassing and planting of shrubs
6	Floating Wetlands & Pond Islands	For treatment of waste water and supporting the bio diversity into pond.	Using aquatic plants and artificial materials.

Timeframe:

Months	TIME FRAME OF THE WORK										
	May 23	June 23	July 23	Aug 23	Sep 23	Oct 23	Nov 23	Dec 23	Jan 24	Feb 24	March 24
Proposal and Prep-work	Y	Y									
Jal Chaupal & Awareness		Y				Y					
De-Watering	Y	Y									
Cleanliness - Garbage/Bushes	Y	Y									
De-silting & Excavation		Y									
Sludge & Soil Carriage		Y	Y								
Leveling & Dressing			Y	Y							
Chambers/Mini Ponds		Y	Y								
Landscaping				Y	Y						
Maintenance & Sustainability			Y	Y	Y	Y	Y	Y	Y	Y	Y

For Jivanti Welfare And Charitable Trust



Authorised Signatory

JIVANTI

SAY EARTH



Auth. Sign.

Implementing Partner

RESPONSIBILITIES

Responsibilities of JIVANTI:

- a. Will provide necessary financial support for running the approved activities.
- b. Closely monitor the CSR Project on a regular basis.

Responsibilities of Implementing Partner:

- a. Will execute the approved activities in the field as per the monthly plan.
- b. Will seek JIVANTI's prior written approval before undertaking any new activities that are not part of the approved list.
- c. Will provide Utilization Certificate to JIVANTI after completion of the activities at the year-end.
- d. Coordinate with the field staff and provide them honorarium on a monthly basis.
- e. Submit quarterly report to JIVANTI for the ongoing activities in defined format along with photographs
- f. Submit expenditure details of the activities on a quarterly basis
- g. Any other responsibility as assigned by JIVANTI
- h. Ensure no child labour is employed/working/involved at its project and shall comply with all applicable regulations.
- i. Prepare baseline data at the start of project and provide Impact Assessment Report as per baseline data at the completion of project
- j. Provide support to JIVANTI in case of any external audit and impact assessment

ANNEXURE – II

Budget and Disbursement of CSR FUND

Budget

The total amount of financial assistance as agreed between the parties for the entire CSR project will not exceed **Rs. 24,33,623/- (Rs. Twenty Four Lakh Thirty Three Thousand Six Hundred and Twenty Six Only)** to be provided by JIVANTI to the Implementing Partner from time to time in phases and as per the payment plan/schedule or as may be mutually decided by both the parties in writing. The Implementing Partner hereby agrees to utilize the said amount in accordance with the approved budget.

Disbursement of CSR FUND

JIVANTI agrees to meet all the cost and release the CSR Fund in form of Annual Grant to the Implementing Partner:

- **1st Instalment - 40% (Rs. 9,73,449/-)** of the CSR Fund shall be released upon signing of this MOU.
- **2nd Instalment - 30% (Rs. 7,30,087/-)** of the CSR Fund shall be released upon utilisation of the 1st instalment and submission of Utilisation Certificate and its verification.
- **3rd and Final Instalment - 30% (Rs. 7,30,087/-)** of the CSR Fund shall be released upon utilisation of the 2nd instalment and submission of Utilisation Certificate its verification and actual plan expenditure for 3rd instalment.

For Jivanti Welfare And Charitable Trust

Authorised Signatory

JIVANTI

SAY EARTH

Auth. Sign.

Implementing Partner

Budgetary Break-up:

Pond No. 1: Indergarhi, Govindpuram, Ghaziabad – Cost Break-up						
S.N.	Description	Qty	Unit	Rate	Cost	Remarks
1	Manual Clearing Weeds & Garbage	3553	Sq.M	12	42636	Aquatic and non-aquatic weeds
2	Earthwork & Excavation	4400	Cub.M	50	220000	De-Silting for increasing water storage capacity
3	Carriage of Weeds & Solid Waste	3250	Cub.M	26	84500	With help of jcb, tractor, dumper etc
4	Bund & Ramp Dressing	200	Cub.M	49	9800	Bund and walk way at periphery of lake
5	Plantation & Landscaping in Park	50	Num	200	10000	Native Plants with minimum 7 feet & Grassing
6	Chain Link Fencing	243	Meter	950	230850	RCC Pole with 7 Ft height and (6*4) and metal Chain-link metal wire mesh(4*4*10G) of 5 feet height.
8	Community Engagement & Awareness	1	Num	20000	20000	Jal Chaupal and Clean Drives
9	Design, Project Report and Documentation	1	Num	25000	25000	Detailed Project Report including water and soil testing reports
10	Branding (5 Boards, Professional Photo + Video Clip)	1	Num	25000	25000	Branding Display Boards and instruction Boards
11	Manpower (2-4 Labor) for Project Execution for 3 months	20	Man Days	600	12000	For Execution at all stages
12	Site Supervisor (1 months)	1	Months	25000	25000	Supervision including whole project
13	Project Management & Execution (Once/week)	1	Num	10000	10000	Site visit by experts and consultants as per need
14	Logistics, tools, transport and other expenses	1	Num	35000	35000	Required tools and machines for execution
15	Filtration System	1	Num	150000	150000	Concrete Filtration Chamber (6*6*6) Ft with Metal Screening and Inlet-Outlet 300 mm Hume Pipes with base structure
16	Water Treatments using Floating Wetlands	1	Num	25000	25000	Floating wetlands system for filtration and beautification
17	Maintenance	12	Months	5000	60000	Maintenance of trees, filtration system and others
18	Total Excluding Admin Fee		.....		984786	
20	Admin Fee		5%		49239.3	As per govt norms
21	Total		.....		1034025	Including all

For Jivanti Welfare And Charitable Trust



Authorised Signatory

SAY EARTH



Auth. Sign.

Pond No. 3: In front of Dasna Community Centre; Cost Break-up

S.N	Description	Qty	Unit	Rate	Cost	Remarks
1	Manual Clearing Weeds & Garbage	500	Sq.M	12	6000	Aquatic and non-aquatic weeds
2	De-Watering	25000	Cub. M	6	150000	De-Watering using diesel and electric pumps
3	Earthwork & Excavation	8000	Cub. M	50	400000	De-Silting for increasing water storage capacity
4	Carriage of Weeds & Solid Waste	150	Cub. M	26	3900	With help of jcb, tractor, dumper etc
5	Bund & Ramp Dressing	200	Cub. M	49	9800	Bund and walk way at periphery of lake
6	Plantation & Landscaping in Park	50	Num	200	10000	Native Plants with minimum 5 feet
7	Chain Link Fencing	455	Meter	950	432250	RCC Pole with 7 Ft height and (6*4) and metal Chain-link metal wire mesh(4*4*10G) of 5 feet height.
8	Community Engagement & Awareness	1	Num	20000	20000	Jal Chaupal and Clean Drives
9	Design, Project Report and Documentation	1	Num	25000	25000	Detailed Project Report including water and soil testing reports
10	Branding (Board Professional Photo + Video Clip)	1	Num	25000	25000	Branding Display Boards and instruction Boards
15	Filtration System	1	Num	150000	150000	Concrete Filtration Chamber (6*6*6) Ft with Metal Screening and Inlet-Outlet 300 mm Hume Pipes with base structure
11	Manpower (2-4 Labor) for Project Execution for 3 months	10	Man Days	600	6000	For Execution at all stages
12	Site Supervisor (1 months)	1	Months	25000	25000	Supervision including whole project
13	Project Management & Execution (Once/week)	1	Num	10000	10000	Site visit by experts and consultants as per need
14	Maintenance	12	Months	5000	60000	Maintenance of trees, filtration system and others
15	Total Excluding Admin Fee		.....		1332950	
16	Admin Fee		5%		66647.5	As per govt norms
17	Total Sum		.....		1399598	Including all

For Jivanti Welfare And Charitable Trust


 Authorised Signatory

SAY EARTH


 Auth. Sign.

FUNDS REQUISITION APPLICATION

To,

Jivanti Welfare And Charitable Trust
8/3, Asaf Ali Road
New Delhi - 110002

Dear Sir/Madam,

Enclosed is the Fund Utilization details of expenditure and a copy of Invoice wherever applicable incurred by us during the period from _____ to _____ (___ installment) received towards utilization of funds as submitted along with progress report.

We hereby confirmed that the progress of the project activities is undertaken as per the agreed project plan. Thus, we request you to release the next installment of Rs. _____ (INR: _____ Only) of the fund for meeting the further expenses towards completion of the project.

We also certified that the amounts mentioned in this funds requisition application are required wholly and necessarily for the purpose of the CSR Project namely "_____"

Thanking you,

Signature:

Name:

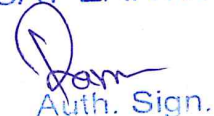
Designation:

For Jivanti Welfare And Charitable Trust



Authorised Signatory

SAY EARTH



Auth. Sign.

ANNEXURE III

**FORMAT OF REPORTING BY _____ (ngo name) _____ COMPLIANCE
WITH THE PROVISIONS OF THE ACT**

1. Details of CSR Amount spent during the relevant quarter and the relevant financial year.

- (a) Total amount to be spent for the financial year;
 (b) Amount unspent, if any;
 (c) The manner in which the amount spent during the quarter /financial year is detailed below:-

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
S. No.	CSR project or activity identified	Sector in which the Project is covered	Projects or programs (1) Local area or other (2) Specify the State and district where projects or programs was undertaken	Amount outlay (budget) project or programs wise	Amount spent on the projects or programs Sub-heads: (1) Direct expenditure on projects or programs (2) Overhead s:	Cumulative expenditure up to the reporting period	Amount spent: Direct or through implementing agency

2. Quarterly Progress

Sl No.	Targets for the relevant period.	Activities are undertaken by the implementing Partner during the relevant period.	Deviation from the targets, if any and reasons for the same.
1	Target(s) met in the relevant period as mentioned in the Implementation plan/ Schedule of the Agreement.		
2	Plan of expenditure for the next Quarter		
4	Details of the Beneficiaries.		
5	Any other remarks.		

*Give details of implementing agency:

- In case _____ has failed to spend the CSR Amount in full in respect of any financial year or part thereof, _____ shall provide the reasons for not spending the amount.
- _____ shall also provide a responsibility statement that the implementation of the CSR Project is in compliance with CSR Project and the Act.

For Jivanti Welfare And Charitable Trust

Authorised Signatory

SAY EARTH

 Auth. Sign.



पूर्व में खसरा संख्या 198 एवं 197 बड़ड़ा/नाली की स्थिति।



डाबर इण्डिया लि० द्वारा तालाब खुदाई एवं सौन्दर्यकरण का कार्य प्रारम्भ किया गया।



डाबर इण्डिया लि० द्वारा तालाब के पुर्नस्थापन के बाद की स्थिति।



वर्तमान में समिति के निरीक्षण के समय तालाब की स्थिति।

प्रेषक,
खण्ड विकास अधिकारी रजापुर,
गाजियाबाद।
सेवा में,
उपजिलाधिकारी सदर,
गाजियाबाद।

पत्र संख्या:- 956(1)/जी0सी0/2024-2025 दिनांक:- 13.12.2024
विषय:-मा0 राष्ट्रीय हरित अधिकरण, नई दिल्ली में योजित MISC APPLICATION IN
DISPOSED OF CASES NO.118/2024 in original Application No.454/2022 जय
प्रकाश बनाम स्टेट ऑफ स्टेट ऑफ उ0प्र0 एवं अन्य में पारित आदेश दिनांक
28.11.2024 के अनुपालन के सम्बन्ध में।

महोदय,
कृपया उपरोक्त विषयक अपने कार्यालय पत्र संख्या:-3811/एस0टी0-
एस0डी0एम0/2024 दिनांक 12.12.2024, का संदर्भ ग्रहण करने का कष्ट करें, जिसमें
आपके द्वारा अधोहस्ताक्षरी को प्रश्नगत प्रकरण के सम्बन्ध में आख्या उपलब्ध कराये
जाने हेतु निर्देशित किया गया है।

उक्त के सम्बन्ध में अवगत कराना है कि पूर्व में ग्राम डासना परगना डासना
तहसील व जिला गाजियाबाद में स्थित खसरा संख्या 196 व 197 में ठोस अपशिष्ट
आदि को हटाकर डाबर इण्डिया लि0 द्वारा 12 फीट खुदाई कर तालाब के रूप में
विकसित किया गया है जिसके 02 Memorandum of Understanding (MOU)
दिनांक 05.05.2023 एवं दिनांक 05.06.2024 किया गया जिसकी छायाप्रति संलग्न है
जिसके माध्यम से डाबर इण्डिया लि0 द्वारा कार्पोरेट सोशल रिस्पॉन्सिबिलिटी के तहत
प्रश्नगत खसरा नम्बरान को तालाब में परिवर्तित किया और उक्त तालाब के चारों
तरफ लगभग 100 पेड़ लगाये एवं उनकी सुरक्षा हेतु तार फेनसींग भी की गयी।

प्रश्नगत तालाब में सड़क की तरफ पक्की नाली बनी हुयी है जिससे घरेलू
अपशिष्ट जल/सीवेज का पानी तालाब में नहीं जाता है बल्कि सीधे डासना ड्रेन में
जाता है। इस प्रकार घरेलू अपशिष्ट जल/सीवेज के पानी का ठीक तरीके से
चैनलाइजेशन किया गया है। वर्तमान में प्रश्नगत तालाब में कोई ठोस अपशिष्ट, घरेलू
अपशिष्ट, सीवेज का पानी आदि एकत्रित नहीं हो रहा है।

संलग्नक:-एम0ओ0यू0 की प्रति।

खण्ड विकास अधिकारी रजापुर,
गाजियाबाद।



संदर्भ संख्या : २१५३/एनजीटी-१५३/२०२४

दिनांक १६/१२/२०२४

सेवा मे

जिलाधिकारी महोदय,
गाजियाबाद।

विषय: मा० राष्ट्रीय हरित अधिकरण, नई दिल्ली में योजित MISC APPLICATION IN DISPOSED OF CASES No. 118/2024 in Original Application No. 454/2022 जय प्रकाश बनाम स्टेट ऑफ उत्तर प्रदेश एवं अन्य में पारित आदेश दिनांक 28.11.2024 का अनुपालन मे जिलाधिकारी, गाजियाबाद की अध्यक्षता मे सम्पन्न बैठक दिनांक 06.12.2024 के कार्यवृत्त मे जारी निर्देश संख्या-4 के सम्बन्ध मे अनुपालन आख्या।

महोदय

कृपया उपरोक्त विषयक का संदर्भ ग्रहण करने का कष्ट करे। मा० राष्ट्रीय हरित अधिकरण, नई दिल्ली में योजित MISC APPLICATION IN DISPOSED OF CASES No. 118/2024 in Original Application No. 454/2022 जय प्रकाश बनाम स्टेट ऑफ उत्तर प्रदेश एवं अन्य में पारित आदेश दिनांक 28.11.2024 का अनुपालन मे जिलाधिकारी, गाजियाबाद की अध्यक्षता मे सम्पन्न बैठक दिनांक 06.12.2024 के कार्यवृत्त मे जारी निर्देश संख्या-4 के सम्बन्ध मे निरीक्षण आख्या दिनांक 12.12.2024 पत्र के साथ संलग्नकर आपके अवलोकनार्थ एवं अग्रिम आवश्यक कार्यवाही हेतु सादर प्रेषित की जा रही है।

संलग्नक: उपरोक्तानुसार।

प्रतिलिपि: अपर जिलाधिकारी (भू०/अ०), गाजियाबाद को सादर सूचनार्थ प्रेषित।

भवदीय

क्षेत्रीय अधिकारी

क्षेत्रीय अधिकारी

REGIONAL OFFICE
U.P POLLUTION CONTROL
GHAZIABAD

ANALYSIS REPORT DRAIN SAMPLE GHAZIABAD

Collected by- Anshul Sharma (A.E.E.), Rajeev Baghel (J.L.A.)

Sample Date- 12-12-2024

S.no	Date	Sampling Point	pH	Color	Odour	B.O.D mg/l	C.O.D mg/l	TSS mg/l
1.	12-12-2024	Indergarhi drain	7.37	Turbid	Unpleasant	64.0	192.0	84


L.A./J.R.F.


A.S.O


R.O

REGIONAL OFFICE
U.P POLLUTION CONTROL
GHAZIABAD

ANALYSIS REPORT POND SAMPLE GHAZIABAD

Collected by- Anshul Sharma (A.E.E.), Rajeev Baghel (J.L.A.)
Sample Date- 12-12-2024

S.no	Date	Sampling Point	pH	Color	Odour	B.O.D mg/l	C.O.D mg/l	TSS mg/l
1.	12-12-2024	Near Ghanshyam Farmhouse in front pond	8.50	Turbid	Odourless	10.0	32.0	20.0


L.A./J.R.F


A.S.O


K.O

सेवा मे ,

खण्ड विकास अधिकारी
रजापुरा

महोदय,

निवेदन के साथ अवगत कराना है कि आपके द्वारा प्राप्त उपजिलाधिकारी महोदय के पत्रांक: 3811 /एस0टी0- एस0डी0एम0/2024 की आख्या के संबंध में ग्राम पंचायत डसना देहात विकास खण्ड रजापुर जनपद एवं तहसील गाजियाबाद में निम्न मजरे - इंद्रगढ़ी , मयूरविहार , कल्लूगढ़ी , भूइगढ़ी , उस्मानगढ़ी , राजीवपुरम, गुर्जरगढ़ी एवं कुड़ियागढ़ी सम्मिलित हैं । ग्राम पंचायत की आबादी लगभग 1 लाख एवं परिवारों की संख्या लगभग 20000 है।

ग्राम पंचायत के राजस्व ग्राम इंद्रगढ़ी में 5 वॉर्ड, मयूरविहार में 2 वॉर्ड कल्लूगढ़ी में 3 वॉर्ड , भूइगढ़ी में 2 वॉर्ड उस्मानगढ़ी में 2 वॉर्ड एवं कुड़ियागढ़ी, गुर्जरगढ़ी, राजीवपुरम में 1 वॉर्ड है । प्रत्येक वॉर्ड के सभी परिवारों और दुकानों से डोर टू डोर कूड़ा कलेक्शन किया जाता है। जिसके लिए प्रत्येक वॉर्ड को 1-1 ई-रिक्शा उपलब्ध कराया गया है । सभी वॉर्ड के प्रत्येक परिवार से 30 रुपये प्रति माह और प्रत्येक दुकान से 50 रुपये प्रति माह कूड़ा कलेक्शन चार्ज लिया जाता है। सभी वार्डों से एकत्रित कूड़ा कलेक्शन की धनराशि को ग्राम पंचायत के OSR खाते में जमा कराया जाता है।

ग्राम पंचायत के सभी वार्डों से एकत्रित कूड़े को ट्रैक्टर ट्रॉली ,पिकप वाहन एवं अन्य साधनों के माध्यम से उस्मानगढ़ी में इकला रोड पर स्थित RRC सेंटर पर प्रबंधित किया जाता है ।

संबंधित तालाब गाटा संख्या-156 में जो भी अस्थिर अतिक्रमण , कूड़ा करकट था उसको CRS के तहत डाबर इंडिया लिमिटेड के द्वारा पुन निर्मित किया गया (2022/23) उक्त तालाब से विभिन्न प्रकार के कूड़ा-करकट एवं अन्य ठोस अपशिष्ट आदि को हटाकर एवं लगभग 12 फीट तक खुदाई कर तालाब के रूप में विकसित किया । उक्त तालाब के संरक्षण हेतु सभी ओर से पिलर लगाते हुए तार फेनसिंग की गई । जिससे अन्य कोई ठोस अथवा तरल अपशिष्ट तालाब में न जा सके। उक्त



तालाब को पारिस्थितकी दृष्टि से सुदृड करने हेतु 100 पेड़-पोधे रोपित किए गए ।
वर्तमान मे उक्त तालाब मे किसी भी प्रकार का अतिक्रमण नहीं है । तालाब से लगा
हुआ रोड के किनारे नाला है जिससे घरेलू उपयोग का पानी बहते हुए कल्लूगढ़ी के
पास बड़े नाले मे होते हुए आगे उस्मानगढ़ी के बड़े नाले के द्वारा बहते हुए उसके
बाद नगर पंचायत के प्रस्तावित STP के पॉइंट पर जाकर जुड़ता है ।

सूचना आपकी सेवा मे सादर प्रेषित है।

भवदीय

योगेश कुमार

सचिव- डासना देहात,

विकास-खण्ड रजापुर,

गाजियाबाद

प्रेषक, खण्ड विकास अधिकारी
रजापुर, गाजियाबाद।

सेवा में,
उपजिलाधिकारी
सदर, गाजियाबाद।

पत्रांक १५८/जी०सी०/२०२४-२५

दिनांक 13.12.24

विषय- मा० एन०जी०जी० नई दिल्ली ऑरिजनल एप्लीकेशन नं० 454/2022 जयप्रकाश बनाम स्टेट ऑफ यू०पी० एवं अन्य के सम्बन्ध में।

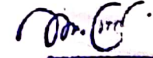
महोदय,

उपरोक्त विषयक आपके कार्यालय के पत्र संख्या-3811/एस०टी०-एस०डी०एम/२०२४ दिनांक 12-12-2024 द्वारा मा० एन०जी०जी० नई दिल्ली ऑरिजनल एप्लीकेशन नं० 454/2022 जयप्रकाश बनाम स्टेट ऑफ यू०पी० एवं अन्य के सम्बन्ध आख्या चाही गयी है।

उक्त के सम्बन्ध में आख्या उपलब्ध कराये जाने हेतु ग्राम पंचायत डासना देहात के सचिव को निर्देशित किया गया। श्री योगेश कुमार सचिव द्वारा आख्या प्राप्त करायी गयी है जोकि पत्र के साथ संलग्नकर सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है।

संलग्नक-उपरोक्तानुसार।

भवदीय,



(डा० आदेश कुमार)
खण्ड विकास अधिकारी
रजापुर गाजियाबाद।



ग्राम पंचायत ड़ासना देहात द्वारा घर-घर से ठेस अपशिष्ठ एकत्रीकरण

ग्राम पंचायत ड़ासना द्वारा ठेस अपशिष्ठ का निस्तारण