

IN THE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH,
NEW DELHI

ORIGINAL APPLICATION NO. 827 OF 2024

IN THE MATTER OF:

News Item titled "Noida Authority dumping treated water into drains, alleges activist" appearing in the Hindustan Times dated 11.06.2024

Versus

Uttar Pradesh Pollution Control Board & Ors.

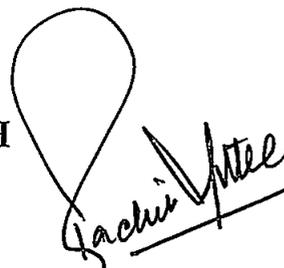
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NEW DELHI

DATE: 12.05.2025

THROUGH



RACHIT MITTAL | KANISHK RAJ

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IN THE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH,
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News Item titled "Noida Authority dumping treated water into drains, alleges activist" appearing in the Hindustan Times dated 11.06.2024

Versus

Uttar Pradesh Pollution Control Board & Ors.

COMPLIANCE REPORT ON BEHALF OF RESPONDENT NO. 2 –
NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY OF
ORDER DATED 06.02.2025

MOST RESPECTFULLY SHOWETH:

1. That the above captioned Original Application has been registered by this Hon'ble Court exercising Suo moto jurisdiction and on the basis of a News Item titled "Noida Authority dumping treated water into drains, alleges activist" published in the Hindustan Times, dated 11.06.2024.
2. That in the said news item it has been alleged that on the one hand Noida Authority is dumping treated water into drains, while on the other hand it is extracting ground water for irrigation purpose in Sector 74, 75, 116 and 117 which is in violation of Water (Prevention and Control of Pollution) Act, 1974.
3. That as per the last order of this Hon'ble Tribunal, New Okhla Industrial Development Authority (hereinafter referred to as "*answering respondent*") was directed to place on record a comprehensive plan along with a timeline for achieving 100%



utilization of STP-treated water. The relevant portion of the order reads as under:

“4. The candid admission of Learned Counsel appearing for respondent no 2 is that about 20% of STP treated water is being presently utilized and the rest is thrown/discharged in the drain by respondent no.2.

5. STP treated water has its own value since it can be utilized in different projects, which can help in saving natural water.

6. Hence, respondent no.2 is required to ensure 100% utilization of STP treated water. We direct respondent no. 2 to place on record the comprehensive plan along with the timeline for 100% utilisation of STP treated water. Let the same be filed within a period of four weeks.”

A true copy of the Order dated 06.02.2025 is annexed herewith and marked as **ANNEXURE – R2/1**.

4. It is respectfully submitted for the knowledge of this Hon'ble Tribunal that the answering Respondent is currently treating 260 MLD of municipal water in its Sewage Treatment Plants (STPs), which is equivalent to the total treated water generated in Noida. The treated water is being utilized for irrigation of parks and green belt areas.
5. In terms of the last report, the answering Respondent was reusing 68 MLD of treated water out of the total 260 MLD, which amounts to 26% (approx.) of the total treated water. In addition to the above the answering respondent has further laid down pipelines to connect the

STP located at Sector 123 to the adjoining sectors 68 to 72 and the supply of the 10 MLD treated water has started totalling it to 78 MLD which amounts to 30% (approx.). A true copy of the chart depicting 68 MLD usage and 78 MLD usage of treated water are annexed and marked as **ANNEXURE- R2/2 (COLLY)**.

6. In addition to the above, the answering Respondent is undertaking further efforts to enhance the reuse of treated water by another 42 MLD. Pipelines are being laid to connect the STP situated in Sector 168 to adjoining sectors 83, 85, 88, 91, 135, 136, 137, which would cover usage of 20 MLD and is projected to be completed by December, 2025, further pipelines are being laid to connect the STP situated in Sector 168 to adjoining sectors 150, 151A, and 157, , which would cover usage of 22 MLD and is projected to be completed by second quarter of 2026.
7. Accordingly, after completion of the works mentioned above, 120 MLD of treated water (existing 78 MLD + 42 MLD) will be utilized by the end of prescribed timelines, which constitutes approximately 45 – 48 % of the total treated water.
8. Furthermore, an MoU was signed between the Noida Authority and NTPC on 14.06.2018, under which 80 MLD of treated water is to be supplied to NTPC. Upon completion of the necessary formalities by NTPC, the said treated water has to be supplied to NTPC. It is pertinent to mention here that the said MoU is being considered by this Hon'ble Tribunal in Original Application No. 1002 of 2018 and this Hon'ble Tribunal vide order dated 03.08.2022 has directed the NTPC to give



effect to the said MoU. A true copy of the MoU dated 14.06.2018 along with order dated 03.08.2022 passed by this Hon'ble Tribunal in OA No. 1002 of 2018 are annexed herewith and marked as **ANNEXURE – R2/3 (Colly)**.

9. Additionally, the Noida Authority has proposed to lay pipelines from STP-50 to sectors 46, 47, 48, 99, and 100. This project is targeted for completion by the financial year 2025–26, aiming to achieve 26 MLD utilization of treated water.
10. The efforts are being made to utilise 10% of the treated water i.e. 26 MLD for construction activities by private builders and colonizers. As per the terms and conditions of Noida Authority, these builders are required to use treated water, which is being supplied to them at a nominal cost of Rs. 5.00/KL. This generates revenue that is steadily increasing year by year and is subsequently utilized for public welfare and development. A chart showing the revenue generated from the supply of treated water is provided below:

S.No.	Financial Year	Total Revenue (in Lacs)
1.	2021-22	14.66
2.	2022-23	20.80
3.	2023-24	24.55

Even while approving the map the answering Respondent puts a specific condition that Treated water will be used by the concerned builder for carrying out the construction activities. A copy of the letters issued by the Noida Authority, to various builders granting approval of map for



carrying of construction on allotted plot are annexed herewith and marked as ANNEXURE – R2/4 (Colly).

11. It is respectfully submitted that the Answering Respondent has consistently remained vigilant in performing its duties and fulfilling its responsibilities with due care and diligence. The Authority has been complying with the orders and directions issued by this Hon'ble Tribunal from time to time.

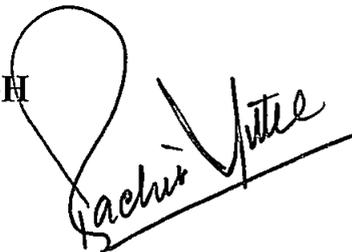
12. That it is humbly prayed that the present compliance report may kindly be taken on record by this Hon'ble Tribunal.


RESPONDENT NO. 02

NEW DELHI

DATE: 12.05.2025

THROUGH



RACHIT MITTAL | KANISHK RAJ
Advocate for Respondent No. 2
MZ-24 & 25, Ansal Fortune Arcade,
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IN THE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH.
NEW DELHI

ORIGINAL APPLICATION NO. 827 OF 2024

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News Item titled "Noida Authority dumping treated water into drains. **alleges activist**" appearing in the Hindustan Times dated 11.06.2024

Versus

Uttar Pradesh Pollution Control Board & Ors.

AFFIDAVIT

I, Devendra Nigam S/o Sri N.P. Nigam, Aged about 54 years, working as Senior Manager, Jal - Outer Agency, Noida, New Okhla Industrial Development Authority, Uttar Pradesh 201001, do hereby solemnly affirm and declare as under: -

1. That I, in the aforesaid capacity, am well conversant with the facts and circumstances of the case and the information derived from the official record. Hence, I am competent to swear this affidavit.
2. I have read and understood the contents of the accompanying compliance report. I state that the facts stated therein are true to my knowledge derived from the official record and the legal submissions are based on legal advice received and believed to be true.
3. That the annexures annexed along with the report are true copy of originals.





DEPONENT



VERIFICATION: -

The contents of the above paragraphs 1 to 3 are true and correct as per the official records. Nothing is wrong therein, and nothing material has been concealed therefrom.

Verified at Noida today on this 12th day of May, 2025

**DEPONENT****ATTESTED**

Munendra Kumar Shishodia
Notary Advocate
Reg. No. 13478

12 MAY 2025

Item No. 13

Court No. 1

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

Original Application No. 827/2024

News Item titled "Noida authority dumping treated water into drains alleges activist" appearing in the Hindustan Times dated 11.06.2024

Date of hearing: 06.02.2025

**CORAM: HON'BLE MR. JUSTICE PRAKASH SHRIVASTAVA, CHAIRPERSON
HON'BLE MR. JUSTICE ARUN KUMAR TYAGI, JUDICIAL MEMBER
HON'BLE DR. AFROZ AHMAD, EXPERT MEMBER**

Respondent: Mr. Abdhesh Chaudhary & Mr. Nishi Kant Singh, Advs. for Nodia Authority
Mr. Pradeep Misra & Mr. Daleep Dhyani, Advs. for UPPCB (Through VC)

ORDER

1. In this original application, registered *suo-moto*, Tribunal is examining the allegation of discharge of treated water from the STP by New Okhla Industrial Development Authority (NOIDA) in the drain instead of utilising it for irrigation and other purposes.

2. Short reply dated 15.10.2024 on behalf of respondent no.2-NOIDA Authority has been filed which discloses that presently NOIDA is generating 260 MLD of treated water from STPs, out of which it is using only 68 MLD of treated water and is discharging 192 MLD of treated water in drains. Disclosure made by NOIDA Authority in its reply in this regard is as under:

“5. *That with the present infrastructure the Noida Authority is capable of reusing 68 MLD treated water out of total 260 MLD treated water and as such it is discharging rest of the 192 MLD treated water in drains. It is submitted that Noida Authority is making all efforts to expand its infrastructure to that consumption of treated water could be increased and as such in this regard it is laying down supply pipe line for connecting STP situated at Sector 123 to the adjoining Sector of 74 to 79, 112, 113, 115, 116, 117 & 118. The said laying down of pipe line is in advance stage and the same is likely to be completed by December, 2024. It is pertinent to mention here that with the resumption of supply pipe line connecting STP situated at Sector*

123 to the adjoining Sector of 74 to 79, 112, 113, 115, 116, 117 & 118, the treated water consumption capacity of Noida Authority would increase by 18 to 20 MLD.

6. *It is submitted that besides the aforesaid the Noida Authority in its effort to expand the consumption of reused/treated water, is laying down supply pipe line for connecting STP situated in Sector 168 to adjoining Sectors 83, 85, 88, 91, 135, 136, 137, 150, 151A & Sector 157 for which the e tendering process is in the advance stage. It is further submitted that after laying down of said pipe line the treated water consumption would increase approximately 20 to 22 MLD by next year.”*

3. Though in the above reply, it is stated that laying of pipelines for connecting the STPs was in the advance stage and same was likely to be completed by December, 2024 but Learned Counsel for respondent no.2 has informed that work is not yet complete and he is not in a position to disclose as to how much progress in the work for laying of pipeline has been made and what percentage of work remains to be completed.

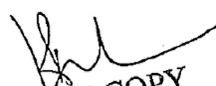
4. The candid admission of Learned Counsel appearing for respondent no.2 is that about 20% of STP treated water is being presently utilized and the rest is thrown/discharged in the drain by respondent no.2.

5. STP treated water has its own value since it can be utilized in different projects, which can help in saving natural water.

6. Hence, respondent no.2 is required to ensure 100% utilization of STP treated water. We direct respondent no. 2 to place on record the comprehensive plan along with the timeline for 100% utilisation of STP treated water. Let the same be filed within a period of four weeks.

7. List on 15.05.2025.

Prakash Shrivastava, CP


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Arun Kumar Tyagi, JM

Dr. Afroz Ahmad, EM

February 06, 2025
Original Application No. 827/2024
JG..

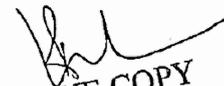

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Details of STP Treated Water Reuse

STP Name	STP capacity (In mld)	Utilized STP capacity (In mld)	STP treated water reused & for what purpose (In mld)		STP treated water discharged in drain (In mld)	Facility for Irrigation in Green belt/Parks by STP Treated Water (Address and Location of parks/Green belts)
			Reuse Purpose	Qty. In mld		
Sector-50, Noida	25	14	1-Parks & Green belt 2-On Demand Treated water Supply for Construction purpose to the Pvt. & Govt. Builders on Subsidised rates @ Rs. 5.00/KL	18	27	Parks & Green belt of Golf Course, Sec.-38, Botanical Garden (BGIR), Sec.-38A] C&Ds Waste Plant Sec.-80 Meghdutam Park, Sec-50
Sector-50, Noida	34	31	3- Free of Cost on Demand Treated water Supply to work Circle, Horticulture, fire Deptt. & Health Deptt. for construction, Irrigation of plants, fire fighting as well as for sprinkler's			1-On Demand Treated water Supply for Construction purpose to the Pvt. & Govt. Builders on Subsidised rates @ Rs. 5.00/KL 2- Free of Cost on Demand Treated water Supply to work Circle, Horticulture, fire Deptt. & Health Deptt. for construction, Irrigation of plants, fire fighting as well as for sprinkler's
Sector-54, Noida	33	13	-do-	30	26	Parks & Green belt of Sec.- 20, 21, 23, 26, 27, 33, 34, 52 to 57, 61 ,62, Noida Stadium , Ramlilla Ground Sec-21A, Wetland & Oxidation Pond Sec-54
Sector-54, Noida	54	43				1-On Demand Treated water Supply for Construction purpose to the Pvt. & Govt. Builders on Subsidised rates @ Rs. 5.00/KL 2- Free of Cost on Demand Treated water Supply to work Circle, Horticulture, fire Deptt. & Health Deptt. for construction, Irrigation of plants, fire fighting as well as for sprinkler's
Sector-123, Noida	35	17	-do-	10	71	Parks & Green belt of Sec.- 123, 68, 69, 70, 71, 72
Sector-123, Noida	80	64				1-On Demand Treated water Supply for Construction purpose to the Pvt. & Govt. Builders on Subsidised rates @ Rs. 5.00/KL 2- Free of Cost on Demand Treated water Supply to work Circle, Horticulture, fire Deptt. & Health Deptt. for construction, Irrigation of plants, fire fighting as well as for sprinkler's
Sector-168, Noida	50	17	-do-	10	68	Parks & Green belt of Sec.- 91, 92, 137, 140, 138, 88, 84, 85, 86, Bio-diversity park , Wetland Sec-91]Amrt sorvor Sec-135
Sector-168, Noida	100	61				1-On Demand Treated water Supply for Construction purpose to the Pvt. & Govt. Builders on Subsidised rates @ Rs. 5.00/KL 2- Free of Cost on Demand Treated water Supply to work Circle, Horticulture, fire Deptt. & Health Deptt. for construction, Irrigation of plants, fire fighting as well as for sprinkler's
Total	411	260		68	192	

Note:-

- 1 Treated water line laying work from STP-123 to adjoining Sectors- 74 to 79, 112, 113, 115, 116, 117 & 118 is in progress. Work will be complete with in aggrement limit by this approximetly 18 to 20 mld treated water uses will be increase from next year.
- 2 Treated water line laying work from STP-168 to adjoining Sectors- 83, 85, 88, 91, 135, 136, 137, 150, 151A & 157. E-tendring process is on the way. Work will be started soon & will be used approximetly 20 to 22 mld treated water uses will be increase from next year.
- 3 Noida has got last Two years award for best use of treated water category in a Megaevent price has given by Hon'ble Cabinet Minestry(JAL-Shakti Deptt. Bharat Sarkar) to Noida (Pics & enclosed)


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DETAILS OF INSTALLATION & OPERATION OF STP BASED ON SBR TECHNOLOGY IN NOIDA

S. No.	STP Location	Designed Capacity	Construction Year	DOS/DOC of Project as per Contract			DOS/DOC of (O&M)		Incoming Rnw Sewage (Avg.)	Treated Sewage	Re-use Quantity of treated water	Parameters					Incoming Sewage		Reuse of Treated Water
				D.O.S. (Project)	D.O.C. (Project)	A.D.C. (Project)	D.O.S. (O&M)	D.O.C. (O&M)				Parameters of Sewage	Desired Limit at Outlet as per C.B.	Desired Limit as per CPCB Order Dt-13.10.17	Inlet Parameters Dt-06.08.24	Outlet Parameters Dt-06.08.24	Nos.	Sectors	
1	Sec-50	25 MLD	2011	02.03.09	01.03.11	25.05.11	06.01.22	05.01.27	14.00	14.00	18.00	pH	7.0-8.0	6.5-9.0	4.2	6.7	18	सैक्टर-36, 37, 38, 38ए, 39 से 49, 50ए, 50बी, 51 एवं सम्यक्षित सैक्टरों में आने वाले गांव	<ol style="list-style-type: none"> Golf Course, Sector-38 को शोधित जल की आपूर्ति पाईप लाईन के माध्यम से। Botanical Garden (BGIR), Sector-38A को शोधित जल की आपूर्ति पाईप लाईन के माध्यम से। C&Ds Waste Plant Sector-80 को शोधित जल की आपूर्ति पाईप लाईन के माध्यम से। Meghdutam Park, Sec-50 को शोधित जल की आपूर्ति पाईप लाईन के माध्यम से। निर्माण कार्यों हेतु प्राइवेट एवं सरकारी विल्डर्स को शोधित जल की निर्धारित दरों पर टैंकरो द्वारा आपूर्ति। भोंग के आधार पर वर्क सफ़िल, उद्यान, अग्निशमन एवं स्वास्थ्य विभाग को कृषक निर्माण, सिंचाई, अग्निशमन व छिड़काव आदि हेतु टैंकरो के माध्यम से शोधित जल की आपूर्ति। <p>- वर्तमान में उपरोक्तानुसार लगभग 18 एमएलडी शोधित जल का उपयोग किया जा रहा है।</p>
												BOD (mg/l)	≤ 10	≤ 20	741	5			
												COD (mg/l)	≤ 50	-	1424	24			
												TSS (mg/l)	≤ 20	≤ 50	800	6			
												Total Nitrogen (mg/l)	≤ 10	-	43	19			
												Total Phosphorous (mg/l)	≤ 1	-	10.3	0.8			
	Fecal Coliforms (MPN/100ml)	≤ 100	≤ 1000	7 X 10 ⁵	260														
	34 MLD	2015	03.06.13	02.06.15	30.09.15	06.01.22	05.01.27	31.00	31.00	18.00	pH	7.0-8.0	6.5-9.0	4.3	6.5				
											BOD (mg/l)	≤ 10	≤ 20	1059	9				
											COD (mg/l)	≤ 50	-	2000	56				
											TSS (mg/l)	≤ 20	≤ 50	940	10				
											Total Nitrogen (mg/l)	≤ 10	-	43	8				
Total Phosphorous (mg/l)											≤ 1	-	12.2	2.4					
Fecal Coliforms (MPN/100ml)	≤ 100	≤ 1000	3.3 X 10 ⁵	170															
2	Sec-54	33 MLD	2011	02.03.09	01.03.11	26.04.11	06.01.22	05.01.27	13.00	13.00	30.00	pH	7.0-8.0	6.5-9.0	7.9	7.9	53	सैक्टर-1 से 11, 11(1), 12, 14, 14ए, 15, 15ए, 16, 16ए, 16बी, 17 से 20, 21, 21ए, 22 से 25, 25ए, 26 से 35, 52 से 61, 71, 72 एवं सम्यक्षित सैक्टरों में आने वाले गांव	<ol style="list-style-type: none"> सैक्टर-20, 21, 23, 26, 27, 33, 34, 52 से 57, 61 एवं 62 के पार्कों एवं ग्रीन बेल्टों में शोधित जल की आपूर्ति पाईप लाईन द्वारा के माध्यम से। नौएडा स्टैडियम व समलोला मैदान, सैक्टर-21ए में सिंचाई हेतु शोधित जल की आपूर्ति पाईप लाईन के माध्यम से। सैक्टर-54 में नव निर्मित वेट लैण्ड में शोधित जल की आपूर्ति पाईप लाईन के माध्यम से। एसओडीपीओ-54 परिसर में नव-निर्मित Oxidation Pond में लगभग 20 एमएलडी शोधित जल का उपयोग। निर्माण कार्यों हेतु प्राइवेट एवं सरकारी विल्डर्स को शोधित जल की निर्धारित दरों पर टैंकरो द्वारा आपूर्ति। भोंग के आधार पर वर्क सफ़िल, उद्यान, अग्निशमन एवं स्वास्थ्य विभाग को कृषक निर्माण, सिंचाई, अग्निशमन व छिड़काव आदि हेतु टैंकरो के माध्यम से शोधित जल की आपूर्ति। <p>- वर्तमान में उपरोक्तानुसार लगभग 30 एमएलडी शोधित जल का उपयोग किया जा रहा है।</p>
												BOD (mg/l)	≤ 10	≤ 20	260	4			
												COD (mg/l)	≤ 50	-	512	20			
												TSS (mg/l)	≤ 20	≤ 50	254	3			
												Total Nitrogen (mg/l)	≤ 10	-	44	10			
												Total Phosphorous (mg/l)	≤ 1	-	6.5	0.3			
	Fecal Coliforms (MPN/100ml)	≤ 100	≤ 1000	9.4 X 10 ⁵	141														
	54 MLD	2015	03.06.13	02.06.15	30.09.15	06.01.22	05.01.27	43.00	43.00	30.00	pH	7.0-8.0	6.5-9.0	7.9	7.3				
											BOD (mg/l)	≤ 10	≤ 20	260	6				
											COD (mg/l)	≤ 50	-	512	36				
											TSS (mg/l)	≤ 20	≤ 50	254	5				
											Total Nitrogen (mg/l)	≤ 10	-	44	5				
Total Phosphorous (mg/l)											≤ 1	-	6.5	4.5					
Fecal Coliforms (MPN/100ml)	≤ 100	≤ 1000	33 X 10 ⁵	221															

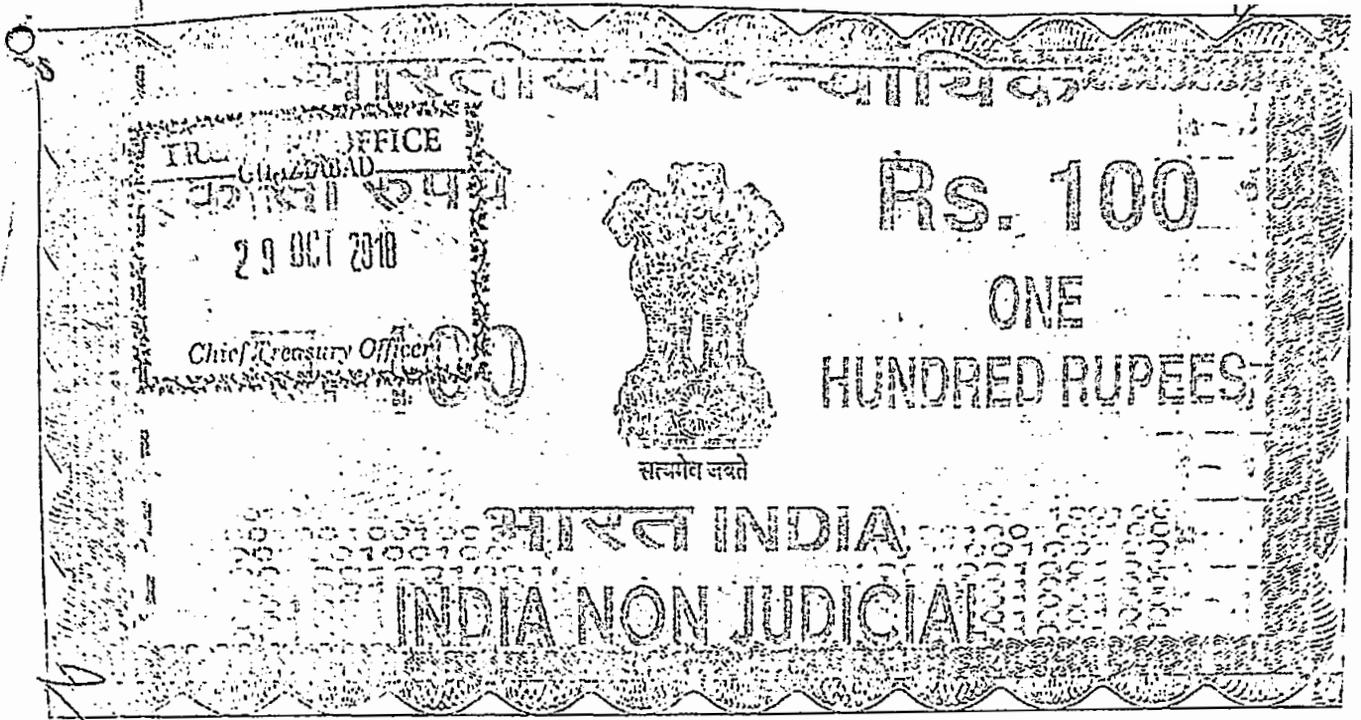
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DETAILS OF INSTALLATION & OPERATION OF STP'S BASED ON SBR TECHNOLOGY IN NOIDA

(Dated 03.09.24)

S. No.	STP Location	Designed Capacity	Construction Year	DOS/DOC of Project as per Contract			DOS/DOC of (O&M)		Incoming Raw Sewage (Avg.)	Treated Sewage	Re-use Quantity of treated water	Parameters					Incoming Sewage		Reuse of Treated Water	
				D.O.S. (Project)	D.O.C. (Project)	A.D.C. (Project)	D.O.S. (O&M)	D.O.C. (O&M)				Parameters of Sewage		Desired Limit at Outlet as per C.B.	Desired Limit as per CPCB Order Dt-13.10.17	Inlet Parameters Dt-06.08.24	Outlet Parameters Dt-06.08.24	Nos.		Sectors
3	Sec-123	35 MLD	2012	02.03.09	01.03.11	19.10.12	16.02.24	15.02.29	17.00	17.00	20.00	pH	7.0-8.0	6.5-9.0	5.4	7.6	28	सैक्टर-62, 62ए, 63 से 70, 73 से 79, 112, 113, 115 से 123 एवं सम्बन्धित सैक्टरों में आने वाले गांव	<ol style="list-style-type: none"> सैक्टर-123, 68, 69, 70, 71, 72 के पार्कों एवं ग्रीन बेल्टों में शोधित जल की आपूर्ति पार्डप लाईन के माध्यम से। निर्माण कार्यों हेतु प्रॉड्येट एवं सरकारी बिल्डिंग्स को शोधित जल की निर्वासित दरों पर टैकरो द्वारा आपूर्ति। भोंग के आधार पर वर्क सर्फिस, उद्यान, अग्निशमन एवं स्वास्थ्य विभाग को क्रमशः निर्माण, सिंचाई, अग्निशमन व छिड़काव आदि हेतु टैकरो के माध्यम से शोधित जल की आपूर्ति। वर्तमान में उपरोक्तानुसार लगभग 20 एमएलडी शोधित जल का उपयोग किया जा रहा है। 	
												BOD (mg/l)	≤ 10	≤ 20	265	6				
												COD (mg/l)	≤ 50	-	500	32				
												TSS (mg/l)	≤ 20	≤ 50	210	4				
												Total Nitrogen (mg/l)	≤ 10	-	19	6				
												Total Phosphorous (mg/l)	≤ 1	-	5.3	0.7				
	Fecal Coliforms (MPN/100ml)	≤ 100	≤ 1000	14.1 X 10^5	330															
	80 MLD	2022	03.09.20	02.09.22	14.11.22	15.11.22	14.11.27	64.00	64.00	20.00	pH	7.0-8.0	6.5-9.0	6.7	7.6					
											BOD (mg/l)	≤ 10	≤ 20	347	5					
											COD (mg/l)	≤ 50	-	660	28					
											TSS (mg/l)	≤ 20	≤ 50	366	5					
											Total Nitrogen (mg/l)	≤ 10	-	32	4					
											Total Phosphorous (mg/l)	≤ 1	-	7.3	1.2					
											Fecal Coliforms (MPN/100ml)	≤ 100	≤ 1000	32.0 X 10^5	109					
4											Sec-168	50 MLD	2013	02.03.09	01.03.11	01.10.13	16.02.24	15.02.29	17.00	17.00
	BOD (mg/l)	≤ 10	≤ 20	30	3															
	COD (mg/l)	≤ 50	-	160	20															
	TSS (mg/l)	≤ 20	≤ 50	30	8															
	Total Nitrogen (mg/l)	≤ 10	-	26	2															
	Total Phosphorous (mg/l)	≤ 1	-	3.6	10.9															
	Fecal Coliforms (MPN/100ml)	≤ 100	≤ 1000	3.9 X 10^6	700															
	100 MLD	2022	03.09.20	02.09.22	02.09.22	03.09.22	02.09.27	61.00	61.00	10.00	pH	7.0-8.0	6.5-9.0	7.8	6.3					
											BOD (mg/l)	≤ 10	≤ 20	73	9					
											COD (mg/l)	≤ 50	-	232	52					
											TSS (mg/l)	≤ 20	≤ 50	80	10					
											Total Nitrogen (mg/l)	≤ 10	-	28	5					
											Total Phosphorous (mg/l)	≤ 1	-	4.8	2.5					
											Fecal Coliforms (MPN/100ml)	≤ 100	≤ 1000	10.9 X 10^5	94					
Total											411 MLD						260	260	78	

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उत्तर प्रदेश UTTAR PRADESH

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MEMORANDUM OF UNDERSTANDING

This MOU is made this ~~Thirtieth~~ day of ~~November~~ of 2018 between the New Okhla Industrial Development Authority and NTPC Limited, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi-110003 (hereinafter referred to as NOIDA and NTPC respectively, which expression shall unless repugnant to the context of meaning thereof being desired to include its administrators, successors & assigns) of the first part

AND

Uttar Pradesh Jal Nigam, 6-Rana Pratap Marg, Lucknow (hereinafter referred to as "UPJN" which expression shall unless repugnant to the context of meaning thereof being desired to include its administrators, successors and permitted assigns) of the second part.

Whereas this MOU is signed for Preparation of entire Detailed Project Report, arranging of ROW and complete execution of laying of pipe line for supply of treated sewage water from STP-50 (59 MLD), STP -54 (87 MLD) and STP-123 (35 MLD + 80 MLD (Proposed) = 115 MLD), Noida to NTPC, Dadri (U.P.) (hereinafter referred as NTPC treated sewage water pipe line). As per Chief Maintenance Engineer office letter no. - नौएडा/मु03030(सिविल)/2018/134, date 18.06.2018, UPJN shall act as implementing agency for the work pertaining to laying of pipe line for supply of treated sewage water.

॥ (एस.के. श्रीवास्तव)
॥ महाप्रबंधक
॥ नौएडा

॥ *V. Lakshmi*
॥ विजया लक्ष्मी वलिधरान
॥ VIJAYA LAKSHMI V. BALIDHARAN
॥ अपर महाप्रबंधक (मानव संसाधन)
॥ Addl. General Manager (HR)
॥ एनटीपीसी लि-बादरी/NTPC Ltd.-Dadri

॥ *[Signature]*
॥ Project Manager
॥ Gangajal Project Unit
॥ U.P. Jal Nigam
॥ Lucknow

॥ *[Signature]*
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 (5)

Now, therefore, the parties here to mutually agree as follows:-

1- DEFINITIONS

For the purpose of these documents the following words will have the meaning assigned to them-

- 1.1 NOIDA shall mean the New Okhla Industrial Development Authority whose main office is situated at Sector-6, NOIDA city, (U.P.) which was set up under the provision of U.P. Industrial Area Development act, 1976 and shall mean it's Chief Executive Officer, Additional Chief Executive Officer, Dy. Chief Executive Officer, Officer on special Duty, General Manager or any other Officer so authorized by Chief Executive Officer to discharge the required functions on its behalf.
- 1.2 "NTPC" Shall mean the NTPC Limited whose head office is situated at SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi-110003 and shall mean its Chairman and Managing Director (CMD), Executive Director, Chief General Manager, Additional General Manager (HR) and any other Officer so authorized by Chairman and Managing Director (CMD), NTPC to discharge the required functions on its behalf.
- 1.3 "UPJN" Shall mean the Uttar Pradesh Jal Nigam whose head office is situated at 6-Rana Pratap Marg, Lucknow and shall mean its Managing Director, Chief Engineer, Ghaziabad, Superintending Engineer, XVIIIth Circle / Yantrik Mandal, Ghaziabad, the concerned Executive Engineer / Project manager and any other Officer so authorized by Managing Director U.P. Jal Nigam to discharge the required functions on its behalf.
- 1.4 The 'Chief Engineer' of U.P.J.N. shall mean the "Chief Engineer (Ghaziabad Zone), U.P.Jal Nigam, Ghaziabad'. The 'Superintending Engineer' shall mean the concerned Superintending Engineer i.e. Superintending Engineer, "XVIII Circle" U.P. Jal Nigam, Ghaziabad or "Yantrik Mandal", U.P. Jal Nigam, Ghaziabad. The Executive Engineer/Project Manager shall mean the concerned Executive Engineer/ Project Manager i.e. "Executive Engineer/Project Manager" of Ganga Jal Project Unit UPJN, Ghaziabad and Executive Engineer, Const. Div (E & M) Unit UPJN, Gzb. or the Civil and E/M units deployed on the works of the Project.
- 1.5 The "Work" and "Works" shall mean the works included and pertaining to execution of laying of pipe line for supply of treated sewage water from Noida to NTPC, Dadri (UP).

2- SCOPE OF WORK

- 2.1 UPJN will prepare the DPR for entire treated sewage water supply system for use by NTPC Dadri (U.P.) (from Noida to NTPC, Dadri) including all allied works which shall be approved by NOIDA Authority /NTPC Ltd..

(सं. के. श्रीवास्तव)
 महासंचालक
 नोएडा

The transmission piping system shall have two pipelines each having 80 MLD capacity secondary treated sewage water to the Power Plant (गंगा जल संयंत्र)

VIJAYA LAKSHMI CHANDRAN
 Addl General Manager (HR)
 एनटीपीसी लि०-ददरी/NTPC Ltd.-Dadri

Project Manager
 Gangajal Project Unit
 U.P. Jal Nigam

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- 2.3 UPJN will arrange ROW and complete the work including Survey, design, preparation of project estimation including drawings and supervision of work all complete. Project will include laying of pipe line for supply of treated sewage water from Noida to NTPC, Dadri (U.P.) including all allied pumping works.
- 2.4 NOIDA will supply secondary treated sewage water from STPs to NTPC Plant intake point with the pumping station within the STP boundary. Necessary upgradation/construction and O&M work within various STP's Campus and treated water pumping system will be carried out by UPJN which will be funded by NOIDA and shall form part of the DPR for the work.
- 2.5 NTPC will supply the transmission pipe to be laid by UPJN (for treated sewage water from STPs to NTPC Dadri premises).
- 2.6 UPJN shall be responsible for maintaining the pipe line for supply of treated sewage water from Noida to NTPC, Dadri (U.P.) for a period of 15 Years from the date of commencement of supply of secondary treated sewage water to NTPC, Dadri (U.P.) by NOIDA. Renewal of agreement shall be on mutually agreed terms in writing in between NTPC, NOIDA and UPJN.

3- PAYMENT AND ACCOUNT PROCEDURE.

- 3.1 NTPC, funding agency, will ensure the smooth release of funds through NOIDA to UPJN for proper execution and final completion of Project as per following schedule:-

3.1.1	After approval of estimate/DPR (By NOIDA Authority / NTPC Dadri)	15%
3.1.2	First Year	15%
3.1.3	Second Year	40%
3.1.4	Third Year	30%

~~NTPC will release a lump sum amount Rs. 75.00 Lakh to UPJN through NOIDA after signing of MOU, as project preparation fee which will be adjusted from the funds made available for construction.~~

- 3.2 For smooth & effective execution of this Project, availability of funds should be in accordance with para 3.1 of this MOU and as per demand of funds raised by UPJN time to time.
- 3.3 Initially 15% of the estimated cost shall be released to UPJN out of which Mobilization advance against the Contract agreement executed w.e.f date of MOU with maximum of 10% of Contract value against Bank guarantee shall be given by UPJN to the Contractor at an interest rate of 8% p.a. The interest earned shall be taken into account as the fund made available to UPJN by NTPC through NOIDA. After utilization of 75% of released amount UPJN shall submit the progress report with the expenditure details & utilization certificate. On the basis of the demand letter reimbursement shall be made by the NTPC through NOIDA and after release of 90% fund UPJN shall submit details of expenditure to NOIDA.

- 3.4 Payment to contractors/suppliers appointed by UPJN, shall be made by UPJN from the funds made available by NOIDA.

महाप्रबन्धक
नीएल

विजय लक्ष्मी मुरलीधरन
VIJAYA LAKSHMI MURALIDHARAN
अपर महाप्रबंधक (मानव संसाधन)
Addl. General Manager (HR)
एनटीपीसी लि०-ददरी/NTPC Ltd.-Dadri

Project Manager
Gangajal Project Unit
U.P. Jal Nigam
Ghaziabad

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breach thereof the same shall be settled as far as possible by mutual discussion and consultation between the parties of this MOU.

7.2 In the event of any such question, dispute and/ or difference not being settled in the aforesaid manners, the dispute shall be referred to Infrastructure & Industrial Development Commissioner and Principal Secretary/Secretary, Department of Urban Development, U.P. Govt., Lucknow and CMD, NTPC whose decision shall be final and binding on both the parties.

7.3 In case the dispute and/or difference between the parties is not settled as per the clause 7.2, the same shall be subjected to jurisdiction of Civil Court, Gautam Buddha Nagar, Uttar Pradesh and / or Allahabad High Court.

8. AMENDMENT OF MOU

If circumstances arise which call for modification in the MOU, these may be made by mutual consent of all parties to this MOU given in writing at least one month in advance. Proposals in this regard from one party shall be given due consideration by the other party.

9. FORCE MAJEURE

Force majeure is herein defined as any cause which is beyond the control of the UPJN or the contractor engaged for this Project as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen, and which substantially affects the performance of the contract such as:

Natural phenomena, including but not limited to floods, draughts, earthquakes and epidemics.
Terrorist acts/sabotage or other such acts/incidences.

In witness where of the parties here to have executed this memorandum of understanding.

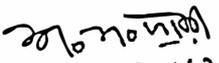
A) For and on behalf of NOIDA
(एस. के. श्रीवास्तव)
महाप्रबंधक
नोएडा

C) For and on behalf of UPJN

B) For and on behalf of
विजय लक्ष्मी मूलीधरन
VIJAY LAKSHMI MURALI DHARAN
अपर महाप्रबंधक (मानव संसाधन)
Addl. General Manager (HR)
एनटीपीसी लि-दादरी/NTPC Ltd.-Dadri

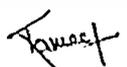
Project Manager
Gangajal Project Unit
U.P. Jal Nigam
Chaziabad

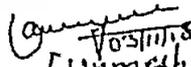
Witness:-

1. 
(A.C. Joshi)
Sr. Mgr (FES) NTPC

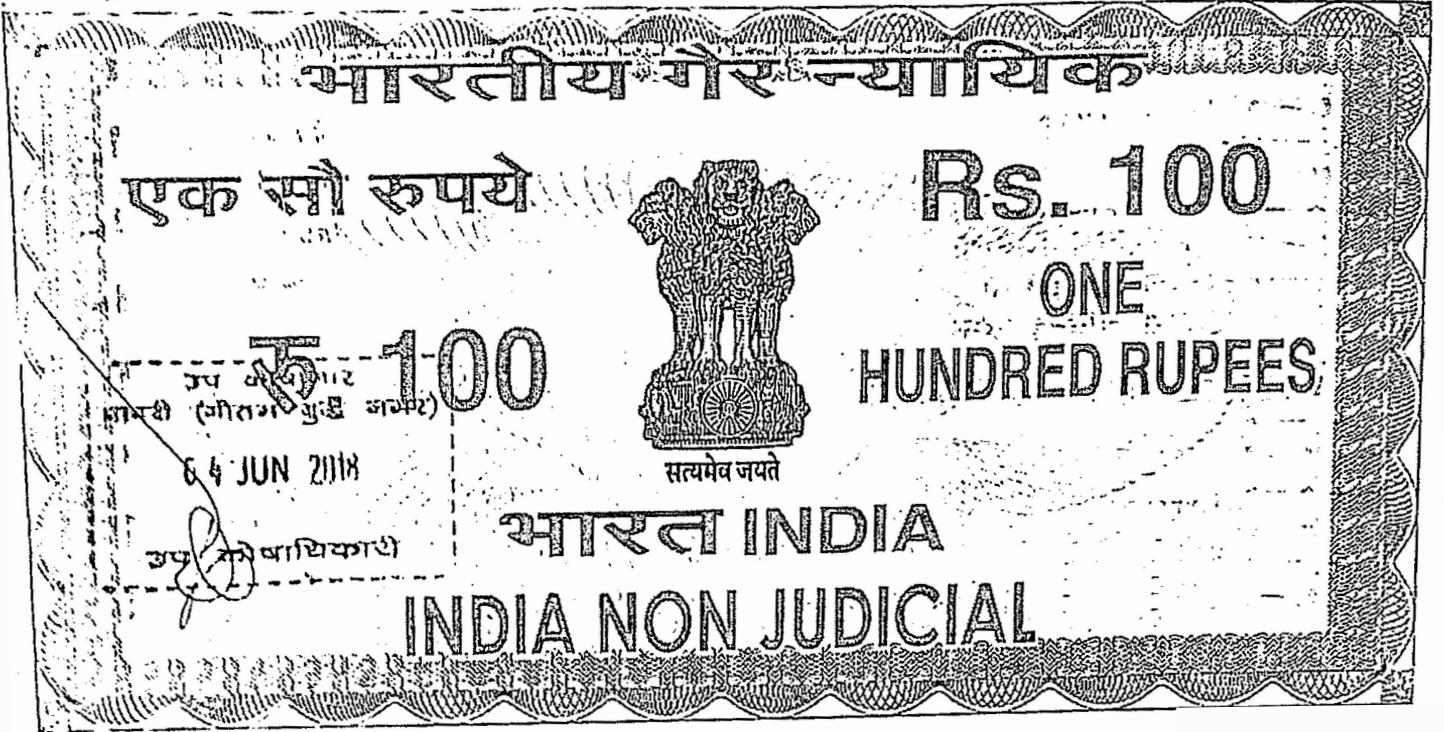
2. 
A.K. VARUN
Manager
NOIDA.

3. 
M.D. Pandey
P.E.

4. 
(Ramaraj Quadir)
Project Engineer

5. 
[Umesh Shukla]
Project Engineer
U.P. Jal Nigam.

6. 
ADWITIYA SHARMA
(P.E.)



उत्तर प्रदेश UTTAR PRADESH

EE 590843

AGREEMENT BETWEEN NTPC & NOIDA FOR SUPPLY OF
SECONDARY TREATED SEWAGE WATER FOR NTPC'S DADRI PLANT

THIS AGREEMENT ("Agreement") is entered into this 14th day of June, 2018, between NTPC Limited, a company incorporated under the Companies Act, 1956, having its registered office at NTPC Bhawan, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi-110003; (hereinafter referred to as "NTPC" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns), of the First Part and New Okhla Industrial Development Authority, constituted under UP Industrial Area Development Act, having its registered office at Administrative Building, Sector-6, NOIDA (hereinafter referred to as "NOIDA" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns), of the Second Part.

RECITALS

- A. NOIDA desires to deliver Secondary treated Sewage Water to NTPC for National Capital Thermal Power Plant (NCTPP-Dadri) for Non-potable application.
- B. NTPC desires to accept Secondary treated sewage water for its NCTPP-Dadri for Non-potable application on payment basis.

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17.06.18

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क्रमांक..... 49 दि. 12-6-2018

स्टाम्प क्रय कराने का प्रयोजन.....

क्रेता का नाम है.....

..... 1000

दस्तावेज का अधिस्त स्टाम्प विक्रेता

ला० 15/10-11 ला० अवधि 31-03-2019

राजस्थान परिवार दादरी गौतमबुद्धनगर

Pratap

एन. टी. पी. सी. लि० - दादरी गाँव नं० ०

AGREEMENT

1. DEFINITIONS

- 1.1 "Annual Quantity" means 28800 ML (Million Liters) of Secondary treated sewage water
- 1.2 "Daily Quantity" means 80 ML of Secondary treated sewage water.
- 1.3 "Emergency" means an unanticipated event, which causes a malfunction of equipment & associated systems of either Party's facilities, preventing either the delivery or the acceptance of water.
- 1.4 "Joint Oversight Committee" (JOC) means that committee comprised of four members, two representatives each from NOIDA & NTPC established to share information and coordinate to fulfil each party's interest as per this agreement.
- 1.5 "Point-of-Delivery" means the point at which NOIDA delivers water at a designated point of NCTPP (Dadri). However the physical demarcation between NOIDA facility (comprising STP facility and pumping arrangement within Noida STP premises under NOIDA ownership) and NTPC facility (comprising treated sewage water cross country transmission pipeline and further tertiary treatment facility within NTPC Dadri plant premises under NTPC ownership) will be at existing STP boundary of NOIDA. The exact location and design of the Point-of-Delivery shall be specified in the technical specification & tender drawings, during tender stage.
- 1.6 "Project completion" means that point in time when the Project (STP along with delivery system) has been constructed, tested and commissioned successfully in accordance with Project specifications, the facilities are put under full operation and the Project has been accepted in writing by the JOC.
- 1.7 "Third Party" means any person or entity (governmental, semi-governmental or private) other than NOIDA or NTPC.
- 1.8 "Raw Sewage" means sewage water received at inlet of STP for treatment.
- 1.9 "Secondary Treated Sewage" means output from STP meeting quality requirements as per Annexure-I and which acts as input to TTP.
- 1.10 "Treated Sewage Water" means treated sewage water from tertiary treatment plant of NTPC located at NCTPP (DADRI)
- 1.11 "Sewage Treatment Plant" (STP) means Sewage Treatment constructed by NOIDA located at STP-123 & STP-50.
- 1.12 "Tertiary Treatment Plant" (TTP) means Tertiary Treatment Plant constructed by NTPC located at NCTPP (DADRI) to produce Treated Sewage Water.
- 1.13 "NOIDA" means NOIDA Authority.
- 1.14 "NTPC" means NTPC Ltd., Dadri

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- 1.15 "Power Plant" means Thermal Power Plant of NTPC at Dadri.
- 1.16 "MLD" means Million Litre per day.
- 1.17 "MM³" means Million Cubic Meter.
- 1.18 "Part-A" means and includes STPs and Secondary Treated Sewage pumping system from selected STPs upto the header of cross country pipes.
- 1.19 "Part- B" will have two parts namely B1 and B2. Part B1 means and includes supply of cross country pipeline required for supply of secondary treated sewage water from STPs to NTPC Dadri premises. Part-B2 means and includes arranging ROW and laying of above cross country pipelines.
- 1.20 "Part-C" means and includes Tertiary treatment plant to be located at NTPC Dadri premises. Refer Annexure-II for the complete scheme.
- 1.21 "Fixed Cost Component" means Part-A O&M cost consisting of manpower cost/ Establishment cost and inventory of mandatory spares recovered in 15 years from date of commencing supply of secondary treated water to be expressed in per cubic meter Basis.
- 1.22 "Variable Cost component" means cost of electricity and other mutually agreed components incurred directly related to pumping of secondary treated water through STP to be expressed in per cubic meter Basis which shall be decided later and shall be integral part of this agreement.
- 1.23 "Total Cost" means sum of Fixed Cost Component and Variable Cost component
- 1.24 CERC means Central Electricity Regulatory Commission

2. QUANTITY

2.1 "Demand by NTPC and Supply by NOIDA"

NTPC requires 80 MLD of secondary treated sewage water from NOIDA . NOIDA is constructing/ has constructed STPs at STP- 54(87 MLD) & STP-123 (35 MLD + 80 MLD (proposed) = 115 MLD) . NTPC shall construct a TTP at their premises for further treatment of secondary treated sewage water. The transmission piping system shall have two pipelines each having 80 MLD capacity Secondary Treated Sewage Water to the Power Plant. NOIDA agrees to supply 80 MLD (3300 cum/hr) on hourly basis at a steady uniform rate (allowable variation of +/- 15%) which is vital for NTPC's process requirements, accordingly NOIDA shall provide adequate storage facility to take care and dampen the peak and off peak flows of incoming raw sewage.

3. "QUALITY"

NTPC shall receive secondary treated sewage water for its Power Plant from Sewage Treatment Plant (STP) of NOIDA. Physical, biological and chemical characteristics of

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Signature

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secondary treated sewage water shall be as per details indicated at Annexure-I. In case of disagreement, the quality shall be tested in an accredited third-party laboratory mutually agreed and through the joint sampling. The water quality results obtained out of such process shall only be considered for the operation of any quality related clauses in this agreement.

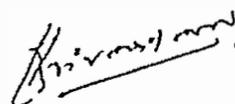
4. "COST & PAYMENT"

The job shall be executed on following model with investment partly by NTPC.

- a) NOIDA will supply secondary treated sewage water from STP to NTPC Plant intake point with the pumping station within the STP boundary. Necessary O&M of STP and the treated water pumping system will be done by NOIDA and therefore CAPEX & OPEX towards the system will be entirely borne by NOIDA to be claimed by them as comprehensive water charges on per KL basis after adjusting any grant/incentive received by them from Govt of India/State Govt/Statutory authority. (Part-A) . The expenditure incurred by NOIDA in CAPEX & OPEX shall be Subject to approval by CERC after verification of NTPC application for admission of the same.
- b) NTPC will supply the transmission pipe to be laid by NOIDA. (Part-B1). The pipeline will be the asset of NTPC.
- c) Arranging ROW and laying of transmission pipe lines will be the responsibility of NOIDA, CAPEX for which will be reimbursed on deposit work basis by NTPC to NOIDA. NOIDA informed that they will prefer to engage UP Jal Nigam Ltd. (A U.P. State Govt.) organization for ROW & laying of transmission pipelines. (Part-B2)
- d) NTPC would be requiring tertiary treatment plant to further improve the quality of treated sewage water supplied by NOIDA and will put tertiary treatment plant (TTP) at its Dadri plant premises with CAPEX & OPEX to be borne by NTPC (Part-C)
- e) DPR for entire treated sewage supply system for use by NTPC Dadri power station shall be prepared by NOIDA through UP Jal Nigam on deposit work basis.
- f) NOIDA should offer the rate per cubic meter for Part-A (to be borne by NOIDA). Rate shall be notified in two parts i.e, Fixed Cost Component and Variable Cost component for Part-A as admissible by regulator CERC for pass-through in electricity tariff for both components. The fixed cost component shall be payable for all the 80 MLD irrespective of actual supply as long as the supply of full quantity is available but not taken in full by NTPC. Variable cost component however shall be payable based on actual quantity of drawl of treated sewage water of agreed quality by NTPC depending on its power generation schedule

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An escalation per annum on Variable Cost component at the rate of mutually agreed indices based formula to be decided before start of supply shall be applicable for supply of Secondary Treated Sewage Water for 15 years.

NTPC shall maintain a standby replenishable LC of 30 days equivalent payment for full quantity of 80 MLD and NTPC will keep on making payments regularly to NOIDA. In case NTPC doesn't make payment to NOIDA the standby LC shall be encashed by NOIDA.

NTPC shall pay the amount on calendar month basis based on actual drawl subject to Treated Sewage Water meeting the effluent quality as indicated in Annexure-I. The bill shall be raised by 7th of the month for the quantity supplied in the previous calendar month. The same shall be paid within 15 days from the receipt of the bill by hard copy OR by e-mail. In case payment is made beyond the billing month an interest at the rate as prevailing in NOIDA shall become payable for the period of delay. However, only fixed cost component will be paid, if STPs alongwith pumping system in NOIDA's scope is available to supply water but NTPC does not have any requirement.

5. "PERIOD OF AGREEMENT"

The minimum period of agreement for supply of secondary treated sewage water shall be for 15 years from the date of start of operation & commencement of supply of secondary treated sewage water to NTPC by NOIDA. Renewal of agreement shall be on mutually agreed terms in writing.

6. "END USE OF SECONDARY TREATED SEWAGE WATER"

NTPC will have complete right for end use of Secondary Treated Sewage Water of agreed quantity for any non-potable application. Disposal of surplus secondary treated sewage shall be the responsibility of NOIDA and shall not be treated as liability of NTPC. This surplus secondary treated sewage can be due to (i) excess production in STP or (ii) less drawl of Secondary Treated Sewage Water for Power Plant use based on its requirement.

NTPC will have the right to refuse drawl of Secondary Treated Sewage Water in case NOIDA fails to deliver water of agreed quality.

7. "RIGHTS, PERMISSIONS, STATUTORY OBLIGATIONS"

NOIDA shall be responsible for obtaining all the rights & permissions from Water Resource Department or Land Acquisition Department or any other Govt. Department

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and complying statutory obligations & the norms of State or Central Pollution Control Board.

8. DESIGN AND CONSTRUCTION OF THE WORK

- 8.1 NOIDA shall be responsible for the design, supply and construction of all systems including Technology selection so as to deliver water of specified quantity & quality to NTPC. Final scheme shall be shared with NTPC and NTPC's observation shall be considered.
- 8.2 NOIDA shall prepare complete engineering plans and specifications for each system of the work.
- 8.3 NOIDA shall be responsible for submission of quarterly progress report to NTPC during the execution and also shall be responsible for the physical progress of the work as per agreed schedule between NTPC & NOIDA (refer Annexure-III).

9. DELIVERY AND ACCEPTANCE OF WATER

- 9.1 Upon commencement of operations, NOIDA shall deliver to NTPC at the Point-of-Delivery, the daily amount of water as agreed in this document except for supply interruption as set forth in clause-14 or excused as provided in Clause-13.
- 9.2 For the purpose of measuring the Parties' compliance with this section, the day shall be the twenty-four hours period commencing on 12.00 noon on the first day of the month following Commencement of Operations. Quality parameter and quantity delivered shall be measured at NTPC power plant end and shall be considered for acceptance & payment purpose. JOC will maintain all records related to quality and quantity of Secondary Treated Sewage Water supplied to NTPC. The instruments for measurements of quantity & quality shall be regularly checked for correct calibration once in every month by JOC.

10. QUALITY OF WATER

- 10.1 NTPC shall have access to NOIDA facilities and records for the purpose of either testing or verifying the quality of the Secondary treated Sewage Water.
- 10.2 If the Secondary treated Sewage Water quality do not meet the quality performance set for the tertiary treatment plant or at the delivery point of NTPC plant for whatsoever reason then NTPC shall not accept the water to be supplied for Power Plant. In these circumstances no payment (even the fixed cost component) shall be applicable.

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Agreement

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11. JOINT OVERSIGHT COMMITTEE (JOC)

- 11.1 The parties shall establish the JOC. The goal of the JOC shall be to achieve maximum efficiency of the overall work. The representatives of NOIDA and NTPC shall occupy the position of the Chairman of JOC by rotation after each period of one calendar year.
- 11.2 Each party shall designate its representative within 10 days following execution of this Agreement and each Party shall provide notice to the others pursuant to clause 30.
- 11.3 The JOC shall keep written minutes of its meetings.
- 11.4 Each party may, by written or oral notice to the other Party, designate an alternate or substitute to act as its representative in the absence of any of its regular members or to act on specified occasions with respect to specific matters.

12. DUTIES OF JOINT OVERSIGHT COMMITTEE (JOC)

- 12.1 Each party shall have two members in JOC. At least one authorized representative each from NOIDA & NTPC shall be present at all meetings.
- 12.2 The JOC shall share information between the Parties and coordinate the operations of the parties in order to achieve the objective of this agreement, and resolve disputes between the Parties. However, JOC will not have any right to verify the design and supervise the quality of construction works. This will be the sole responsibility of NOIDA.
- 12.3 The JOC shall be responsible for the periodic review of the water quality parameters as given in Annexure-I. Sampling protocol shall be established by the JOC.
- 12.4 The JOC shall meet whenever requested by a member of the JOC.
- 12.5 If the JOC is unable to act on any issue raised by a member of the JOC, the JOC shall refer the issue to mediation.

13. FORCE MAJEURE

- 13.1 No Party shall be considered to be in default in the performance of any of its obligations when a failure to perform is due to or materially contributed to by an act of God (which include insufficient availability of water supply in NOIDA's STP catchment area due to drought/ water scarcity conditions notified by the Competent Government Authority leading to less availability of sewage), war, fire, earthquake, windstorm, flood, and other natural catastrophe, civil disturbance or disobedience, labor disputes, vandalism, sabotage, terrorism, restraint by order of a court or administrative agency with jurisdiction, which such Party could not reasonably have been expected to avoid and which by exercise of due diligence has been unable to overcome.

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Agreement

- 13.2 The Party whose performance is affected by force majeure shall, as soon as practicable, but in any event no later than 14 days thereafter, give written notice of the event of force majeure to the other Party.
- 13.3 The Parties shall use their best efforts and cooperate with each other to mitigate the effects of force majeure.

14. SUPPLY INTERRUPTIONS

- 14.1 To allow maintenance or in an Emergency, the JOC may authorize an interruption of delivery and acceptance of water. The Party who is in emergency situation shall inform the other immediately over phone/SMS and tackle the emergency situation expeditiously and shall not wait till formal meeting of JOC. The Parties' respective duty to deliver and accept water under this Agreement is temporarily suspended during a supply/acceptance (use) interruption authorized by the JOC.
- 14.2 The Parties shall use their best efforts to minimize the length of supply/acceptance (use) interruption.

15. OBLIGATIONS AND RELATIONSHIP OF THE PARTIES

A) Obligations of NOIDA

- i. NOIDA shall be responsible for arranging all permissions for laying of Secondary treated Sewage Water supply pipeline up to point of delivery at NTPC Power Plant.
- ii. NOIDA shall be responsible for maintaining the quality and quantity of the Secondary Treated Sewage water.
- iii. NOIDA shall be the lawful owner of all assets in the Project for part A and shall be responsible for the construction, operation and maintenance of the Project.
- iv. NOIDA shall be responsible for maintaining the uniform flow rate on per hour basis of Secondary treated Sewage Water as requested by NTPC based on its process requirement and the generation schedule which may change with Time of the Day or may not change at all for considerable duration for months together.
- v. NOIDA shall provide NTPC on affidavit the completed cost pertaining to Part-A of the scheme.

B) Obligations of NTPC

- i. NTPC shall make payments regularly to NOIDA on the date and manner agreed in this Agreement.
- ii. NTPC shall use the Secondary treated Sewage Water for its power plant or any other purpose as decided at a later date.

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○ C) General Obligations

- i. Each Party shall use its best efforts and work diligently, in good faith, and in a timely manner to carry out the duties and obligations imposed by this Agreement.
- ii. Each Party shall provide to the other Party services to permit efficient and reliable operations under this Agreement as follows:
- iii. The obligations, rights and liabilities of the Parties under this Agreement are intended to be several and not joint or collective, and nothing herein is intended to create an association, joint venture, trust, or partnership, or to impose a trust or partnership obligation or liability on or with regard to NOIDA or NTPC.
- iv. Except as expressly provided for in this Agreement or any other agreements, no Party shall be deemed the agent of or have the right or power to bind any other Party.
- v. NOIDA shall provide necessary assistance and justification for the water charges levied by them and the queries raised by CERC for approval and passing through in the tariff.

16. DEFAULT

If either Party to this Agreement defaults in respect to any of its obligations or under any of the clauses of this Agreement, the non-defaulting Party may notify the defaulting Party in writing, setting out in what respects the non-defaulting Party deems the defaulting Party to be in default. If within thirty (30) days or such other period as agreed to by the Parties in writing after receipt of notice, the defaulting Party has corrected the default alleged by the non-defaulting Party, the defaulting Party shall no longer be in default. Neither the service of notice, nor the doing of acts by the defaulting Party aimed to correct any or all of the alleged defaults, shall be deemed an admission or presumption that the defaulting Party has failed in any respect to perform its obligations hereunder. If the defaulting Party fails to correct all or any of the alleged defaults within the allowable time, the non-defaulting Party, after having exhausted the required mediation procedures shall have the option to declare the defaulting Party in breach of this Agreement or seek specific performance as provided in Clause-18.

17. DISPUTE RESOLUTION

- 17.1 At the first instance the disputes should be resolved by mutual discussion between CMD, NTPC & CEO, Noida failing which through ESC (Expert settlement committee) as per Annexure-IV Whose members shall be mutually decided by CMD, NTPC & CEO, NOIDA.

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17.2 If the dispute is still unresolved that the same shall be resolved by Arbitration in accordance with Arbitration & Conciliation Act 1996, by a sole Arbitrator appointed by mutual consensus of NOIDA and NTPC limited. The seat and venue of the Arbitration shall be Gautam Buddhagar, UP, India. The language in the arbitral proceedings shall be English. The Court of Gautam Buddhagar, UP, India shall have exclusive jurisdiction.

18. SPECIFIC PERFORMANCE

In addition to other remedies upon default, the non-defaulting Party may obtain specific performance of this Agreement, including a temporary restraining order and preliminary injunction to prevent a default of this Agreement or to compel performance by the defaulting party.

19. NO COMPENSATION

The representatives of each Party to this Agreement shall serve without compensation except for reimbursements made in accordance with this Agreement or as expressly agreed to, in writing, by both Parties.

20. ASSIGNMENTS

No Party shall assign, either in whole or in part, any of the rights, duties or obligations created or imposed under this Agreement without the prior written consent of the other Party except to another party to this agreement or to a subsidiary, affiliate or any other entity succeeding to all or substantially all of the effected interests and assets of the PARTY provided that such subsidiary, affiliate or succeeding Party shall assume the assigning Party's obligations hereunder in writing.

No delegation of any obligation owed, or of the performance of any obligation, by any Party, may be made without the prior written permission of the other Party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this Clause-20. Consent may be withheld, refused, or conditioned if the economic viability of the other Party is a concern; provided, however, that consent may not be unreasonably delayed.

21. NO DEDICATION OF FACILITY

Any undertaking by a Party under any provision of this Agreement is rendered strictly as an accommodation and shall not constitute the dedication of any facility by the undertaking Party to the public, to the other Party or to any Third Party. NOIDA shall

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have no interest in any facility owned or operated by NTPC and shall not be responsible for any shutdown, abandonment or cleanup of any facility. NTPC shall have no interest in NOIDA's facilities and shall not be responsible for any repairs, shutdown, abandonment or cleanup of any NOIDA facilities.

22. NO THIRD PARTY BENEFICIARIES

None of the promises, rights or obligations contained in this Agreement shall inure to the benefit of any person or entity not a Party to this Agreement.

23. GOVERNING LAW

This Agreement shall be governed by the laws of the UP State & Union of India without reference to its conflict of laws rules.

24. ENTIRE AGREEMENT

This Agreement represents and contains the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes any and all prior oral and written agreements and understandings. No promises, agreements, or warranties additional to this Agreement shall be deemed to be a part hereof, nor will any alteration, amendment or modification hereto be effective unless confirmed in writing by both Parties.

25. COMPLIANCE WITH LAWS

Both Parties shall comply with all applicable federal, state, and local laws and the rules and regulations of any federal, state, local or other government agency having jurisdiction over the activities and operations conducted pursuant to this Agreement.

26. SEVERABILITY

This agreement shall be irreversible agreement. In the event that any term, covenant or condition of this Agreement or the application of any such term, covenant or condition shall be held invalid as to any person, entity or circumstance by any court or agency having jurisdiction, such term, covenant or condition shall remain in force and effect to the extent not held invalid, and all other terms, covenants and conditions of this Agreement and their application shall not be affected thereby but shall remain in full force and effect unless a court holds that such provisions are not severable from the other provisions of this Agreement.

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27. **WAIVER**

Any waiver at any time by a Party of its rights with respect to any matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent matter. Any waiver must be in writing.

28. **AMENDMENT AND MODIFICATION**

This Agreement may be amended or modified in any way at any time by an instrument in writing signed by the Parties hereto and due to following circumstances

- 28.1 The Parties agree to amend with mutual consent this Agreement to secure adequate response to the project development tender. The principle behind such amendments shall be to hold NOIDA neutral for any additional financial, legal, and contractual liability which is not on account of NOIDA event of default, pertaining to the Part-A and Part-B2 of the proposed Secondary treated sewage system to be supplied to NTPC.

29. **NOTICES**

- 29.1 Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served on by mail or fax, or given to either Party to this Agreement shall be dated and in writing and shall be deemed properly delivered, served, or given when personally delivered or faxed to the Party to whom it is directed or, five business days after postal mail, first-class postage prepaid, addressed to the Parties as follows:

<u>Party</u>	<u>Address</u>
NOIDA	Attn.: CEO
NTPC- NCTPP (Dadri)	Attn. GGM

- 29.2 Any Party hereto may change its address for the purpose of Clause 29.1 by giving written notice of such change in the manner prescribed by Clause 29.1 to the other Party to this Agreement.

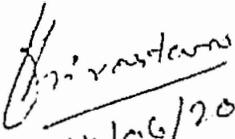
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30. RECORDATION

This Agreement may be recorded by either Party, after 14th June 2018 or any other dated agreed to in writing by the Parties.

IN WITNESS WHEREOF, both Parties have executed this Agreement the day and year first above written.

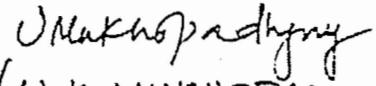

14/06/2018
NOIDA AUTHORITY


NTPC Ltd 14.06.18

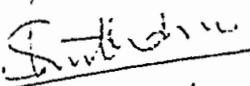
1. Witness


M.D. Pandey
Pun
MOROR,

1. Witness


(U.K. MUKHOPADHYAY)
AGM(M)

2. Witness


Santosh Kumar Choudhary
Project Manager
Central Project Unit
Water & Power, Gurgaon.

2. Witness


(R.K. GUPTA)
AGM (POS) - NTPC

Item No. 02

Court No. 1

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

(By Video Conferencing)

Original Application No. 1002/2018
(I.A. No. 125/2022)
(with reports dated 11.04.2022,
06.05.2022, 29.07.2022 and 01.08.2022)

Abhisht Kusum Gupta

Applicant

Versus

State of Uttar Pradesh & Ors.

Respondent(s)

Date of hearing: 03.08.2022

**CORAM: HON'BLE MR. JUSTICE ADARSH KUMAR GOEL, CHAIRPERSON
HON'BLE MR. JUSTICE SUDHIR AGARWAL, JUDICIAL MEMBER
HON'BLE PROF. A. SENTHIL VEL, EXPERT MEMBER**

Applicant: Mr. Sunil J. Mathews, Advocate with Mr. Abhisht Kusum Gupta,
Applicant in Person

Respondents(s): Mr. Ravindra Kumar, Senior Advocate with Mr. Rachit Mittal, Adv.
for NOIDA Authority
Mr. Pradeep Misra & Mr. Daleep Dhyani, Advocates for UPPCB
Ms.Sakshi Popli, Advocate for DJB
Mr. Aman Bhalla, Advocate for CPCB
Mr. Narender Pal Singh, Advocate for DPCC
Mr. Balendu Shekhar, Advocate for EDMC

ORDER

The Issue – remedial action against pollution of irrigation canal in Noida, meeting Yamuna and then Ganga and failure of authorities in Delhi, District Ghaziabad and Noida in remedying the situation

1. The issue for consideration is the remedial action for preventing untreated sewage going to the “irrigation canal” in Sector 137, NOIDA. Sources of such discharge include non-functional/deficient STPs in 95 high rise buildings in Noida, industries and waste water from upstream from Delhi and Ghaziabad. The said canal joins Yamuna and then Ganga.


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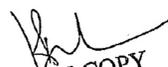
NOIDA, Ghaziabad Nagar Nigam, Delhi Jal Board (DJB), East Delhi Municipal Corporation (EDMC) and Nagar Palika Parishad, Khoda Makanpur are the identified authorities required to take the remedial action, based on the verification report to which reference will be made hereafter.

2. It is established that there is huge amount of water pollution as shown by analysis of water samples from the drain, beyond prescribed norms, to the detriment of environment and public health. The said water, being canal water, is used by living beings and for irrigation. Pollution is source of deaths and diseases which is also criminal offences under the law of the land. There are designated authorities, entrusted with the task of stopping it but they have failed to prevent such pollution, despite several directions of this Tribunal in the last about four years in the light of the reports of the Committees appointed by the Tribunal, after ascertaining the factual status on the ground.

3. We may refer to some of the earlier reports and orders for background. First report to be mentioned is report dated 1.11.2019 specifying role to be played by each of the concerned authority. Thereafter, we may refer to orders dated 6.11.2020, 30.7.2021 and last order dated 23.12.2021.

Report dated 1.11.2019 by CPCB about specific role of authorities and level of pollution of the canal

4. In the report of CPCB dated 01.11.2019, steps to be taken by NOIDA, Ghaziabad Nagar Nigam, Delhi Jal Board (DJB), East Delhi Municipal Corporation (EDMC) and Nagar Palika Parishad, Khoda Makanpur were recommended as follows:-


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Sl. No	Department	Directions issued u/s 5 of EPA, 1986
1.	NOIDA	<p>i. To develop time bound action plan to stop discharge of untreated wastewater to 30 drains.</p> <p>ii. To intercept all drains and channelize wastewater to STPs so that no untreated wastewater is discharged to Noida drain.</p> <p>iii. To deposit an Interim Environmental Compensation of Rs. 1,00,00,000</p>
2.	Ghaziabad Nagar Nigam	<p>i. To establish sewerage network and treatment facility to treat sewage generated from Khoda village.</p> <p>ii. To Deposit an Interim Environmental Compensation of 1,00,00,000</p>
3.	DJB	<p>i. To initiate legal proceedings against the residents of GD colony, Gharauli village and Kondli village, Delhi having failed to take sewer connections.</p> <p>ii. To ensure that each building under their jurisdiction shall have sewer connection so that current practice of discharge of untreated sewage into storm water drainage system should be stopped.</p>
4.	EDMC	<p>i. To direct dairy farms to develop decentralized treatment facility so that their untreated waste shall not be discharged to DDA drainage system</p> <p>ii. To ensure that untreated dairy waste including animal dungs from Gharuli village should not be discharged into storm water drain. Challan / Legal action shall be initiated against such violators.</p>
5.	Nagar Palika Parishad Khoda Makanpur	Show cause notice issued to explain the reasons as to why action should not be taken against Nagar Palika Parishad Khoda including levying of Environmental Compensation for discharge of untreated sewage to drainage system of Delhi. Copy of directions is attached as

5. The level of water pollution in the drains was found to be as follows:-

Table 1: Analytical Results of Drain

Si. No.	Sample Location	Physico-Chemical Parameters				Bacteriological Parameters	
		pH	COD	BOD	TSS	Total Coliform (MPN/100m ¹)	Fecal Coliform (MPN/100m.1)
Water Quality of Noida Drain at different locations							
1	Budh Vihar, Sector-11, Noida	7.56	444	219	330	13 X10 ⁶	79 X10 ⁵
2	S-14, New Kondli Road, Sector-11, Noida.	7.55	433	217	352	23 X10 ⁶	23 X10 ⁶


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3	Sector-50, Noida Link Road.	7.72	169	68	84	11 X10 ⁶	68 X10 ⁵
4	Sector-137, India TV Metro Station, Noida.	7.78	186	71	65	13 X10 ⁶	13 X10 ⁶
5	Noida drain at regulator	7.84	145	60	89	-	-
6	Noida drain at before Confluence with river Yamuna	7.82	163	46	83	78 X10 ⁵	78 X10 ⁵
Water Quality of adjoining drains of Noida Drain							
7	Khoda village	7.54	314	107	194	78	20 X10 ⁵
8	Drain merges with Noida drain at Sector-142, Advant Navis Buisness IT Park, Noida.	7.70	182	100	63	46 X10 ⁶	46 X10 ⁶
Note: All units are measured in mg/l except Fecal Coliform and pH.							

BOD concentration at entrance of NOIDA, U.P is 219 mg/l whereas Fecal coliform count is 20 X 10⁵. However, concentration of BOD before confluence point is 46 mg/l and Fecal coliform count is 78 X 10⁵ MPN/100 ml. The results indicate that although there is marginal improvement in water quality as the drain travels through NOIDA but still concentration level of BOD and Fecal Coliform at the confluence point of drain with Yamuna is quite high.”

Orders dated 6.11.2020 and 30.7.2021

6. Considering the above factual scenario and recommendations of CPCB for remedial action, the Tribunal issued directions with reference to which the matter was further reviewed on 06.11.2020 and 30.07.2021. In view of acknowledged continuing pollution without adequate remedial action, the Tribunal, vide order dated 30.7.2021, while directing further action, also sought personal presence of concerned senior officers - Additional Chief Secretary, Forest and Environment, UP, Secretary, Urban Development, UP, CEO, NOIDA Authority, District Magistrate, NOIDA, Vice Chairman, GDA, Police Commissioner, NOIDA, IG, Meerut and Chief Secretary, Delhi and Special Commissioner of Police, East Delhi by video


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conference, along with their action taken reports in terms of directions of the Tribunal.

Last order dated 23.12.2021

7. The matter was last considered on 23.12.2021 in the presence of the above senior officers. Consideration included Action Plan filed by the NOIDA Authority, Compliance report filed by UP State PCB, Status report filed by the Delhi Government and two reports filed by CPCB on compliance status on the issue sewage management and prescribing standards for water quality of drains.

8. The action plan of NOIDA Authority mentioned remedial action in the form of steps proposed in the report. The State PCB pointed out the failure of the 95 group housing societies in complying with EC/consent conditions for treatment of sewage generated in the said group housing societies. The report of the Delhi Government stated that meeting was held by the Chief Secretary with the concerned Departments on the issue of disposal of sewer wastes in Noida drains from Kondli, Gharoli and Khoda (Ghaziabad) causing pollution in Yamuna and (ii) Sewage discharge from GD Colony, Gharauli village and Kondli village in Delhi to the drainage system of PWD, contributing to pollution to NOIDA drain and steps taken. CPCB failed to lay down standards for disposal of treated effluents, to be permitted in storm water drains or irrigation canals to maintain the water quality of drains to match standards laid down or proposed under the Environment (Protection) Act, 1986/the Water (Prevention and Control of Pollution) Act, 1974. 2nd Report of the CPCB mentioned the non-compliance status for waste water treatment in Khoda area.

9. The Tribunal noted the unsatisfactory state-of-affairs. It was observed that in view of admitted status of non-compliance of EC/Consent

conditions by the group housing societies who were discharging their sewage directly into NOIDA sewer line, without the said sewer line having requisite capacity. The report showed that the sewer lines were lying choked or overflowing. No action was taken against non-compliant housing projects for breach of statutory obligation as per EC/consent conditions. The projects were allowed to be illegally occupied without compliance of basic norms to facilitate builders to sell flats, to the detriment of environment and public health. The Tribunal observed that 'Polluter Pays' principle was required to be enforced and compensation with deterrent element was required to be recovered and credited in separate account for restoration and improvement of environment. The Tribunal also directed maintenance of sewer line of NOIDA. The Tribunal noted that even before functional and compliant STPs, buildings were allowed to be occupied. The Tribunal also noted that there was no effective monitoring mechanism and not even a dedicated monitoring cell manned by qualified persons attached to the CEO, NOIDA to prevent such occurrences in terms of public trust doctrine. The water quality of Kondli Irrigation drain was found to be highly polluted for which no adequate remedial action was insight. The Tribunal also directed the Urban Development Department, UP to take remedial action in respect of failure of the Khoda Makanpur Municipality. CPCB was directed to verify the claim of the Delhi Government that no untreated sewage was being discharged into the NOIDA drain in Delhi. The Tribunal also noted that discharge of effluents in the irrigation canal was taking place inspite of refusal of permission for such discharge by Irrigation Department, UP. Finally, the Tribunal directed as follows:

“xxx.....xxxx.....xxx

20. *We sum up our directions as follows:*

NOIDA


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- i. **Discrepancies pointed out in para 13 regarding functional status of STPs, their compliance and connectivity to sewers to be addressed and clarified considering desludging and maintenance of sewer lines.**
- ii. **Action against violators and colluders under Section 3 of PMLA Act, 2002, IPC as well as under Section 133 of Cr. PC to be looked into.**
- iii. **Granting partial or completion certificates must be compliant with EC/Consent conditions.**
- iv. **Completion of ongoing sewerage network to be ensured and steps taken in respect of 30 drains and their termination to respective existing or new STPs.**
- v. **Mode of disposal of 6 existing STPs to be compliant with standards, including fecal coliform and utilization of treated effluents to be ensured.**

UP State PCB/Irrigation Department/Urban Development, UP

- vi. **Maintaining water quality of irrigation canal (Kondli drain) as per Water Act. STPs to be consented accordingly and regular monitoring of performance of terminal STPs as well as of group housing societies required.**
- vii. **Khoda Nagar Palika to set up required STP and State of UP to frame and execute policy as directed in Para 17 above.**

GNCTD (EDMC/DJB/DPCC)

- viii. **Ensuring no waste water enters from Kondli drain to Noida.**
- ix. **Kondli STP should comply with standards and adequately cater to the need of designed capacity with proper utilization and disposal of effluents.**

CPCB

- x. **To evolve standards and formulate policy for maintaining and restoring water quality of storm water drains/irrigation canals and other "streams" as per the Water Act, 1974."**

Today's consideration and further directions

10. The matter has been taken up after more than seven months for further consideration in the light of earlier directions. Reports have been filed by the UP State PCB, NOIDA Authority, DPCC and CPCB giving the factual compliance status.

Compliance status of Kondli STP in Delhi as found by DPCC/CPCB

11. The report of DPCC deals with the compliance of discharge in Kondli drain and compliance status of Kondli STP. The report mentions the **status**


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of Kondli STP as non-compliant for which the DPCC wrote a letter to DJB for taking remedial measures. DPCC also issued show cause notice to the operator of the STP against which the said service provider has filed WP (C) No. 4391/2021 in Delhi High Court. **Report of CPCB on this very issue dated 29.07.2022 also confirms that Kondli STP is non-compliant.** On the issue of diversion of waste water from Kondli drain to the sewerage system, it is found that even after such diversion the **waste also is flowing in the drain and diversion is not successful. This is resulting in adding pollution load to the drain.** The STP is non-compliant. DJB has been directed as follows:

“3.0 Major Observations and Recommendations

Based on the inspection, following observations and recommendations are made:

*DJB has created the infrastructure diversion for diversion of wastewaters generated from Kondli and Gharoli regions and same is found as operational. However, with regard to its performance, it is observed that **partial flow is still flowing through Kondli-Noida drain towards NOIDA. DJB should identify the leakages and make the system full proof so that no wastewater flows towards NOIDA.***

1. *Tapped wastewater is diverted to existing sewerage system and same is conveyed to Kondli STP. The analytical results show that STP is non-complying with respect to prescribed norms. The quality of treated sewage at the outlet is at par with the untreated wastewater at inlet. The treated sewage is discharged to Shahdara drain which finally meets river Yamuna at downstream of Okhla Barrage.*
2. ***It may be concluded that the purpose of the exercise of tapping the drains & its treatment, is defeated in meeting the objective. Entire wastewater flowing through the Kondli drain should be treated at Kondli STP and quality of treated sewage must meet the prescribed standards. Only after requisite treatment, the treated sewage should be allowed to be discharged into Shahdara drain.***
3. ***However, in the present case, the wastewater of Kondli drain is diverted to Kondli STP and the STP is neither having adequate capacity not it is complying with the standards. As a result, untreated/partially treated sewage***

is being discharged into Shahdara drain. This untreated/partially treated wastewater of Kondli drain is finally being discharged into river Yamuna via Shahdara drain.”

Compliance status of water quality standards in Noida, as per UP State PCB

12. The report of the UP State PCB dated 11.04.2022 is about water quality of the drain. The report of the State PCB gives the water quality of samples taken on 07.01.2022, 28.01.2022, 14.02.2022, 04.03.2022 and 28.03.2022. The **water quality does not meet the prescribed standards.**

It will suffice to reproduce the analysis of the sample taken on 28.03.2022 which is as follows:

“Date of Sample Collection-28.03.2022

Parameters	Sampling Point	
	Up Steam Lat-28.601913 Long-77.336993 Kondli drain near Haridrshan Police Chowki, Sector-11, Noida	Down Stream Lat-28.473076 Long-77.405751 Kondli Drain near Vill- Chak Mangurola, Sector- 168, Noida
Colour	Blackish	Blackish
Odour	Unpleasant	Unpleasant
pH	7.51	7.59
COD (mg/l)	416	304
BOD (mg/l)	144	90
TSS (mg/l)	264	138
Total Coliform (MPN/100m.l)	33x10⁵	27x10⁵
Fecal Coliform (MPN/100m.l)	27x10⁵	17x10⁵

Compliance status by group housing societies

13. With regard to group housing societies, only 76 out of 95 have STPs. Others have yet to set up. 38 out of 76 (50%) are non compliant as follows:

“

No. of GHP	STP Installed	STP Not Installed	STP Under Installation	Complying STP	Not Complying STP	Report Awaited

95 (94+1 Under construction)	76	13	5	36	38	0
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”

14. Show cause notice for levy of compensation has been issued by the State PCB against the said societies. Prosecution has been initiated against 62 defaulters while action against the remaining non-compliant group housing societies is yet to be taken.

Compliance by STPs

15. The six operational STPs with total capacity of 231 MLD are said to be compliant though the result of the samples rebuts that claim if correct standard is applied. Fecal coliform standard is taken as 1000 MPN, as against 100 MPN. With regard to fecal coliform, the Tribunal has dealt with the matter vide order dated 30.04.2019, in *OA No. 1069/2018, Nitin Shankar Deshpande v. UOI & Ors.* against which appeal has been filed before the Hon'ble Supreme Court and no stay has been granted. Similarly, BOD standard is wrongly taken at 30 against prescribed standard of 10. The water quality of the STPs is mentioned as follows:-

“WATER QUALITY OF STP’s IN NOIDA

Parameters	STP Detail					
	Sector-50 Noida (25 MLD SBR Outlet), Noida	Sector-50 Noida (34 MLD SBR Outlet), Noida	Sector-54 Noida (33 MLD SBR Outlet), Noida	Sector-54 Noida (54 MLD SBR Outlet), Noida	Sector-123 Noida (35 MLD SBR Outlet), Noida	Sector-168 Noida (50 MLD SBR Outlet), Noida
Colour	Colourless	Colourless	Colourless	Colourless	Colourless	Colourless
Odour	Odourless	Odourless	Odourless	Odourless	Odourless	Odourless
pH (6.5-9.0)	7.39	7.32	7.47	7.53	7.59	7.61
BOD (30 mg/l)	21	18	15	13.5	27	24
COD (250 mg/l)	136	128	112	104	168	160
TSS (100 mg/l)	60	58	55	51	74	70
Phosphorus (as PO ₄) (5 mg/l)	1.30	0.54	1.10	0.50	0.12	0.68

<i>Nitrogen (as NO₃) mg/ l</i>	0.44	0.50	0.32	0.42	0.28	1.0
<i>Total Coliform (MPN/ 100 mL)</i>	11x10 ²	14x10 ²	13x10 ²	15x10 ²	16x10 ²	20x10 ²
<i>Fecal Coliform (<1000 MPN/ 100mL)</i>	830	680	780	930	540	780

Compliance by Khoda Makanpur

16. The **Khoda Makanpur is said to be still non-compliant with no plan to treat domestic effluents for which compensation of Rs. 70 lakhs has been imposed.**

Report of the Noida Authority

17. The report of the NOIDA Authority dated 06.05.2022 later updated on 01.08.2022 confirms that there are only 76 STPs in 95 group housing societies out of which 38 are non-compliant. With regard to remaining 19 (out of 95 group housing societies), it is stated that steps are in progress. One society is under construction. Thus, non compliant complexes are 56. It is stated that environment cell could not be created as the process of hiring professionals has not been completed. Further report of NOIDA Authority does not have any noticeable change, except that work of wetland is said to have been awarded in respect of NOIDA drains but the water quality of the said drains is not meeting the standards.

Our finding and further directions

18. From the above, it is seen that the water quality in the canal and drains remain polluted which has in the past damaged the environment which damage is continuing against statutory law as well binding directions of the Hon'ble Supreme Court inter alia in Paryavaran Suraksha, (2017) 5 SCC 326 and orders of this Tribunal. The reasons for such pollution are discharge of pollution from the group housing societies as

well as non-compliant STPs of NOIDA, apart from pollution from Khoda Nagar Palika and Delhi.

19. We have conveyed our disappointment for such unsatisfactory state of affairs and lack of concern of the authorities in enforcing the rule of law in breach of the Constitutional mandate of providing clean environment. Failures include not maintaining water quality of irrigation canal as per standards of the Water Act, illegal discharge of untreated/partially treated sewage in the irrigation canal from the NOIDA STPs as well as from group housing societies, DJB and Khoda Nagar Palika, who are liable to be held accountable.

Disapproval of CPCB stand

20. CPCB has failed to evolve standards and formulate policy for maintaining and restoring water quality of storm water drains as per Water Act. Only report is that a Committee has been constituted and as the matter involves policy decision, report has been submitted to competent authority. The minutes of the meeting annexed to the report show that there are proposed standards to allow ammonia level from 1 to 10 and BOD 30 mg/l contrary to the standards of the storm water drain which is expected to carry only rain water, higher than bathing standards i.e. quality 'B'¹. Proposal of CPCB appears to be to degrade the storm water quality below even the level of irrigation. Ammonia level permissible for drinking water is 0.5 PPM² but the standard proposed for water quality of canal is 1 to 10 where no fish can survive. Such course of action is

¹ As per bathing standards under Entry 93 of Schedule-I to the EP Rules, 1986.

² As per BIS standards: <http://cgwb.gov.in/Documents/WQ-standards.pdf>.

As per General Standards for discharge of pollutants in inland surface water under Schedule VI to the EP Rules, 1986, under Entry-11, ammonia level is upto 5 mg/l which is not applicable to water quality of streams as the said standards are applicable to discharge of pollutants from industries as shown by Rule 3(1) (3-A) which cannot be discharged in drains. General standard under Schedule-VI which permits BOD upto 30 mg/l is also applicable only to industrial effluents which cannot be discharged into drains.

prohibited under section 24 read with section 2(e) of the Water Act, prohibiting discharge of any pollutant in any stream or well, which appears to be have been ignored by the CPCB. Thus CPCB proposed report on standards of storm water drain has to be rejected.

Failure of State PCB and Noida in its duty to manage sewage and making erring group housing societies accountable to the detriment of public health and safety

21. It is clear that out of 95 group housing societies, in 56 group housing societies either there is no treatment of sewage or only partial treatment. Contrary to the consent/EC conditions, untreated sewage is going outside the group housing societies either in the general sewer or directly in the drain. The State PCB has still not finalized the compensation nor cancelled Consents nor taken any other effective measure to prevent such discharge. NOIDA Authority has allowed third party rights to be created and allowed a situation in which water pollution load can be controlled by preventing occupation. If without functional STPs, the group housing societies were not allowed be occupied, the situation could have been better handled. There is no effective monitoring by Noida to perform its essential duties. It is surprising that it could not create an environment cell and hire any professional in seven months. It is difficult to believe that this job was so difficult. For this lapse, it is necessary to fix accountability of NOIDA Authority. Even seven months after this lapse was pointed out vide order dated 23.12.2021, no effective action has been taken either to stop pollution or to make the group housing societies effectively accountable. No coercive steps have been like blacklisting, cancelling occupancy certificate/completion certificate. Further, six STPs of NOIDA which have been wrongly classified as compliant. They have to be taken as non-compliant with regard to fecal coliform and BOD levels. 30 drains which are carrying untreated water pollution also remain to be remedied. NOIDA

has thus to take remedial action, apart from accountability for the past violations.

22. We find that inspite of there being Memo of Understanding (MoU) dated 14.06.2018 between NTPC and NOIDA Authority for supply of 90 MGD secondary treated sewage water for NCTPP-Dadri for non-potable purposes on payment basis, there is nothing to show that NOIDA Authority is supplying such water and recovering the cost which needs to be ensured. We also note that there is a policy of Ministry of Power circulated, vide circular dated 04.03.2020 requiring mandatory use of treated sewage water by Thermal Power Plants within 50 km radius of STPs of local body. This decision of the Ministry of Power is part of Tariff Policy, 2016. Impact of this lapse is loss to Noida is augmenting resources for treating pollution, waste of resources in not using treated water, so as to save potable water.

Failure of Urban Development Department UP

23. Further, there is failure of the Urban Development Department to remedy the violation by the Khoda Municipality in permitting untreated discharge of sewage into the drain which is not less than 10 MLD of sewage. No response has been filed by the said department inspite of direction in the last order.

Failure of DJB in preventing pollution

24. The CPCB has found the DJB STPs to be non-compliant contrary to their claim put forward earlier for which it has to be held accountable. Its wastewater is said to be of 90 MGD which is not being fully treated.


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Resultant pollution of Yamuna and Ganga

25. Needless to say that the entire pollution is going to Yamuna and thereafter to Ganga through Shahdara and Kondli drains.

Estimated extent of pollution and remediation cost

26. The sewer generated from said 56 non-compliant group housing societies is estimated to about 100 MLD. Estimated amount of pollution required to be treated by DJB is said to be about 90 MGD, as mentioned earlier. Thus, estimated cost of remediation may be about 380 crores. The capital cost of each MLD treatment is about Rs. 2 Crores, apart from running cost³. The damage to environment and public health is much more than the cost of remediation.

Violations of earlier orders of Hon'ble Supreme Court and this Tribunal requiring time bound action on preventing water pollution

27. It will suffice to mention that violations are serious and in breach of statutory provisions as well as binding directions of Hon'ble Supreme Court and this Tribunal which have been adverted to at length in a recent order dated 06.07.2022 in OA No. 329/2021, *Devanshu Bose v. Agra Development Authority & Ors.*, dealing with the grievance of discharge of untreated sewage. The Tribunal observed:-

"11. Water (Prevention and Control of Pollution) Act, 1974 was enacted 48 years back but state of implementation is so poor that water pollution is rampant inspite of earlier orders of Hon'ble Supreme Court and this Tribunal on the subject. Extracts from some earlier orders are as follows:

Extracts from order of this Tribunal Order dated 16.09.2021 in OA 544/2019:

"1 to 8.....xxx.....xxx.....xxx

³ <https://www.cseindia.org/cost-estimation-for-planning-and-designing-of-decentralised-wastewater-treatment-system-2073#:~:text=2.5-3>

9. Contamination of water sources is a punishable offence under the Water (Prevention and Control of Pollution) Act, 1974 for the last 47 years. Under Section 25 of the Act, untreated discharge of sewage in drain is prohibited and is in fact a criminal offence under Sections 42(2) and 44. Section 48 of the Act makes the Head of the Department liable for being punished for such offence. As per directions of the Hon'ble Supreme Court in Suraksha case⁴ an outer limit of 31.03.2018 is fixed for completing the work of all STPs in the Country for laying down the sources of budget and direction is to initiate prosecution for continued failure. This Tribunal has been directed to monitor compliance. We may refer to the specific directions of the Hon'ble Supreme Court and this Tribunal on the subject:

Extracts from the judgement of the Hon'ble Supreme Court in Paryavaran Suraksha Samiti Vs. Union of India, supra

“7. Having effectuated the directions recorded in the foregoing paragraphs, the next step would be, to set up common effluent treatment plants. **We are informed, that for the aforesaid purpose, the financial contribution of the Central Government is to the extent of 50%, that of the State Government concerned (including the Union Territory concerned) is 25%. The balance 25%, is to be arranged by way of loans from banks. The above loans, are to be repaid, by the industrial areas, and/or industrial clusters. We are also informed that the setting up of a common effluent treatment plant, would ordinarily take approximately two years (in cases where the process has yet to be commenced). The reason for the above prolonged period, for setting up “common effluent treatment plants”, according to the learned counsel, is not only financial, but also, the requirement of land acquisition, for the same.**

X.....X.....X.....

10. **Given the responsibility vested in municipalities under Article 243-W of the Constitution, as also, in Item 6 of Schedule XII, wherein the aforesaid obligation, pointedly extends to “public health, sanitation conservancy and solid waste management”, we are of the view that the onus to operate the existing common effluent treatment plants, rests on municipalities (and/or local bodies). Given the aforesaid responsibility, the municipalities (and/or local bodies) concerned, cannot be permitted to shy away from discharging this onerous duty. In case there are further financial constraints, the remedy lies in Articles 243-X and 243-Y of the Constitution. It will be open to the municipalities (and/or local bodies)**

⁴ (2017) 5 SCC 326

concerned, to evolve norms to recover funds, for the purpose of generating finances to install and run all the “common effluent treatment plants”, within the purview of the provisions referred to hereinabove. Needless to mention that such norms as may be evolved for generating financial resources, may include all or any of the commercial, industrial and domestic beneficiaries, of the facility. The process of evolving the above norms, shall be supervised by the State Government (Union Territory) concerned, through the Secretaries, Urban Development and Local Bodies, respectively (depending on the location of the respective common effluent treatment plant). The norms for generating funds for setting up and/or operating the “common effluent treatment plant” shall be finalised, on or before 31-3-2017, so as to be implemented with effect from the next financial year. In case, such norms are not in place, before the commencement of the next financial year, the State Governments (or the Union Territories) concerned, shall cater to the financial requirements, of running the “common effluent treatment plants”, which are presently dysfunctional, from their own financial resources.

11. *Just in the manner suggested hereinabove, for the purpose of setting up of “common effluent treatment plants”, the State Governments concerned (including, the Union Territories concerned) will prioritise such cities, towns and villages, which discharge **industrial pollutants and sewer, directly into rivers and water bodies.***
12. *We are of the view that in the manner suggested above, **the malady of sewer treatment, should also be dealt with simultaneously.** We, therefore, hereby direct that “sewage treatment plants” shall also be set up and made functional, within the timelines and the format, expressed hereinabove.*
13. ***We are of the view that mere directions are inconsequential, unless a rigid implementation mechanism is laid down.** We, therefore, hereby provide that the directions pertaining to continuation of industrial activity only when there is in place a functional “primary effluent treatment plants”, and the setting up of functional “common effluent treatment plants” within the timelines, expressed above, shall be of the Member Secretaries of the Pollution Control Boards concerned. **The Secretary of the Department of Environment, of the State Government concerned (and the Union Territory concerned), shall be answerable in case of default. The Secretaries to the Government concerned shall be responsible for monitoring the progress and issuing necessary directions to the***

Pollution Control Board concerned, as may be required, for the implementation of the above directions. They shall be also responsible for collecting and maintaining records of data, in respect of the directions contained in this order. The said data shall be furnished to the Central Ground Water Authority, which shall evaluate the data and shall furnish the same to the Bench of the jurisdictional **National Green Tribunal.**

14. To supervise complaints of non-implementation of the instant directions, the Benches concerned of the National Green Tribunal, will maintain running and numbered case files, by dividing the jurisdictional area into units. The abovementioned case files will be listed periodically. **The Pollution Control Board concerned is also hereby directed to initiate such civil or criminal action, as may be permissible in law, against all or any of the defaulters.**

X.....X.....X.....

16. It however needs to be clarified, that the instant directions and time lines, shall not in any way dilute any time lines and directions issued by Courts or Benches of the National Green Tribunal, hitherto before, wherein the postulated time lines would expire before the ones expressed through the directions recorded above. **It is clarified, that the time lines, expressed hereinabove will be relevant, only in situations where there are no prevalent time line(s), and also, where a longer period, has been provided for.”**

(emphasis supplied)

**Extracts from orders of this Tribunal in OA 593/2017 :
Order dated 21.05.2020**

26. Summary of directions:
- i. All States/UTs through their concerned departments such as Urban/Rural Development, Irrigation & Public Health, Local Bodies, Environment, etc. may ensure formulation and execution of plans for sewage treatment and utilization of treated sewage effluent with respect to each city, town and village, adhering to the timeline as directed by Hon'ble Supreme Court. STPs must meet the prescribed standards, including faecal coliform.

CPCB may further continue efforts on compilation of River Basin-wise data. Action plans be firmed up with Budgets/Financial tie up. Such plans be overseen by Chief Secretary and forwarded to CPCB before 30.6.2020. CPCB may consolidate all action plans and file a report accordingly.

Ministry of Jal Shakti and Ministry of Housing and Urban Affairs may facilitate States/UTs for ensuring that water quality of rivers, lakes, water bodies and ground water is maintained.

As observed in para 13 above, 100% treatment of sewage/effluent must be ensured and strict coercive action taken for any violation to enforce rule of law. Any party is free to move the Hon'ble Supreme Court for continued violation of its order after the deadline of 31.3.2018. This order is without prejudice to the said remedy as direction of the Hon'ble Supreme Court cannot be diluted or relaxed by this Tribunal in the course of execution. PCBs/PCCs are free to realise compensation for violations but from 1.7.2020, such compensation must be realised as per direction of this Tribunal failing which the erring State PCBs/PCCs will be accountable."

Order dated 21.09.2020

"11. The Tribunal has already issued directions vide orders dated 28.08.2019 and 21.05.2020 for ensuring that no untreated sewage/effluent is discharged into any water body and for any violation compensation is to be assessed and recovered by the CPCB so that the same can be utilized for restoration of the environment, complying with the principle of 'Polluter Pays' which has been held to be part of 'Sustainable Development' and part of right to life. Control of such pollution is crucial for environment, aquatic life, food safety and also human health. .."

From OA 673/2018

Order dated 6.12.19:

6. The Hon'ble Supreme Court noticed the level of degradation of rivers in India and apathy of the authorities as follows:

"58. Rivers in India are drying up, groundwater is being rapidly depleted, and canals are polluted. Yamuna in Delhi looks like a black drain. Several perennial rivers like Ganga and Brahmaputra are rapidly becoming seasonal. Rivers are dying or declining, and aquifers are getting over pumped. Industries, hotels, etc. are pumping out groundwater at an alarming rate, causing sharp decline in the groundwater levels. Farmers are having a hard time finding groundwater for their crops e.g. in Punjab. In many places there are serpentine queues of exhausted housewives waiting for hours to fill their buckets of water. In this connection John Briscoe has authored a detailed World Bank Report, in which he has mentioned that despite this alarming situation there is

widespread complacency on the part of the authorities in India.⁵

“4. We see Yamuna river virtually turned into a sullage. We take judicial notice of this situation. Similar is the position with Ganges. As it proceeds, industrial effluents are being poured in rivers. Sewage is also being directly put in rivers contributing to the river water pollution. We direct the Pollution Control Boards of the various States as well as the Central Pollution Control Board and various Governments to place before us the data and material with respect to various rivers in the concerned States, and what steps they are taking to curb the pollution in such rivers and to management as to industrial effluents, sewage, garbage, waste and air pollution, including the water management. We club the ending case of water management with this matter.⁶

xxx.....xxx.....xxx

11. In spite of above, in flagrant violation of law of the land, polluted water in the form of sewage, industrial effluents or otherwise has continued to be discharged in the water bodies including the rivers or the canals meeting the rivers. Violation of law is not only by private citizens but also statutory bodies including the local bodies and also failure of the regulatory authorities in taking adequate steps. There is no corresponding coercive action posing danger to rule of law when large scale violation of law is not being remedied. This leads to lawlessness.

12. It will be appropriate to note the crisis situation in the country on the subject of availability of potable water. The matter has been considered in the report of Niti Aayog on Composite Water Management Index (CWMI).⁷ Following further information also needs to be noted:

- (i) India is suffering from the worst water crisis in its history and millions of lives and livelihoods are under threat. Currently, 600 million Indians face high to extreme water stress and about two lakh people die every year due to inadequate access to safe water⁸. The crisis is only going to get worse. By 2030, the country’s water demand is projected to be twice the available supply, implying severe water scarcity for hundreds of millions of people and an eventual ~6% loss in the country’s GDP⁹. As per the report of National Commission for Integrated Water Resource Development of MoWR, the water requirement by 2050 in high use scenario is likely to be a milder 1,180 BCM, whereas the present-day availability is 695BCM. The total availability of water possible in country is still lower than this projected demand, at 1,137BCM. Thus, there is an imminent need to

⁵ State of Orissa v. Govt. of India, (2009) 5 SCC 492

⁶ M.C. Mehta Vs Union of India- W.P. (Civil) No. 13029/1985 dated 25.11.2019

⁷ Niti Ayog on “Composite Water Management Index”, June 2018, https://niti.gov.in/writereaddata/files/document_publication/2018-05-18-Water-Index-Report_vS8-compressed.pdf.

⁸Source: WRI Aqueduct; WHO Global Health Observatory

⁹Source: McKinsey & WRG, ‘Charting our water future’, 2009; World Bank; Times of India

deepen our understanding of our water resources and usage and put in place interventions that make our water use efficient and sustainable.

- (ii) *India is undergoing the worst water crisis in its history. Already, more than 600 million people¹⁰ are facing acute water shortages. Critical groundwater resources – which account for 40% of our water supply – are being depleted at unsustainable rates.¹¹*
- (iii) *Most states have achieved less than 50% of the total score in the augmentation of groundwater resources, highlighting the growing national crisis—54% of India’s groundwater wells are declining, and 21 major cities are expected to run out of groundwater as soon as 2020, affecting ~100 million people¹².*
- (iv) *With nearly 70% of water being contaminated, India is placed at 120th amongst 122 countries in the water quality index.*

13. As per statistics mentioned before the Lok Sabha on April 6, 2018, waterborne diseases such as cholera, acute diarrhoeal diseases, typhoid and viral hepatitis continue to be prevalent in India and have caused 10,738 deaths, over the last five years since 2017. Of this, acute diarrhoeal diseases caused maximum deaths followed by viral hepatitis, typhoid and cholera.¹³

14. As per ‘National Health Profile’ published by Central Bureau of Health Investigation, Directorate General of Health Services, Ministry of Health and Family Welfare, Government of India, a total of 1535 Deaths due to Acute Diarrhoeal Diseases was reported during the year 2013.¹⁴

Main Causes of Pollution of Rivers

15. As already noted, well known causes of pollution of rivers are dumping of untreated sewage and industrial waste, garbage, plastic waste, e-waste, bio-medical waste, municipal solid waste, diversion of river waters for various purposes affecting e-flow, encroachment of catchment areas and floodplains, over drawl of groundwater, river bank erosion on account of illegal sand mining. In spite of directions to install Effluent Treatment Plants (ETPs), Common Effluent Treatment Plants (CETPs), Sewage Treatment Plants (STPs), and adopting other anti-pollution measures, satisfactory situation has not been achieved. As per CPCB’s report 2016¹⁵, it has been estimated that 61,948 million liters per day (mld) sewage is generated from the urban areas of which treatment capacity of 23,277 mld is currently existent in India. Thereby the deficit in capacity of waste treatment is of 62%. There is no data available with regard to generation of sewage in the rural areas.

XXX.....XXX.....XXX

¹⁰ Source: World Resource Institute

¹¹ Source: World Resource Institute

¹² Source: UN Water, ‘Managing water under uncertainty and risk’, 2010; World Bank (Hindustan Times, The Hindu).

¹³ <https://www.indiaspend.com/diarrhoea-took-more-lives-than-any-other-water-borne-disease-in-india-58143/>

¹⁴ <http://pib.nic.in/newsite/PrintRelease.aspx?relid=106612>

¹⁵ http://www.sulabhenvi.nic.in/Database/STST_wastewater_2090.aspx July 16, updated on December 6, 2016

33. We may note the observations of the Hon'ble Supreme Court:

“26. Enactment of a law, but tolerating its infringement, is worse than not enacting a law at all. The continued infringement of law, over a period of time, is made possible by adoption of such means which are best known to the violators of law. Continued tolerance of such violations of law not only renders legal provisions nugatory but such tolerance by the enforcement authorities encourages lawlessness and adoption of means which cannot, or ought not to, be tolerated in any civilized society. Law should not only be meant for the law-abiding but is meant to be obeyed by all for whom it has been enacted. A law is usually enacted because the legislature feels that it is necessary. It is with a view to protect and preserve the environment and save it for the future generations and to ensure good quality of life that Parliament enacted the anti-pollution laws, namely, the Water Act, Air Act and the Environment (Protection) Act, 1986. These Acts and Rules framed and notification issued thereunder contain provisions which prohibit and/or regulate certain activities with a view to protect and preserve the environment. When a law is enacted containing some provisions which prohibit certain types of activities, then, it is of utmost importance that such legal provisions are effectively enforced. If a law is enacted but is not being voluntarily obeyed, then, it has to be enforced. Otherwise, infringement of law, which is actively or passively condoned for personal gain, will be encouraged which will in turn lead to a lawless society. Violation of anti-pollution laws not only adversely affects the existing quality of life but the non-enforcement of the legal provisions often results in ecological imbalance and degradation of environment, the adverse effect of which will have to be borne by the future generations.¹⁶

xxx.....xxx.....xxx

“61. If the laws are not enforced and the orders of the courts to enforce and implement the laws are ignored, the result can only be total lawlessness. It is, therefore, necessary to also identify and take appropriate action against officers responsible for this state of affairs. Such blatant misuse of properties at large-scale cannot take place without connivance of the officers concerned. It is also a source of corruption. Therefore, action is also necessary to check corruption, nepotism and total apathy towards the rights of the citizens.”¹⁷

xxx.....xxx.....xxx

35. Vide order dated 22.08.2019 in Original Application 200/2014, dealing with the pollution of river Ganga, the Tribunal issued directions and laid down coercive measures to be taken for discharge of untreated sewage in river Ganga:-

¹⁶ INDIAN COUNCIL FOR ENVIRO-LEGAL ACTION Vs. UNION OF INDIA AND OTHERS (1996) 5 SCC 281

¹⁷ M.C. Mehta v. Union of India, (2006) 3 SCC 399 – Public functionaries

“16. xxx.....xxx.....xxx

17. **Wherever the work has not commenced, it is necessary that no untreated sewage is discharged into the River Ganga. Bioremediation and/or phytoremediation or any other remediation measures may start as an interim measure positively from 01.11.2019, failing which the State may be liable to pay compensation of Rs. 5 Lakhs per month per drain to be deposited with the CPCB. This however, is not to be taken as an excuse to delay the installation of STPs. For delay of the work, the Chief Secretary must identify the officers responsible and assign specific responsibilities. Wherever there are violations, adverse entries in the ACRs must be made in respect of such identified officers. For delay in setting up of STPs and sewerage network beyond prescribed timelines, State may be liable to pay Rs. 10 Lakhs per month per STP and its network. It will be open to the State to recover the said amount from the erring officers/contractors.**

36. *Vide order dated 28.08.2019, the Tribunal held:-*

“15. xxx.....xxx.....xxx

“16. xxx.....xxx.....xxx

17. As already noted, prevention of pollution of water is directly linked to access to potable water as well as food safety. Restoration of pristine glory of rivers is also of cultural and ecological significance. This necessitates effective steps to ensure that no pollution is discharged in water bodies. Doing so is a criminal offence under the Water Act and is harmful to the environment and public health. ‘Precautionary’ principle of environmental law is to be enforced. Thus, the mandate of law is that there must be 100% treatment of sewage as well as trade effluents. This Tribunal has already directed in the case of river Ganga that timelines laid down therein be adhered to for setting up of STPs and till then, interim measures be taken for treatment of sewage. There is no reason why this direction be not followed, so as to control pollution of all the river stretches in the country. The issue of ETPs/CETPs is being dealt with by an appropriate action against polluting industries. Setting up of STPs and MSW facilities is the responsibility of Local Bodies and in case of their default, of the States. Their failure on the subject has to be adequately monitored. Recovery of compensation on ‘Polluter Pays’ principle is a part of enforcement strategy but not a substitute for compliance. It is thus necessary to issue directions to all the States /UTs to enforce the compensation regime, latest with effect from 01.04.2020. We may not be taken to be condoning any past violations. The States/UTs


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have to enforce recovery of compensation from 01.04.2020 from the defaulting local bodies. On failure of the States/UTs, the States/UTs themselves have to pay the requisite amount of compensation to be deposited with the CPCB for restoration of environment. The Chief Secretaries of all the States may furnish their respective compliance reports as per directions already issued in O.A. No. 606/2018.”

12. It is thus appropriate that remedial measures are speedily taken by the Agra Development Authority overseen by the ACS, Urban Development and ACS, Housing and Development, UP in a mission mode. Such steps should cover the present area as well as urban area of Agra. ACS, Urban Development will be the nodal agency for coordination and compliance. The Committee may hold its meeting within two weeks and after taking stock of the situation and earlier orders of this Tribunal, take further remedial action. The Committee will be at liberty to coordinate with any other Department/Agency. In view of chronic and long pending problem, the Committee may explore steps on the pattern of available best practices to the extent found relevant such as arrangement with relevant establishments to supply sewage treated water for which pipelines are laid by such establishments and part of the sewage treatment cost is also shared by such establishments.¹⁸ This may help better use of treated sewage to save potable water. We may refer to observations in a recent order dated 19.04.2022 in OA No. 887/2019, Sukhwanti v. State of Haryana & Ors. on the subject:-

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- ¹⁸ 1. Chennai industries to now use treated sewage water - The New Indian Express: <https://www.newindianexpress.com/cities/chennai/2019/jul/31/chennai-industries-to-now-use-treated-sewage-water-2011837.html>
2. Surat sewage reuse model goes global - Surat News - Times of India: <https://timesofindia.indiatimes.com/city/surat/surat-water-reuse-model-goes-global/articleshow/85668103.cms>
3. Surat generating massive revenue by selling treated water to industries: <https://www.aninews.in/news/national/general-news/surat-generating-massive-revenue-by-selling-treated-water-to-industries20201217051127/>
4. Surat Generating Massive Revenue By Selling Treated Water of River Tapi To Industries – News: <https://swachhindia.ndtv.com/surat-generating-massive-revenue-by-selling-treated-water-of-river-tapi-to-industries-54411/>
5. Industries in Ahmedabad to get treated wastewater - Ahmedabad News - Times of India: https://m.timesofindia.com/city/ahmedabad/amc-offers-rs43/kl-treated-wastewater-for-industries/amp_articleshow/87169850.cms
6. Gujarat: Now treated wastewater to be piped to two industrial clusters - Cities News, The Indian Express: <https://indianexpress.com/article/cities/ahmedabad/gujarat-now-treated-wastewater-to-be-piped-to-two-industrial-clusters-5713792/>
7. Nagpur to become the first Indian city to treat and reuse 90% of its sewage: <https://theprint.in/india/governance/nagpur-to-become-the-first-indian-city-to-treat-and-reuse-90-of-its-sewage/180493/>
8. India's 1st and largest PPP on waste water reuse completed in record time during pandemic; bags FICCI Water Award 2020: https://www.business-standard.com/content/press-releases-ani/india-s-1st-and-largest-ppp-on-waste-water-reuse-completed-in-record-time-during-pandemic-bags-ficci-water-award-2020-121022500841_1.html
9. MPCB Note on domestic west water reuse project at Nagpur: https://mpcb.gov.in/sites/default/files/focus-area-reports-documents/NMC_%26_KTPS_success_story_28052019.pdf
10. STP at Village Kewara, Bhilwara (Rajasthan)– CPCB Bhopal: <https://cpcb.nic.in/success-stories/upload/1501156301.pdf>
11. CHAPTER 7: RECYCLING AND REUSE OF SEWAGE: http://cpheeo.gov.in/upload/uploadfiles/files/engineering_chapter7.pdf

“10.....Further, for maximising use of treated sewage, PCB may identify potential industrial clusters, major industrial sectors and other bulk users to tie-up each STP with the User group. In this regard, provisions of ‘The Haryana Water Resources (Conservation, Regulation and Management) Authority (Amendment) Act, 2022’ may be strictly followed. CPCB may also assist HSPCB in this regard. The Tribunal vide order dated 09.03.2022 in OA No. 29/2020(WZ), Suraj Pradip Ajmera vs. Aurangabad Municipal Corporation directed as follows:

“10. During the hearing, suggestion has emerged that an interaction be held at the level of Chief Secretary, Maharashtra with inclusion of Secretary, Urban Development, Maharashtra and Technical Experts as may be decided by them including from IIT, Bombay, Regional Officer, CPCB and Member Secretary, State PCB to consider possibility of laying pipeline upto the industrial area for transporting treated sewage to the industrial areas so that the same can be utilized for industrial purpose. Industries Association may be associated in the project of sewage treatment and can bear a part of the cost out of Corporate Social/ Environmental Responsibility, depending upon the financial capacity of the member industries. This may result in a permanent and long-lasting cheaper solution. If successful, this experiment may be tried appropriately at such other locations in the State as found appropriate and also customized different locations. The Committee may also study such models elsewhere in the country which reportedly have been successful. The Committee may also consider any other viable strategies for sewage treatment and interception and diversion of sewage, use of appropriate effective and economical technology, making group housing societies Zero Liquid Discharge (ZLD) by recycling treating sewage, after treatment in decentralized manner and utilizing the treated sewage for horticulture, flushing, cleaning or other non-drinking purposes. This strategy may help in augmenting availability of potable water particularly in drought affected areas of Aurangabad Region in Maharashtra where potable water had to be transported by trains in the past. The Secretary, Urban Development may act as nodal agency who may call for a meeting within one month.”

11.....xxx.....xxx.....xxx

12. The Tribunal has considered the issue of utilization of treated sewage to save potable water for drinking purposes inter-alia vide order dated 21.09.2020 in O.A. No. 148/2016 Mahesh Chandra Saxena vs. South Delhi Municipal Corporation & Ors. By the said order, the data of utilization of treated water as given in the CPCB report dated 15.05.2020 and further report dated 16.09.2020 was noted showing huge gap in reuse of treated water, which resulted in potable water being used even for purposes for which treated water could be used. The Tribunal directed all States/UTs to ensure 100% utilization of treated water for secondary purposes, which may be monitored by Central Monitoring Committee headed by Secretary, Ministry of Jal Shakti and assisted by CPCB, NMCG and Ministry of Urban Development.”

13. *In light of above, let further action taken report be filed by ACS, Urban Development within three months from today 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. The report may also cover the observations in para 9 above. ACS, Urban Development may remain present on the next date by Video Conferencing along with Vice Chairman, ADA and Commissioner, Municipal Corporation, Agra.”*

Law laid down in judgements of Hon’ble Supreme Court with regard to accountability of statutory authorities

28. Continuing failure of State authorities and statutory regulators to enforce law has created alarming situation of threat to public health and safety. Such patent failure require fixing accountability on polluter pays principle so that degradation of environment can be to some extent reversed. There are observations on the subject in some of judgements of the Hon’ble Supreme Court as follows:

“Samaj Parivartan Samudaya v. State of Karnataka, (2012) 7 SCC 407

xxx.....xxx.....xxx

66. *Wherever and whenever the State fails to perform its duties, the Court shall step in to ensure that the rule of law prevails over the abuse of process of law. Such abuse may **result from inaction or even arbitrary action of protecting the true offenders or failure by different authorities in discharging statutory or legal obligations in consonance with the procedural and penal statutes.** This Court expressed its concern about the rampant pilferage and illegal extraction of natural wealth and resources, particularly iron ore, as also the environmental degradation and disaster that may result from unchecked intrusion into the forest areas. This Court, vide its order dated 29-7-2011 invoked the precautionary principle, which is the essence of Article 21 of the Constitution of India as per the dictum of this Court in *M.C. Mehta v. Union of India*, and had consequently issued a ban on illegal mining. The Court also directed **relief and rehabilitation programmes to be carried out in contiguous stages to promote intergenerational equity and the regeneration of the forest reserves.** This is the ethos of the approach consistently taken by this Court, but this aspect primarily deals with the future concerns. **In respect of the past actions, the only option is to examine in depth the huge monetary transactions which were effected at the cost of national wealth, natural resources, and to punish the offenders for their illegal, irregular activities.** The protection of these resources was, and is the constitutional duty of the State and its instrumentalities and thus, the Court should adopt a holistic*

approach and direct comprehensive and specialised investigation into such events of the past.

MCD v. Uphaar Tragedy Victims Assn., (2011) 14 SCC 481

xxx.....xxx.....xxx

96. Courts have held that due to the action or inaction of the State or its officers, **if the fundamental rights of a citizen are infringed then the liability of the State, its officials and instrumentalities, is strict.** The claim raised for compensation in such a case is not a private law claim for damages, under which the damages recoverable are large. The claim made for compensation in public law is for compensating the claimants for deprivation of life and personal liberty which has nothing to do with a claim in a private law claim in tort in an ordinary civil court

M.C. Mehta v. Kamal Nath, (1997) 1 SCC 388

xxx.....xxx.....xxx

35.....*But in the absence of any legislation, the executive acting under the doctrine of public trust cannot abdicate the natural resources and convert them into private ownership, or for commercial use. The aesthetic use and the pristine glory of the natural resources, the environment and the ecosystems of our country cannot be permitted to be eroded for private, commercial or any other use ...*

Summing up of some of the required immediate remedial steps

29. Based on the observations in para 20 to 26, we may sum up our directions under section 15 of the NGT Act for remedial action for protection of environment based on credible factual reports of statutory regulators - CPCB, UP PCB, NOIDA and DPCC :

- i) CPCB may issue appropriate directions to all PCBs/PCCs within two months, to give effect to section 24 of the Water Act, to the effect that Canals, water bodies (lentic or lotic) and the Natural Storm water drains are not to be used for discharge of treated or untreated trade or sewage effluents. The storm water drains, canals and water bodies need to be geo tagged and given UID. In any case, no consent be given for discharging effluents not meeting BOD

criteria of Class "B". Drains built exclusively as conveyance system (open sewer) must terminate to STPs.

- ii) CTO granted to the Group Housing Societies (GHS) may require standards and specifications as per MoEF&CC Draft Notification dated 25.02.2022. SPCBs need to ensure utilisation of treated sewage. Mode of disposal should not be the drains. Effluents may go to sewers leading to STPs.
- iii) Thirty identified drains or any other such drain carrying sewage be diverted to existing STPs and not to Noida drain. Such drains are to be used for flood management.
- iv) All existing STPs and upcoming STPs need to meet standards as directed by this Tribunal vide order dated 30.04.2019 in OA No. 1069/2018, *Nitin Shankar Deshpande vs. Union of India & Ors.* subject to further directions of Hon'ble Supreme Court in pending proceedings.
- v) MoU for utilisation for sewage between Power Plant and Noida be executed without delay.
- vi) ACS, UD of UP need to immediately review and ensure treatment of sewage generated by Khoda – Makanpur.
- vii) DJB may ensure compliance of its four STPs so as to meet standards as directed by the Tribunal. Treated effluents of 90 MGD from four Phases be utilised rather than disposed in Shahdara drain.
- viii) No effluents be disposed by NCT Delhi in Kondli/ Noida drain.
- ix) CPCB may independently monitor the directions from (ii) to (viii) and give its report to Chairman, CPCB who may issue further directions for compliance.

Further Directions

30. Apart from above remedial action to be taken by concerned authorities and monitored at highest level by the Chief Secretaries, UP and Delhi directly or through any appropriate mechanism, it is necessary to determine accountability for the past failures causing huge damage to the environment and public health and to meet cost of remediation. Pending consideration of action against other authorities and final accountability of NOIDA Authority and DJB, they are directed to deposit respectively a sum of Rs. 100 Crores Rs. 50 Crores in a separate account with CPCB towards interim compensation to be utilized for restoration measures in terms of a remedial plan to be prepared jointly by a joint Committee of Chairman CPCB, Chairman DPCC and Chairman UPPCB. Chairman CPCB will chair and steer the proceedings. The said Committee will be at liberty to co-opt any other expert/institution for the purpose and also identify executing agency which will act in coordination with the nominees of Chief Secretaries of Delhi and UP. The Chief Secretaries of Delhi and UP will be free to identify the erring officers in the process and take remedial action and recover compensation from such erring officers/violators, including the group housing societies. Further action taken reports be filed within three months by the Chief Secretaries, Delhi and UP after coordinating with authorities in their respective States and by Chairman, CPCB 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.

List for further consideration on 12.12.2022.

A copy of this order be forwarded to the Chief Secretaries, Delhi and UP, CEOs Noida and DJB, Chairmen CPCB, DPCC and UPPCB by email for compliance.


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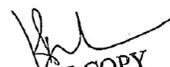
I.A. No. 125/2022 for directions filed by the applicant also stands disposed of.

Adarsh Kumar Goel, CP

Sudhir Agarwal, JM

Prof. A. Senthil Vel, EM

August 03, 2022
O.A. No. 1002/2018
(I.A. No. 125/2022)
A+AVT


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ANNEXURE R2/4 (Colly)
New Okhla Industrial Development Authority
Main Administrative Building
Sector-06, Noida-201301, Uttar Pradesh
Website: www.noidaauthorityonline.com
Online Building Plan Approval System (OBPAS)

Date : 16-10-2024

From
The Chief Executive Officer,
New Okhla Industrial Development Authority,
NOIDA Uttar Pradesh

To
MAX ESTATES 128 PRIVATE LTD
TS - Max House,1,Dr Jha Marg,Okhla,New Delhi-110020

Sir / Madam,

With reference to your application no. **2024/09/25/11321** dated **2024-09-25 06:39:33** for grant of sanction of revised Group Housing building plan for **plot no. - 02, block no. TS, in Sector - 128, NOIDA U.P, Total Proposed Area-156410.64, Proposed Ground Coverage-7304.25 , Proposed FAR-83707.266, Permissible Ground Coverage-14163.970, Permissible FAR-84737.890,**. It is to inform that the sanction request is being conceded by the Noida Authority under the following conditions mentioned below for your ready reference.

1. This sanction is granted under the provision of the New Okhla Industrial Development Area Building regulations-2010 (As Amended).
2. The validity of the Sanction plan shall be for five years from the date of sanction or the time mentioned for completion of construction in the lease deed or the time extension granted by the concerned property department, whichever is earlier.
3. After completion of the construction, allottee have to apply for occupancy certificate within validity period along with necessary documents as mentioned in the Apendix-9 (Checklist 9A) of the New Okhla Industrial Development Area Building regulations-2010 (As Amended).
4. If demanded by the Authority, allottee shall be liable to pay charges for the provision of any further facilities/development/improvement.
5. A copy of the sanction drawing and letter shall always be kept at site and shall be made available to any officer of the Authority on demand.
6. No addition/alteration is permitted in the sanctioned drawings. For any changes, prior permission is required from the Authority.
7. Allottee and Architect shall be responsible for carrying out the work in accordance with the provision of the New Okhla Industrial Development Area building regulation-2010 (As Amended).
8. Allottee shall be required to follow the terms & condition as mentioned in various NOC's issued by different organization of State/Central Government from time to time.
9. No activities/Use shall be permitted in the premises other than as prescribed in Broucher / Allotment letter/Lease deed.
10. Building shall not be occupied before getting completion certificate from the Authority.
11. If there is any dispute arises related with ownership of the property, it would be sole responsibility of the owner.
12. During construction period, building material shall be placed in such a way that no traffic movement should be blocked.
13. The allottee has to follow all directions/ orders issued by National Green Tribunal/ Code/Commissions from time to time
14. No parking of any kind shall be permitted outside premises and adjoining road of the plot.
15. No ground water shall be allowed to extract for construction of the building, without prior permission of Central Ground Water Authority.
16. Provision of Rain Water Harvesting and solid waste Management shall be made as per norms.
17. At the time of completion of project, Service shall be provided as per norms in service floor otherwise area of service floor shall be counted in main FAR.
18. Allottee has to take STP water from NOIDA Authority for building construction.


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19. The construction work will be started only after getting Environmental NOC under relevant act. (If Applicable).
20. The construction work beyond the height of 30 m shall be done after getting NOC from Airport Authority (If Applicable)
21. The conditions mentioned in the sanctioned letter dated 07-09-2024 issued by NOIDA Authority shall be strictly followed.

The details of Floor wise proposed area is as follows:

PLOT AREA- 40468.5
PERMISSIBLE GROUND COVERAGE- **14163.970**
PROPOSED GROUND COVERAGE- **7304.25**
PERMISSIBLE FAR- **84737.890**
PROPOSED FAR- **83707.266**
No. of DWELLING UNITS-
TOTAL PROPOSED AREA- (FAR+NON FAR)- **156410.64**

Yours Faithfully,

For New Okhla Industrial Development Authority

Ishtiyak

Ahmed
(Ishtiyak Ahmed)

GM (Planning)

Digitally signed by
Ishtiyak Ahmed
Date: 2024.10.16
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New Okhla Industrial Development Authority

Main Administrative Building

Sector-06, Noida-201301, Uttar Pradesh

Website: www.noidaauthorityonline.com

Online Building Plan Approval System (OBPAS)

Date : 03-04-2025

From
The Chief Executive Officer,
New Okhla Industrial Development Authority,
NOIDA Uttar Pradesh

To
Bal Bharati Public School
HS - Sector-21, Noida

Sir / Madam,

With reference to your application no. **2025/03/06/12095** dated **2025-03-06 06:06:11** for grant of sanction of Institutional building plan for **plot no. - 001B-002B, block no. HS, in Sector - 21, NOIDA U.P, Total Proposed Area-12190.38, Proposed Ground Coverage-2503.000, Proposed FAR-10791, Permissible Ground Coverage-2503.000, Permissible FAR-10791.000,**. It is to inform that the sanction request is being conceded by the Noida Authority under the following conditions mentioned below for your ready reference.

1. This sanction is granted under the provision of the New Okhla Industrial Development Area Building regulations-2010 (As Amended).
2. The validity of the Sanction plan shall be for five years from the date of sanction or the time mentioned for completion of construction in the lease deed or the time extension granted by the concerned property department, whichever is earlier.
3. After completion of the construction, allottee have to apply for occupancy certificate within validity period along with necessary documents as mentioned in the Apendix-9 (Checklist 9A) of the New Okhla Industrial Development Area Building regulations-2010 (As Amended).
4. If demanded by the Authority, allottee shall be liable to pay charges for the provision of any further facilities/development/improvement.
5. A copy of the sanction drawing and letter shall always be kept at site and shall be made available to any officer of the Authority on demand.
6. No addition/alteration is permitted in the sanctioned drawings. For any changes, prior permission is required from the Authority.
7. Allottee and Architect shall be responsible for carrying out the work in accordance with the provision of the New Okhla Industrial Development Area building regulation-2010 (As Amended).
8. Allottee shall be required to follow the terms & condition as mentioned in various NOC's issued by different organization of State/Central Government from time to time.
9. No activities/Use shall be permitted in the premises other than as prescribed in Broucher / Allotment letter/Lease deed.
10. Building shall not be occupied before getting completion certificate from the Authority.
11. If there is any dispute arises related with ownership of the property, it would be sole responsibility of the owner.
12. During construction period, building material shall be placed in such a way that no traffic movement should be blocked.
13. The allottee has to follow all directions/ orders issued by National Green Tribunal/ Code/Commissions from time to time
14. No parking of any kind shall be permitted outside premises and adjoining road of the plot.
15. No ground water shall be allowed to extract for construction of the building, without prior permission of Central Ground Water Authority.
16. Provision of Rain Water Harvesting and solid waste Management shall be made as per norms.
17. At the time of completion of project, Service shall be provided as per norms in service floor otherwise area of service floor shall be counted in main FAR.
18. Allottee has to take STP water from NOIDA Authority for building construction.


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19. The construction work will be started only after getting Environmental NOC under relevant act. (If Applicable).
20. The construction work beyond the height of 30 mtrs. Shall be done after getting NOC from Airport Authority (If Applicable)

111

The details of Floor wise proposed area is as follows:

PLOT AREA- 8159.00
PERMISSIBLE GROUND COVERAGE- **2503.000**
PROPOSED GROUND COVERAGE- **2503.000**
PERMISSIBLE FAR- **10791.000**
PROPOSED FAR- **10791**
No. of DWELLING UNITS-
TOTAL PROPOSED AREA- (FAR+NON FAR)- **12190.38**

Yours Faithfully,

For New Okhla Industrial Development Authority

MEENA Digitally signed by

BHARGAVA MEENA BHARGAVA

(Meena Bhargava) Date: 2025.04.03

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New Okhla Industrial ~~112~~ Development Authority

Main Administrative Building

Sector-06, Noida-201301, Uttar Pradesh

Website: www.noidaauthorityonline.com

Online Building Plan Approval System (OBPAS)

Date : 21-02-2025

From
The Chief Executive Officer,
New Okhla Industrial Development Authority,
NOIDA Uttar Pradesh

To
SAVI GLOBAL FASHION PVT. LTD.
C - A-50, SECTOR 58, NOIDA, GAUTAM BUDDHA NAGAR, UP

Sir / Madam,

With reference to your application no. **2025/01/30/11901** dated **2025-02-12 02:32:03** for grant of sanction of Industrial Plot Above 5000 sq. m Plot Area building plan for **plot no. - 007, block no. C, in Sector - 145, NOIDA U.P, Total Proposed Area-4226.49, Proposed Ground Coverage-4226.49, Proposed FAR-4216.793, Permissible Ground Coverage-4860.000, Permissible FAR-10530.000,**. It is to inform that the sanction request is being conceded by the Noida Authority under the following conditions mentioned below for your ready reference.

1. This sanction is granted under the provision of the New Okhla Industrial Development Area Building regulations-2010 (As Amended).
2. The validity of the Sanction plan shall be for five years from the date of sanction or the time mentioned for completion of construction in the lease deed or the time extension granted by the concerned property department, whichever is earlier.
3. After completion of the construction, allottee have to apply for occupancy certificate within validity period along with necessary documents as mentioned in the Apendix-9 (Checklist 9A) of the New Okhla Industrial Development Area Building regulations-2010 (As Amended).
4. If demanded by the Authority, allottee shall be liable to pay charges for the provision of any further facilities/development/improvement.
5. A copy of the sanction drawing and letter shall always be kept at site and shall be made available to any officer of the Authority on demand.
6. No addition/alteration is permitted in the sanctioned drawings. For any changes, prior permission is required from the Authority.
7. Allottee and Architect shall be responsible for carrying out the work in accordance with the provision of the New Okhla Industrial Development Area building regulation-2010 (As Amended).
8. Allottee shall be required to follow the terms & condition as mentioned in various NOC's issued by different organization of State/Central Government from time to time.
9. No activities/Use shall be permitted in the premises other than as prescribed in Broucher / Allotment letter/Lease deed.
10. Building shall not be occupied before getting completion certificate from the Authority.
11. If there is any dispute arises related with ownership of the property, it would be sole responsibility of the owner.
12. During construction period, building material shall be placed in such a way that no traffic movement should be blocked.
13. The allottee has to follow all directions/ orders issued by National Green Tribunal/ Code/Commissions from time to time
14. No parking of any kind shall be permitted outside premises and adjoining road of the plot.
15. No ground water shall be allowed to extract for construction of the building, without prior permission of Central Ground Water Authority.
16. Provision of Rain Water Harvesting and solid waste Management shall be made as per norms.
17. At the time of completion of project, Service shall be provided as per norms in service floor otherwise area of service floor shall be counted in main FAR.
18. Allottee has to take STP water from NOIDA Authority for building construction.


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19. The construction work will be started only after getting Environmental NOC under relevant act. (If Applicable).
20. The construction work beyond the height of 30 mtrs. Shall be done after getting NOC from Airport Authority (If Applicable)

113

The details of Floor wise proposed area is as follows:

PLOT AREA- 8100.00
PERMISSIBLE GROUND COVERAGE- **4860.000**
PROPOSED GROUND COVERAGE- **4226.49**
PERMISSIBLE FAR- **10530.000**
PROPOSED FAR- **4216.793**
No. of DWELLING UNITS-
TOTAL PROPOSED AREA- (FAR+NON FAR)- **4226.49**

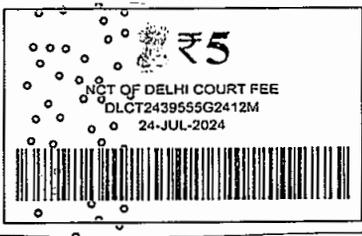
Yours Faithfully,

For New Okhla Industrial Development Authority

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MEENA BHARGAVA
BHARGAVA Date: 2025.02.21
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(Meena Bhargava)

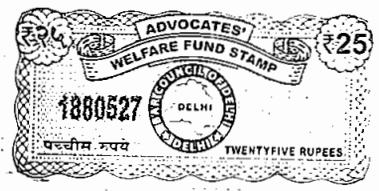
GM Planning


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Vakalatnama



Original Application No. 827/2024

News Item titled "Noida authority dumping treated water into drains, alleges activist" appearing in the Hindustan Times dated 11.06.2024.

I/we New Okhala Industrial Development Authority, PO- NOIDA, Distt. Gautam Budh Nagar, UP Through its chief legal Advisor the undersigned do hereby nominate and appoint **Mr. Rachit Mittal, Advocate** to be counsel in the above matter and for me/us and on my/our behalf to appear, plead act and answer in the above Court or any appellate Court or any Court to which the business is transfer in the above matter, and to sign and file petitions, statements accounts, exhibits, compromises or other document whatsoever, in connection with the said matter arising there form, and also to apply for and receive all documents or copies of document, depositions, etc. and to apply for issue of summous and other writs of subpoena and to apply for and get issued any arrest, attachment of other execution warrant or order and to conduct any proceeding that may arise thereout and to apply for and receive payment of any or all sums or submit the above matter to arbitration.

Provided, However, if any part of the Advocate's fee remains unpaid before the first hearing of the case or if any hearing of the case be fixed beyond the limits of the town, them, and in such and event my/our said advocate shall not be bound to appear before the court and if may/our said advocate deth appear in the said case he shall be entitled to an outstation fee and other expenses of traveling, lodging, etc. Provided ALSO that if the case be dismissed by default, or if it be proceeded ex-parte, the said advocate (s) shall not be held responsible for the same. And all whatever my/our said advocate (s) shall I lawfully do. I do here by agree to and shall in future ratify and confirm.

ACCEPTED:
I.....*Rachit Mittal*.....Advocate

RACHIT MITTAL
Advocate, Supreme Court of India,
MZ-25, Ansal Fortune Arcade
SEctor-18, Noida-201301
Uttar Pradesh

Enst- D/1041/2011
Email: rachit@rmlawchambers.in
Ph: 9873997047

Signature of Client.....
एस० पी० सिंह
विधि अधिकारी
नोएडा

For and on behalf of New Okhla Industrial
Development Authority Distt. Gautam Budh Nagar.