

BEFORE THE HONORABLE NATIONAL GREEN  
TRIBUNAL AT PUNE.

(Western Zone Bench)

ORIGINAL APPLICATION NO. 107 OF 2023

Pooja Hotchandrani & Others .... Applicants



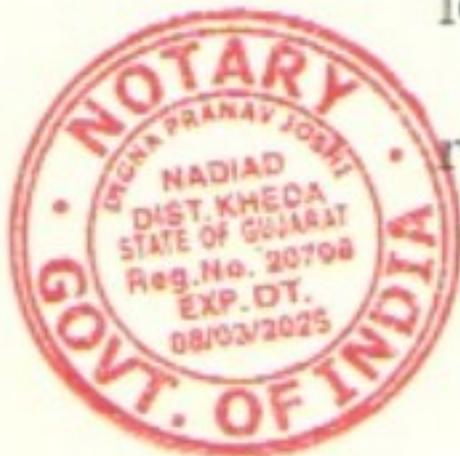
**VERSUS**

Nadiad Municipality & Others. ... Respondents

FURTHER AFFIDAVIT ON  
BEHALF OF RESPONDENT  
NO. 1 - NADIAD  
MUNICIPALITY.

I, RUDRESH JILUBHAI HUDAD working with Respondent No. 1, Nadiad Municipality do hereby state on solemn affirmation as under:-

1. In furtherance to the affidavit dated 17-11-2023, the Answering Respondent place on record following facts for its Consideration :
2. It is respectfully submitted that Answering Respondent has completed 100 % processing of legacy waste and 95 % of it is disposed of and remaining 5 % has not been disposed of because of

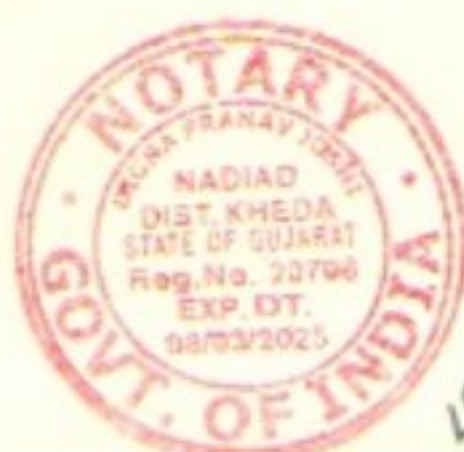


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heavy rain and same will be completed immediately after the rain is stopped – preferably within 3 weeks.

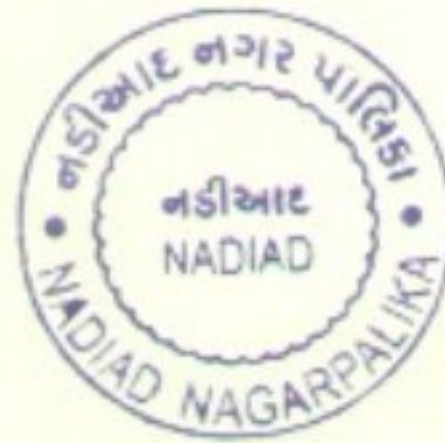
3. It is further submitted that Answering Respondent has made the arrangement of vehicles of fire brigade to extinguish the fire that may be caused while process of bio-radiation of the collected waste on being coming into touch with gas lying in the atmosphere at Kamla Solid Waste Management Site, so as to avoid any untoward event.
4. Moreover, the Answering Respondent Municipality has invited the tenders for established, operation and management of Solid Waste Plant and has completed the process of tender and executed Agreement / Contract with the said Company and has assigned the Work Order to Alwazo Solutions Pvt. Ltd. (Lead Member) and Daya Charan & Company (Other Member) of New Delhi. The said Agency / Contractor have started the construction work. At site cleaning and leveling work has started. Compound wall will be erected in no time – preferably within 4 weeks. There is some hindrance in the work because of the rain. However, the Answering Respondent has instructed the



Contractor / Agency to speed up the work. Annexed herewith and marked as **ANNEXURE - I COLLY** are the copies of the Work Order and Contract Agreement executed with the said company and answering respondent.

5. It is respectfully submitted that the respondent Municipality has been strictly following the Rules framed for Solid Waste Management Rules, 2016 and doing best to keep the environment clean and neat.
6. In view of the aforesaid facts, it is hereby requested to close the proceedings.

Solemnly affirmed at Nadiad on 02/09/2024.



RUDRESH J. HUDAD

*[Signature]*  
Chief Officer  
Nadiad Municipality

NADIAD MUNICIPALITY

RG. SERIAL No. 240864  
PAGE No. 131  
DATE 02-09-2024

*[Signature]*  
DIGNA PRANAV JOSHI  
NOTARY  
GOVT. OF INDIA

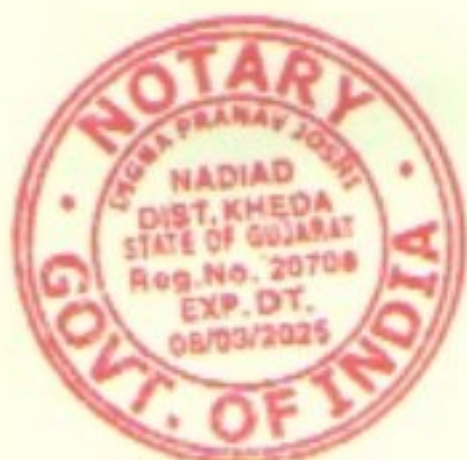


SOLEMNLY AFFIRMED  
BEFORE ME

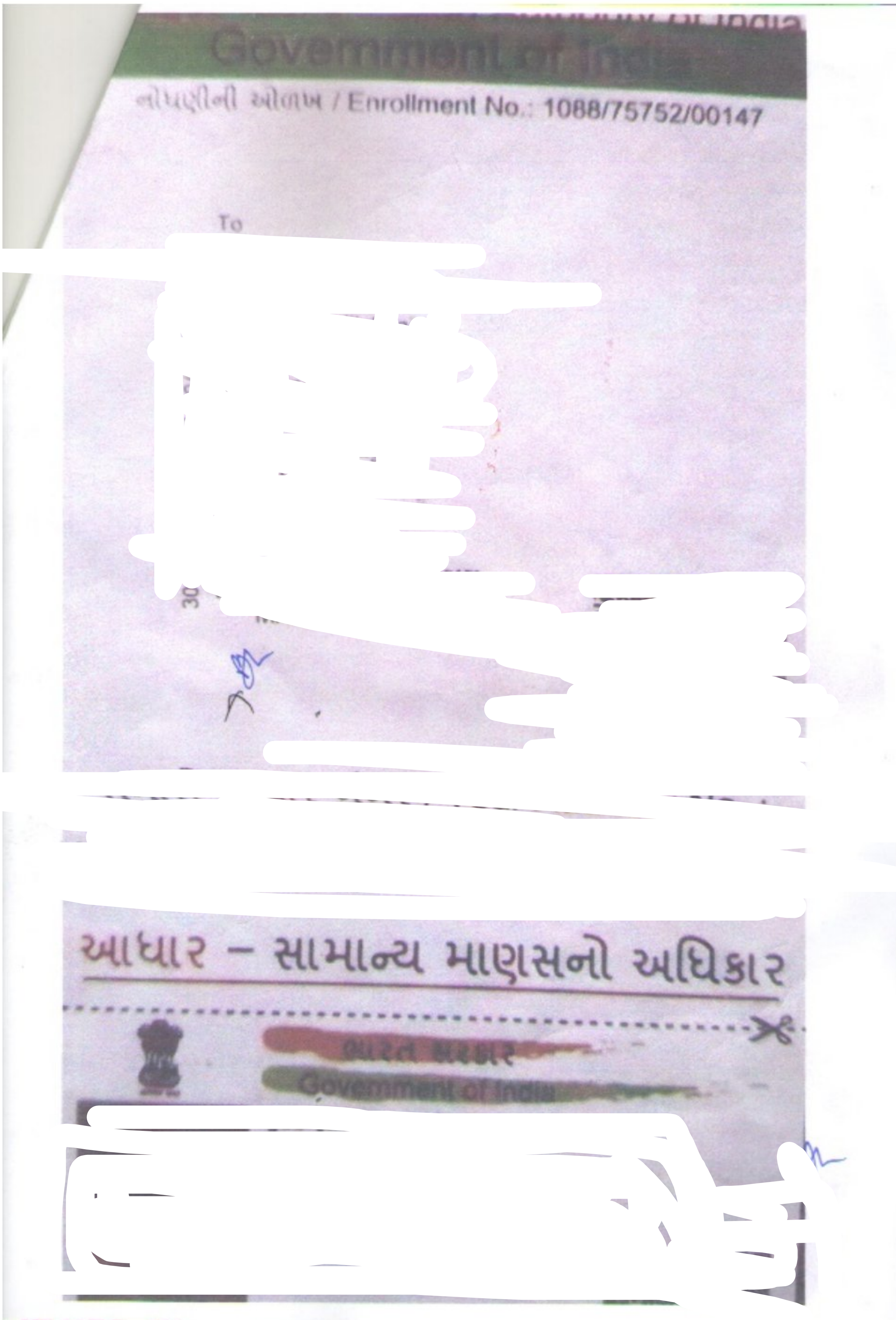
*[Signature]*  
DIGNA PRANAV JOSHI  
NOTARY  
GOVT. OF INDIA

Person Identified & Verified by  
the document  
Name R. J. Hudad  
EC PAN DRIV. PASSPORT NO.

ADHAR NO. 623574459285



NO. SERIAL NO. \_\_\_\_\_  
 PAGE NO. \_\_\_\_\_  
 DATE \_\_\_\_\_  
 DIGITAL SIGNATURE \_\_\_\_\_





# NADIAD MUNICIPALITY

Administrator (Off.) (0268) 2550217  
Municipal Office (0268) 2551376/77  
Fax No (0268) 2551378

E-mail: nadiadmunicipality@yahoo.com  
Website: www.nadiadmunicipality.com

Post. Box No. 8,  
Municipal Office,  
Sardar Udhyan,

NADIAD-387001.  
Dist.: KHEDA.

Letter No. B-514/24/25

Date: 21/06/2024

## Revise Work Order

To,

- (1) Alwazo Solutions Pvt. Ltd. (Lead Member)  
RZ 79-80, Gali No.1,  
Dabri Extension Main Road,  
New Delhi,
- (2) Daya Charan & Company (Other Member)  
RZ 79-80, Gali No.1,  
Dabri Extension Main Road,  
New Delhi,

Subject : Tender ID – 51292, Work for Development of solid waste processing Plant for Dry and Wet waste generated by Nadiad Municipality area on Design, Build, Operate and Maintenance, Transfer basis.

Reference : (1) Your letter No.ASPL/PB/2024-25/01  
Dt.16/05/2024  
(2) Standing Committee Resolution  
No.10, Dt.20/06/2024

According to the above subject and reference your quoted tender rates are approved. So, You are directed to start the work as per tender condition & sign the contract agreement.

Chief Officer  
Nadiad Municipality



IN-GJ33444014892470W



सत्यमेव जयते

**INDIA NON JUDICIAL**  
**Government of Gujarat**  
**Certificate of Stamp Duty.**

Certificate No.	: IN-GJ33444014892470W
Certificate Issued Date	: 23-Jul-2024 04:55 PM
Account Reference	: IMPACC (AC)/ gj13263711/ NADIAD/ GJ-KD
Unique Doc. Reference	: SUBIN-GJGJ1326371184558013049567W
Purchased by	: SAURABH AGGARWAL
Description of Document	: Article 5(h) Agreement (not otherwise provided for)
Description	: AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: ALWAZO SOLUTION PVT LTD AND DAYA CHARAN AND COM
Second Party	: NADIAD MUNICIPALITY
Stamp Duty Paid By	: ALWAZO SOLUTION PVT LTD AND DAYA CHARAN AND COM
Stamp Duty Amount(Rs.)	: 1,000 (One Thousand only)



**QIE 0008967176**

**Statutory Alert**

1. The authenticity of this Stamp certificate should be verified at "www.slcsstamp.com" or using e-Stamp Mobile App of Stock Holding.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. In case of any discrepancy please inform the Collector, Nadiad.

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**CONTRACT AGREEMENT**

Stamp No. IN-GJ33444014892470W


This agreement, made on 23.07.2024, between the NADIAD NAGARPALIKA (Here in after called as "the Authority") of the one part and (1) M/S ALWAZO SOLUTIONS PRIVATE Ltd- Lead Member and (2) Daya Charan & Co. with Joint ventures (here in after called "the Bidder/Contractor") of the second part.

**WHEREAS**

- a) Authority is desirous for execution of work regarding "Development of Solid Waste Processing Plant for Dry and Wet Waste Generated by ULBs as per SWM Rules 2016 including Design, Build, Operate and Transfer of facilities for a period of Seven years for Nadiad City."
- b) Authority had accordingly invited proposals by its Tender Notice No. 01 of 2023-24 & Tender Id 51292 dated 28-02-2024 for selection of a contractor. After evaluation of the bids received from the different bidders, Authority had accepted the proposal of the "Contractor" for the work stated in (a) above and as per requirements of the Request for Proposal (RFP) and issue Wo No. B/514/24-25 dt. 21.06.2024 for the execution and completion of such Works and the remedying of any defects therein, at a contract price of INR 69,82,36,000/-.

Development of Solid Waste Processing Plant for Dry and Wet Waste Generated by the ULBs on Design, Build, Operate and Transfer Basis for Nadiad Nagarpalika, Ahmedabad Zone as mentioned below:

1

  
Chief Officer  
Nadiad Municipality

For Alwazo Solutions Pvt. Ltd.

  
Director

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S. NO.	DETAILS OF WORK	Work for Development of Solid Waste Processing Plant for Dry and Wet Waste Generated by Nadiad Municipality area on Design, Build ,Operate and Maintenance, Transfer basis (Tender Id – 51292)
		274 TPD
1	TONNAGE PER DAY	WET WASTE: 187 MT DRY WASTE: 87 MT
2	RATE PER TON ( as per tender )	Rs. 700/- per MT
3	CAPITAL COST	Rs. 21.49 (In Cr.)
4	O&M COST (rate per ton i.e. Rs. 700/-x tonnage per day x 30 days x 84 months)	Rs. 48.336 (In Cr.)
5	TOTAL COST OF THE PROJECT(capital cost+ O&M cost)	Rs. 69.8236 (In Cr.)

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Authority to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Authority to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.

2

  
Chief Officer  
Nadiad Municipality

For Alwazo Solutions Pvt. Ltd.

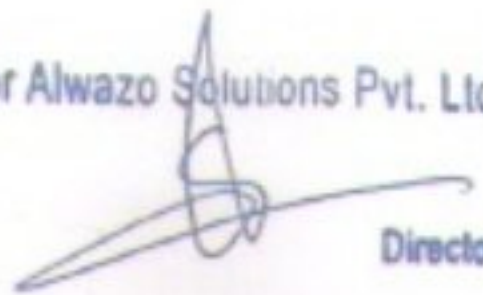
  
Director

3. The Authority hereby covenants to pay the Bidder in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The Authority shall provide the land as per the requirements of the Contractor which will be free from the legacy/fresh waste and other encumbrances/encroachments.
5. For Operation and Maintenance for 7 Years, Rs. 700/- Per MT basis on the quantity of the waste received, will be paid to the contractor by the Authority which amount is inclusive of all taxes.
6. (1) M/S. ALWAZO SOLUTIONS PRIVATE LIMITED.- LEAD MEMBER is completely responsible for construction, operation, complete billing, supply, payment, representation, Liability, follow-up, compensation and opinion and also have ownership of the output products.
7. The construction period of 15 months will be commenced from the date of issuance of CTE for the site.
8. **Payment Terms:** Payments for construction work related to the facility shall be made on a bill-to-bill basis on the submission of invoices upon completion of specified part-phases of the construction period whichever is suited earlier. Payments will be processed as per tender Condition after receipt and verification of each invoice. Payments for O&M work related Will be made on monthly basis on the submission of the invoices for Operation and Maintenance (O&M) services by the contractor. Payment for O&M services will be processed as per tender Condition after receipt of each invoice.

3

  
 Chief Officer  
 Nadiad Municipality

For Alwazo Solutions Pvt. Ltd.

  
 Director

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9. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- i. THIS AGREEMENT
- ii. LETTER OF ACCEPTANCE ( WORK ORDER )
- iii. NOTICE INVITING BID
- iv. BID DOCUMENT ISSUED BY THE AUTHORITY AND ITS SUBSEQUENT AMENDMENTS AND CORRIGENDUM
- v. BIDDER'S BID
- vi. REQUEST FOR PROPOSAL (RFP) DOCUMENT INVITED BY AUTHORITY THROUGH TENDER NOTICE NO. 01 OF 2023-24 & TENDER ID 51292 DATED 28.02.2024
- vii. CONDITIONS OF CONTRACT (INCLUDING ALL CONDITIONS OF CONTRACT)
- viii. SPECIFICATIONS, DRAWINGS AND SITE MAP
- ix. ANY OTHER DOCUMENT LISTED IN THE CONDITION OF CONTRACT FORMING PART OF THE CONTRACT
- x. LEASE AGREEMENT EXECUTED BETWEEN AUTHORITY AND CONTRACTOR
- xi. JOINT VENTURE AGREEMENT

10. The work will be executed strictly according to specifications and drawings relating to the work as indicated in the RFP document and subsequent Amendment-Clarifications Addendum- Corrigendum. The schedule of items of work to be carried out will be as per approved RFP.

For Alwazo Solutions Pvt. Ltd.

For the Authority

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11. All correspondence and modifications of proposed offer and acceptance letter will form part of this agreement.

12. The work will be executed on site is Purely related to Solid waste management Work any other work rather than solid waste management are strictly prohibited. The contractor is found to use the land for any other activity except Solid waste management work it will lead them towards termination of the contract and decision of the Authority related to that will be final.

13. With this agreement contractor is bound to work as per Solid waste management Rules and any other guidelines which are related to Solid waste management. During tenure period contractor is bound to obey any Amendments in any Rules and guidelines.

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

AUTHORITY



Chief Officer

Nadiad Municipality

WITNESS

(1)

(2) *Per A B. B. B.*

5

BIDDER / CONTRACTOR

For Alwazo Solutions Pvt. Ltd.



Director

M/S ALWAZO SOLUTIONS PRIVATE Ltd

LEAD MEMBER & IN JOINT VENTURE

Daya Charan & Co. – OTHER MEMBER

For DAYA CHARAN & CO.



Prop.



IN-GJ33442905608877W



सत्यमेव जयते

**INDIA NON JUDICIAL**  
**Government of Gujarat**  
**Certificate of Stamp Duty**

Certificate No.	: IN-GJ33442905608877W
Certificate Issued Date	: 23-Jul-2024 04:55 PM
Account Reference	: IMPACC (AC)/ gj13263711/ NADIAD/ GJ-KD
Unique Doc. Reference	: SUBIN-GJGJ1326371184557025033864W
Purchased by	: SAURABH AGGARWAL
Description of Document	: Article 5(h) Agreement (not otherwise provided for)
Description	: AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: ALWAZO SOLUTION PVT LTD AND DAYA CHARAN AND COM
Second Party	: NADIAD MUNICIPALITY
Stamp Duty Paid By	: ALWAZO SOLUTION PVT LTD AND DAYA CHARAN AND COM
Stamp Duty Amount(Rs.)	: 300 (Three Hundred only)



**QE** 0008967174

**Scrutiny Alert:**

1. The authenticity of this Stamp certificate should be verified at "www.theindiastamp.com" or using a Stamp Mobile App of Stock Holding.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The duty of checking the authenticity is on the user of the certificate.
4. In case of any discrepancy, please inform the Competent Authority.

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**LAND LEASE AGREEMENT**  
Stamp No. – IN-GJ33442905608877W

THIS LEASE AGREEMENT is made on the 01/08/2024 day of Thursday at Nadiad  
Nagarpalika, Nadiad, Gujarat.


**BETWEEN**

**THE CHIEF OFFICER, NADIAD NAGARPALIKA**, having its Registered / Head Office at Nagar Seva Sadan, Nr. Sardar Udhyan, Nadiad, District- Kheda, Gujarat, represented herein by its authorized representative **SH. RUDERSH J HUDAD**, herein after referred to as **LESSOR / FIRST PARTY** (which expression shall unless the context does not so admit includes its successors and assigns) of the ONE PART.

**AND**

**M/S ALWAZO SOLUTIONS PRIVATE LIMITED (Lead Member)** having registered address at RZ-79-80 Dabri Extension (Main), Dabri, New Delhi-110045. **IN JV WITH M/S DAYA CHARAN AND COMPANY (Second Partner)** having registered address at RZ-79-80 Dabri Extension (Main), Dabri, New Delhi-110045. Represented by authorized representative **MR. SAURABH AGGARWAL (Director)** having its head office at **RZ-79-80 Dabri Extension (Main), Dabri, New Delhi-110045** (herein after referred to as the **LESSEE / SECOND PARTY** which expression shall unless the context does not so admit include his heirs, its executors, administrators, legal representatives and permitted assigns successors and permitted assigns) of the OTHER PART.

**WHEREAS CHIEF OFFICER, NADIAD NAGARPALIKA – Lessor / First Party** handed over the land at Kamla, Taluka – Nadiad, Dist. – Kheda, Survey No. – 49/1,2,50,53 and at Manjipura, Taluka – Nadiad, Dist. – Kheda, Survey No. 104,105 as per Measurement sheet, District Land Record Office, Kheda – Nadiad, Measuring – 15.1250 Acres (61209 Square Meters) to the **M/S ALWAZO SOLUTIONS PRIVATE LIMITED (Lead Member) . IN JV WITH M/S DAYA CHARAN AND COMPANY (Second Partner) – Lessee / Second Party** for the **Development of Solid Waste Processing Plant for Dry and Wet Waste Generated by the ULBs on Design, Build,**

  
**Chief Officer**  
Nadiad Nagar Palika

For Alwazo Solutions Private Limited

  
Director

Operate and Transfer Basis with Operation and maintenance for 7 Years. For Nadiad Nagarpalika, Ahmedabad Zone, Gujarat.

WHEREAS THE SECOND PARTY OR LESSEE has been awarded work order dated 21/06/2024, No: B/514/24/25 by Nadiad Nagarpalika, for Development of Solid Waste Processing Plant for Dry and Wet Waste Generated by the ULBs on Design, Build, Operate and Transfer Basis with Operation and maintenance for 7 Years. For Nadiad Nagarpalika, Ahmedabad Zone.

WHEREAS THE FIRST PARTY OR LESSOR under this land lease agrees to give permission for establishment of 15.1250 Acre land for Development of Solid Waste Processing Plant for Dry and Wet Waste Generated by the ULBs on Design, Build, Operate and Transfer Basis with Operation and maintenance for 7 Years. For Nadiad Nagarpalika, Ahmedabad Zone. at Kamla and Manjipura as per above. for which lease rent will be Rs. NIL/Sq. Per annum for the period of 7 years from date of this Agreement or from the date of possession of the said land is handed over to it, whichever is earlier for the said project. Provided that THE SECOND PARTY OR LESSEE shall comply with all the rules, regulation and conditions as per the Bid Documents & Work Order. Agreement stamp No. – IN-GJ33444014892470W signed on date – 23/07/2024 during the period of contract and construction, operation & Maintenance of the plant as per the CPCB/GSPCB/MOEF&CC.NGT guidelines.

WHEREAS, in pursuance of the awarded work to THE SECOND PARTY OR LESSEE, THE FIRST PARTY OR LESSOR has leased out a plot of land for Development of Solid Waste Processing Plant for Dry and Wet Waste Including Operations and Maintenance for the period of 7 years starting from 23/07/2024 under the name of THE SECOND PARTY OR LESSEE.

WHEREAS THE FIRST PARTY OR LESSOR on the application made by THE SECOND PARTY OR LESSEE, agreed to grant him on lease (lease agreement) for above said purpose as described in the Tender conditions hereunder.



**Chief Officer  
Nadiad Municipality**

For Alwazo Solutions Private Limited



Director

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**NOW THIS LEASE AGREEMENT WITNESSTH AS FOLLOWS:**

1. In pursuant to the Law / Rules and Regulation applicable for entering into the Lease agreement / allotment of land etc. for the **Lessor / First Party**, this Lease agreement has been entered into and as such, the above-mentioned Law / Rules and Regulation will strictly adhere to the both parties of this Lease agreement in all terms. Further, this Lease agreement would be treated as the final agreement for the lease.
2. The said land is more clearly shown in the attached Plan and therein marked red in the same (herein after referred to as "the premises") with their appurtenances unto the **Lessee / Second Party** for the specific term of 7 years from date of this Agreement or from the date of possession of the said land is handed over to it, whichever is earlier except and always reserving to the **Lessor / First Party** and his successors or assignees.
3. The First Party shall be having full right and title to all mines and minerals in and under the premises (leased area) or any part thereof. The Second Party shall be having no concerns with the mines and minerals beneath the leased area.
4. The period of lease is renewable on expiry of 7 years on satisfaction / payment of Annual Ground Rent, Lease Premium and any other charges as applicable at the time of renewal.
5. Under no circumstances, the right of ownership of the land will be transferred to any party. The leased-out land should be used only for **Development of Solid Waste Processing Plant for Dry and Wet Waste Generated by the ULBs on Design, Build, Operate and Transfer Basis with Operation and maintenance for 7 Years, for Nadiad Nagarpalika, Ahmedabad Zone** purpose.
6. The Letter of Allotment (Work Order) issued to the **Lessee / Second Party** for allotment of land shall be treated as a part of this agreement.
7. That the **Lessee / Second party** will obey and follow to the Rules of Municipal or other competent authority now existing or hereafter to exist so far as the same relate to the




**Chief Officer  
Nadiad Municipality**

For Alwazo Solutions Private Limited




Director

14. That **Lessee / Second Party** will permit the members, officers and subordinates of the **Lessor / First Party** and other persons employed by them from time to time and at all reasonable times of the day during the said term to enter into and upon the demised premises.
15. That the **Lessee / Second Party** will not make any excavation upon any part of the demised premises (except for foundation of building and for leveling and dressing the area) nor remove any stone, sand, gravel, clay, earth or any other materials there from.
16. That the **Lessee / Second party** will be responsible to make good the damage if by fire, tempest, flood or violence of any army or a mob or other irresistible force, any material part of the demised premises if wholly or partly destroyed or rendered substantially or permanently unfit for building purpose. For this **Lessee / Second Party** shall have to insure said property through proper insurance policy.
17. That **Lessee / Second Party** shall construct and complete the said buildings and put the demised premises with the buildings constructed thereon to use herein before mentioned within **Twelve months** from the date of this Agreement or from the date of possession of the said land is handed over to it, whichever is earlier provided that the **Lessor / First Party** may at its discretion extend the time herein before provided if in his opinion the delay is caused for reasons beyond the control of the **Lessee / Second Party**. Provided that unutilized land of the allotted plot or plots shall revert to the Corporation on the expiry of the prescribed / extended period for starting production / expansion of the unit.
18. If during the terms of the lease agreement, the **Lessee / Second Party** or his workmen or servants shall,
- (i) If the **Lessee / Second Party**, being a registered or unregistered Partnership Firm or a Cooperative Society, is dissolved and no successor in interest is appointed within 60 (sixty) days of its dissolution the **Lessor / First Party** shall be entitled to terminate this Land Lease Agreement by giving 03 proper notice to the Second Party.

  
**Chief Officer**  
**Nadiad Municipality**

For Alwazo Solutions Private Limited

  
 Director

19. The Lessee/Second Party shall submit the invoices/Bills of the specified part-phases of the construction period and of the O&M work and the same will be released by first party as per tender condition.
20. All legal proceedings for breach of the conditions, aforesaid shall be lodged only before the Court of law situated at Nadiad - Kheda jurisdiction only.
21. Any, notice required to be served hereunder shall be deemed to have been sufficiently served on the Lessee / Second Party if served by Registered Acknowledgement Due Post or Speed Post to the Lessor / First Party and the shall be deemed to have been made at the time of which the registered letter would in the ordinary course be delivered even though returned un-served on account of the refusal by the Lessee / Second Party or otherwise howsoever.
22. The leased land shall revert back to the First Party / Lessor on expiry of the prescribed unless the same is extended period.
23. The Stamp and Registration Charges on this Lease Agreement shall be borne by the Lessee / Second Party.

IN WITNESS WHEREOF THE parties hereto have hereunto set and subscribed their respective hands this day and year first hereinabove written.

#### Schedule of Property

All that the plot of land numbered at Kamla, Taluka – Nadiad, Dist. – Kheda. Survey No. – 49/1,2,50,53 and at Manjipura, Taluka – Nadiad. Dist. – Kheda. Survey No. 104,105 as per Measurement sheet, District Land Record Office, Kheda – Nadiad. Measurement 61,209 Sq.mt. be the same a little more or less, bounded:

  
Chief Officer  
Nadiad Municipality

For Alwazo Solutions Private Limited


  
Director

On the North by - STP  
 On the South by - Lagu Canal  
 On the East by - Survey No - 106  
 On the West by - Survey No - 42

IN WITNESS HEREOF THE parties hereto have set their hands this day of the month of Dt.  
 01/08/2024.

  
 Signature for and on behalf of  
 Lessor / First Party

**RUDERSH J HUDAD**  
**CHIEF OFFICER**  
**NADIAD NAGARPALIKA**

For Alwazo Solutions Private Limited  
  
 Director  
 Signature for and on behalf of  
 Lessee / Second Party

**SAURABH AGGARWAL**  
**DIRECTOR**  
**M/S ALWAZO SOLUTION PVT. LTD.**

Signature of witness no. (1):

Name - Kinnariben C Shah  
 Address: President Nadiad Nagarpalika

Signature of witness no. (2): 

Name - Parin A Brahmbhatt  
 Address: Chairman, Standing Committee, Nadiad Nagarpalika