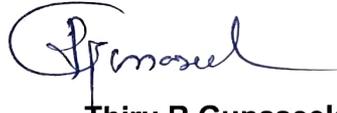


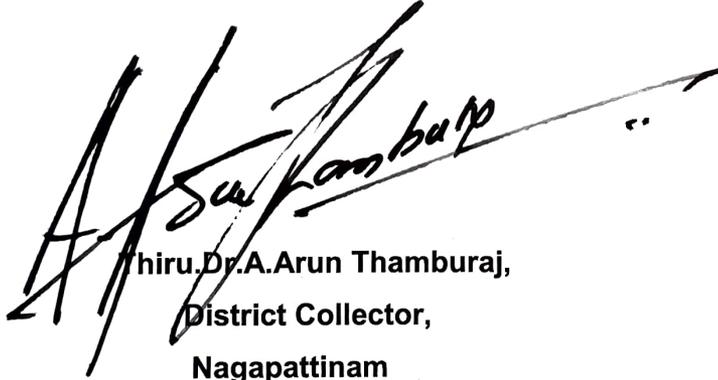
JOINT INSPECTION REPORT IN CONNECTION WITH HONB'LE NATIONAL GREEN TRIBUNAL (SZ), CHENNAI ORDER DATED 01.06.2021 IN O.A. NO. 131 OF 2017 FILED BY THIRU. SYED MOHAMMED KALIFA SAHIB, NAGAPATTINAM VERSUS DISTRICT COLLECTOR, NAGAPATTINAM AND COMMISSIONER, NAGAPATTINAM MUNICIPALITY.



Thiru. P.Egaraj,
Municipal Commissioner,
Nagapattinam Municipality,
Nagapattinam.



Thiru.R.Gunaseelan,
District Environmental Engineer(i/c),
Tamilnadu Pollution Control Board,
Nagapattinam.



Thiru. Dr. A. Arun Thamburaj,
District Collector,
Nagapattinam

JOINT INSPECTION REPORT IN CONNECTION WITH HONB'LE NATIONAL GREEN TRIBUNAL (SZ), CHENNAI ORDER DATED 01.06.2021 IN O.A. NO. 131 OF 2017 FILED BY THIRU. SYED MOHAMMED KALIFA SAHIB, NAGAPATTINAM VERSUS DISTRICT COLLECTOR, NAGAPATTINAM AND COMMISSIONER, NAGAPATTINAM MUNICIPALITY.

I. BRIEF OF THE O.A.NO.131 OF 2017

It is submitted that Thiru. Syed Mohammed Kalifa Sahib, Nagapattinam has filed an Application in O.A. No. 131 of 2017 before the Hon'ble NGT (SZ), Chennai against the following two respondents regarding non-compliance of Solid Waste Management Rules, 2016 by Nagapattinam Municipality.

- 1) District Collector, Nagapattinam, and
- 2) Municipal Commissioner, Nagapattinam.

Further, it is submitted that the Hon'ble NGT (SZ), Chennai in its earlier order dated 21.01.2021 has directed as follows.

- ❖ ***The Nagapattinam Municipality has to produce the performance guarantee amount of Rs.15 Lakhs to Tamilnadu Pollution Control Board within a period of one month, failing which the Pollution Control Board is directed to take appropriate action against the Municipality for non-compliance of this direction for realization of amount as the amount will have to be forfeited if the work is not completed as undertaken by them.***
- ❖ ***Any extension of time sought for by them will be subject to further compensation payable as directed by the principle bench in O.A.No. 606 of 2018.***
- ❖ ***The Committee as well as the Pollution Control Board are directed to submit the report to this Tribunal regarding the progress of the***

implementation of Solid Waste Management Rules, 2016 in Nagapattinam Municipality as directed by this Tribunal in the earlier orders on or before 19.04.2021 by e-filing in the form of searchable PDF/OCR Supportable PDF and not in the form of image PDF along with necessary hardcopies to be produced as per Rules.

- ❖ ***The Nagapattinam Municipality also directed to file their further progress report regarding the implementation of Solid Waste Management Rules, 2016 and disposal of the legacy waste before the hearing date.***

Based on the order of the Hon'ble NGT, Chennai dated 21.01.2021, the Joint Committee has inspected the MSW Processing Facility, legacy waste processing facility, MCCs, STPs and Bio Methanation Plant on 16.04.2021 located at Nagapattinam Town and Nagore Town and submitted the Joint Committee Report to the Hon'ble NGT(SZ), Chennai.

Further, it is submitted that the Hon'ble NGT (SZ), Chennai in its latest order dated 01.06.2021 has directed the TNPC Board, the Joint Committee and Nagapattinam Municipality to submit the further progress report, status report and action taken report on or before 30.06.2021 by e-filing in the form of searchable PDF/OCR Supportable PDF and not in the form of image PDF along with necessary hardcopies to be produced as per Rules.

Based on the above order of the Hon'ble NGT, Chennai, the Joint Committee comprising of District Collector, Nagapattinam, Municipal Commissioner, Nagapattinam and District Environmental Engineer, TNPC Board, Nagapattinam has inspected the MSW Processing Facility, Legacy Waste Processing Facility, MCCs, STPs and Bio Methanation Plant on 25.06.2021 located at Nagapattinam Town and Nagore Town and the report is submitted as follows.

II. SOLID WASTE MANAGEMENT BY NAGAPATTINAM MUNICIPALITY

Nagapattinam Municipality is District headquarters of Nagapattinam. It is a selection grade Municipality having population of 102905 as per 2011 census. It consists of 36 wards. Municipality generates solid wastes of 32 Ton per day.

Municipality has two solid wastes processing facility, one at Nagapattinam town and another one at Nagore town. The breakup details of solid wastes generation are tabulated as below.

1) Solid waste generation details in Nagapattinam Municipality

Sl.No	Type of Waste	Waste generation in Nagapattinam Municipality (Ton/Day)		Total Quantity in (Ton/Day)
		Nagapattinam Town	Nagore Town	
1	Compostable Waste	14.00	5.00	19.00
2	Dry Waste (including Plastic,)	3.50	1.10	4.60
3	Inerts	3.70	1.50	5.20
4	Others (Silt)	2.25	0.95	3.20
Total		23.45	8.55	32.00

2) Details of vehicles used for collection of solid waste

Sl.No	Name of Vehicles	Purpose	Vehicles available in Nagapattinam Municipality		Total Vehicle available
			Nagapattinam Town	Nagore Town	
1	Light Commercial Vehicle (LCV)	Door to Door Collection	6	2	8
2	Battery Operated Vehicle (BOV)	Door to Door Collection	5	4	9
3	Tipper Lorry	Other than Door to Door Collection	3	1	4
4	Compactor	For Bins Collection	1	1	2

3) Manpower available for solid waste management

SI.No	Description	Total Man Power available
1	Municipal Health Officer (MHO)	1
2	Sanitary Inspector	2
3	Sanitary Supervisor	13
4	Animated Supervisor (on Contract)	2
5	Animators (on Contract)	9
6	a. Sanitary Workers (Permanent – 92) b. Sanitary Workers (Outsourcing – 145)	237
7	Drivers	14

III. DETAILS OF SOLID WASTE PROCESSING FACILITY IN NAGAPATTINAM MUNICIPALITY

Out of 32 Ton of solid waste generation daily, 19 Ton is the compostable waste which is processed in the Micro Compost Centres (MCCs) and also Onsite Compost Centres (OCCs). The Municipality has two MCCs in Nagapattinam Town and one MCC at Nagore Town to process bio degradable waste generated from the nearby wards.

A) DETAILS OF MICRO COMPOST CENTRES (MCCs).

1) *Micro Compost Centre (MCC-1):*

The above MCC is located at existing MSW Processing facility at Nagapattinam with a capacity of 5 MT/Day. It covers 13 wards with household of 7581 Nos and population of 30733. During inspection, the MCC was under operation. It was reported by the Municipal Commissioner that the MCC has started its operation since last week only due to damage of MCC Shed and other facilities by Nivar and Puravi Cyclones. Also, the Commissioner has assured that the solid will be processed through

this MCC regularly. The municipality has already obtained Authorisation under Solid Waste Management Rules, 2016 with validity upto 31.03.2020.

2) Micro Compost Centre (MCC-2):

The above MCC is located at back side of Government Hospital, Nagapattinam with a capacity of 5 MT/Day which was under operation during inspection. It covers 12 wards with household of 9125 Nos and population of 36381.

3) Micro Compost Centre (MCC-3):

The above MCC is located at Nagore Town with a capacity of 5 MT/Day which was under operation during inspection. It covers 11 wards with household of 8075 Nos and population of 35791.

❖ Onsite Compost Centre (OCCs):

The Municipality has also provided Onsite Compost Centre (OCCs) at 6 locations in Nagapattinam Town and 2 locations in Nagore Town to process about 2 MT/Day of segregated bio degradable solid waste generated from the nearby houses.

The Municipality has applied for authorisation under Solid Waste Management Rules, 2016 for all three MCCs and the application has been returned for want of additional details on whether three MCC sites attract under Coastal Regulation Zone (CRZ).

❖ Utilization of manure and other wastes generated from MCCs:

Manure generated from the MCCs are being sold to the local farmers/public for agriculture purposes. Plastic wastes segregated from the above MCCs are being sold to M/s. Ultratech Cements Pvt Ltd., Ariyalur for Co – processing in Cement kiln for which Municipality has executed an agreement with them. Copy of agreement made with cement industry is submitted vide **Annexure-I**. The local body is maintaining the records for handling of solid waste.

B) DETAILS OF BIO - METHANATION PLANT:

Nagapattinam Municipality has provided Bio-Methanation Plant with a capacity of 5 MT/Day near to existing MSW Processing facility located at Nagapattinam Town. This plant was established and commissioned in the year 2018 for the generation of electric power 300-350 KW/hr which will be used for their one purposes. During inspection the Bio-Methanation Plant was not in operation. The Municipal Commissioner reported that it was not in operation due to some technical issues and assured to operate same within 7 days.

C) DETAILS OF BIO MINING PROCESSING FACILITY:

The Municipality has two bio mining processing facility to process the existing accumulated legacy waste. One is located at existing MSW Processing facility, Nagapattinam Town and another one is located at Nagore Town.

1) Bio-Mining facility at Nagapattinam Town:

The Bio Mining process is carried out to process the existing accumulated Legacy waste. The estimated total legacy waste accumulated is 10852.77 Cum over an area of 8.20 acres. The Municipality has provided the Bio Mining facility such as Feeding System, Trommel Screen, belt Conveyors with a capacity to process 90 Tons/Day (two batches). Out of 10852.77 Cum, 6894 Cum of legacy waste accumulated over an area of 3.80 acres has been processed as on 25.06.2021 by the Municipality. During inspection the Bio mining of legacy waste is under process. The local body has assured to process the remaining legacy waste on or before 31.12.2021. However, the Chairman of the Joint Committee has instructed the local body to install one more trommel screen with capacity of 90 Tons/Day so as to speed up the process and to complete the processing of remaining legacy waste within three months.

During inspection, Commissioner, Nagapattinam Municipality has informed that as per the instruction of Commissioner of Municipal Administration, Chennai revised survey on legacy waste accumulated in Nagapattinam was carried out by M/s. Step Land Survey Consultants, Pondicherry which was reviewed by Anna University, Chennai and the estimated quantity of legacy waste is 20735 Cum. DPR for the project

was submitted to the CMA on 05.02.2021. The Municipal Commissioner also informed that the bio mining of 20735 Cum of legacy waste will be carried out immediately after getting approval from Commissioner of Municipal Administration, Chennai.

2) Bio Mining facility at Nagore Town:

The Bio Mining process is carried out to process the existing accumulated legacy waste. The estimated total legacy waste accumulated is 12360 Cum over an area of 2.86 acres. The Municipality has provided the Bio Mining facility such as Feeding System, Trommel Screen, belt Conveyors with a capacity to process 60 Tons/Day (two batches). Out of 12360 Cum, 3223 Cum of legacy waste accumulated over an area of 1.60 acres has been processed by the Municipality as on 25.06.2021. During inspection the Bio mining of legacy waste is under process. The local body has assured to process the remaining legacy waste on or before 31.12.2021. However, the Chairman of the Joint Committee has instructed the local body to install one more trommel screen with capacity of 60 Tons/Day so as to speed up the process and to complete the processing of remaining legacy waste within three months.

The Municipal Commissioner also informed that revised survey on legacy waste was also carried out in this site and survey report reveals that there is no change in the quantity of legacy waste.

❖ Utilization of materials recovered from Bio Mining process

Bio earth generated from the bio mining process is used for land filling. The plastic and rubber waste recovered from the bio mining are disposed to M/s. Dalmia Cements Ltd, Ariyalur for Co – processing in Cement kiln for which Municipality has executed an agreement with them. Copy of agreement made with cement industry is submitted vide **Annexure-II**.

❖ Progress on completion of bio mining process at Nagapattinam and Nagore

It was observed that Municipality has previously carried out bio mining of legacy waste of **8030 Cum (34.60 %)** as on **16.04.2021** out of **23213 Cum**. Now the Municipality has completed bio mining of legacy waste of **10117 Cum (43.60%)** as on **25.06.2021** which shows that there was a slow progress on bio mining of legacy waste.

The Municipality has been already addressed to furnish the fortnightly report on bio mining process vide TNPC Board Letter dated 04.03.2021. But, the Municipality has not furnished fortnightly report.

IV. DETAILS OF SEWAGE TREATMENT PLANT (STP):

The Municipality has installed two Sewage Treatment Plant (STP) at Nagapattinam and Nagore Town. The Municipality has completed the underground sewerage system for 32 wards out of 32 wards and partially completed for remaining 4 wards.

1) STP at Nagapattinam Town:

The Municipality has already installed STP to treat the 9.63 MLD of sewage generated from Nagapattinam Town. Daily generation of sewage is about 3.90 – 4.20 MLD. The Municipality has obtained consent to operate under Water & Air Acts and the same is renewed upto 31.03.2020. During inspection the STP was under operation.

2) STP at Nagore Town:

The Municipality has obtained Consent to Establish (CTE) under Water & Air Acts valid upto 31.03.2022 for the STP to treat 2.96 MLD of sewage generated from Nagore Town. The Municipality has installed the STP and commissioned since April 2021. During inspection the STP was under operation.

The STP was previously inspected on 25.02.2021 and issued show cause notice under Water and Air Acts for operating the STP without obtaining CTO. The Municipality has now filed application for Consent to Operate on 25.06.2021 through OCMMS without remitting Consent Fee. Hence, the application was returned with a request to resubmit the application along with Consent Fee.

V. PERFORMANCE GUARANTEE BY NAGAPATTINAM MUNICIPALITY

The Hon'ble NGT in its order dated 21.01.2021 has directed the Municipality to produce the performance guarantee of Rs.15 Lakhs (Fifteen Lakhs Only) within a period of one month (i.e. on or before 20.02.2021) to TNPC Board within a period of one month, failing which the Pollution Control Board is directed to take appropriate action against the Municipality for non-compliance of this direction for realization of amount as the amount will have to be forfeited if the work is not completed as undertaken by them (ie., 31.03.2021). But, The Municipality has not furnished performance guarantee in time.

However, the Municipality has now furnished the copy of performance guarantee to the TNPC Board of Rs.15 Lakhs (Fifteen Lakhs Only) on 29.06.2021 with the assurance to complete the bio mining process of remaining legacy waste on or before 31.12.2021 (Copy of performance guarantee is submitted vide **Annexure-III**).

VI. PROBLEMS FACED BY THE NAGAPATTINAM MUNICIPALITY

During inspection, the Commissioner informed to Chairman, Joint Committee that the Municipality has faced the following problems on the solid waste management.

It was reported that nearly 40% of the population is in slums, hence, the revenue collection is very low (ie) only 59% of Property tax has been collected last year. Due to financial deficit of the municipality, it is not able to meet out even small maintenance and repair expenses. Almost every year the Nagapattinam is affected by the cyclone, natural disaster, flood, etc., Even last year Nagapattinam Municipality affected by Nivar, and Puravi cyclones.

1) Details of vehicles

S.No	Details of Vehicles	Sanctioned (Nos)	Available (Nos)	Shortage (Nos)
1	Light Commercial Vehicle (LCV)	18	8	10
2	Battery Operated Vehicle (BOV)	37	9	28
3	Tipper Lorry	4	4	-
4	Compactor	2	2	-

2) Details of man power

S.No	Details of Man Power	Sanctioned (Nos)	Available (Nos)	Shortage (Nos)
1	Municipal Health Officer (MHO)	1	1	-
2	Sanitary Inspector	4	2	2
3	Sanitary Supervisor	14	13	1
4	Sanitary Workers (Permanent + Outsourcing)	389	237	152
5	Drivers	14	14	-

3) Financial Status

The financial status of the Municipality is extracted in brief from the annual balance statements from the year 2016-17 onwards.

Year	Income (Rs)	Expenditure (Rs)	Deficit (Rs)
2016-17	12,47,17,011/-	15,66,31,726/-	3,19,14,715/-
2017-18	19,17,61,490/-	28,80,27,353/-	9,62,65,863/-
2018-19	21,87,50,180/-	27,19,38,991/-	5,31,88,805/-
2019-20	21,98,32,074/-	38,21,31,515/-	16,22,99,441/-

VII. CONCLUSION OF THE COMMITTEE:

- 1) As per the Hon'ble NGT order, the Municipality has to complete the bio mining process on or before 31.03.2021. But it was observed that out of existing legacy waste of 23213 Cum, only 10117 Cum (43.60%) has been processed as on 25.06.2021 and remaining 13096 Cum of waste has to be processed by the Municipality.
- 2) It was observed that there was a slow progress on bio mining of legacy waste accumulated both in Nagapattinam and Nagore.
- 3) Municipality has to install additional machinery at Nagapattinam and Nagore to speed up and to complete the bio mining process of legacy waste.
- 4) As per the revised survey of legacy waste by the Municipality, 20735 Cum waste is also available at Nagapattinam site which has to be processed immediately.
- 5) Bio Methanation Plant shall be operated immediately since it was not under operation during inspection due to technical issues.
- 6) Municipality has to operate Sewage Treatment Plant installed at Nagore Town with consent to operate of TNPC Board.
- 7) From the report furnished by the Municipality, it is observed that there is a shortage of Battery Operated Vehicles to transport the solid waste (28 Nos), Sanitary Inspector (2 Nos), Sanitary Supervisor (1 No) and Sanitary Workers (152 Nos).
- 8) From the financial status furnished by the Municipality, it is observed that financial deficit of Rs.16, 22, 99, 441/- in the year 2019-20.

VIII. RECOMMENDATION OF THE JOINT COMMITTEE

- 1) Municipality has to install additional machinery at Nagapattinam and Nagore to speed up and complete the bio mining process of balance legacy waste of 13096 Cum.
- 2) Administrative sanction shall be given early to the Municipality by Commissioner of Municipal Administration (CMA), Chennai to carry out the bio mining process of additional legacy waste of 20735 Cum available at Nagapattinam site.
- 3) Municipality has to operate the Bio Methanation Plant immediately to process the bio degradable waste.
- 4) Segregation of solid wastes at source shall be improved by providing 8 Nos of Light Commercial Vehicle (LCV) with adequate man power.
- 5) Municipality has to operate Sewage Treatment Plant installed at Nagore Town with consent to operate of TNPC Board.
- 6) The Municipal Commissioner, Nagapattinam has to ensure that the Bio- Mining of balance Legacy Waste shall be completed within six months.

Submitted status report to the Hon'ble NGT (SZ), Chennai, please.

PHOTOGRAPHS TAKEN DURING THE INSPECTION IN CONNECTION WITH HONB'LE NATIONAL GREEN TRIBUNAL (SZ), CHENNAI ORDER DATED 21.01.2021 IN O.A. NO. 131 OF 2017 FILED BY THIRU. SYED MOHAMMED KALIFA SAHIB, NAGAPATTINAM VERSUS DISTRICT COLLECTOR, NAGAPATTINAM AND COMMISSIONER, NAGAPATTIANM MUNICIPALITY.



Inspection of Micro Composting Centre (MCC-1) at Nagapattinam.



Inspection of Micro Composting Centre (MCC-2) at GH back side Nagapattinam.



Inspection of Micro Composting Centre (MCC-3) at Nagore.



Inspection of Bio Methanation Plant at Nagapattinam.



Inspection of Bio Mining Plant at Nagapattinam.



Inspection of Bio Mining Plant at Nagore.



Inspection of Sewage Treatment Plant (STP) at Nagapattinam.



தமிழ்நாடு தமில்நாடு TAMILNADU 7654 - 4.6.2018 BK 911411
 Ultratech Cement Ltd
 Reddipalayam
 T.V. Rajarathnam
 T.V. ராஜ்ரத்தினம்,
 முத்திரைத்தாள் விற்பனையாளர்
 L.1/92, No.42, புது ரோடு.
 நாகப்பட்டினம், தமிழ்நாடு.
 Cell: 95241 48260

WASTE DISPOSAL - Memorandum of Understanding

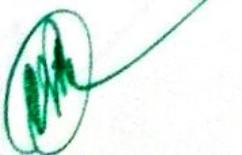
This Waste Disposal Memorandum of understanding is made on the 04th day of June 2018.

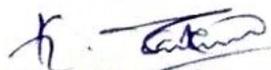
By and between

1. The NAGAPATTINAM MUNICIPALITY, Public Office Road, Kadampadi, Nagapattinam Nagapattinam District – 611001, Tamilnadu State is an autonomous body and is hereinafter referred to as "NAGAPATTINAM MUNICIPALITY".

And

2. UltraTech Cement Limited, a part of Aditya Birla Group having its Registered Office at Ahura Centre, B Wing, IInd Floor, Mahakali Caves Road, Andheri East, Mumbai – 400 093 (hereinafter referred to as "ULTRATECH")


 Commissioner,
 Nagapattinam Municipality


 Dr. K. SRIDHAR
 Joint Executive President & Unit Head

WHEREAS NAGAPATTINAM MUNICIPALITY would like to ensure disposal of various wastes generated within its area, in a safe manner.

AND WHEREAS ULTRATECH is inter-alia engaged in the manufacture of cement and building materials and has 12 integrated cement plants across India for grey and white cement.

AND WHEREAS NAGAPATTINAM MUNICIPALITY has approached ULTRATECH to give sorted wastes containing mainly plastics and tyres and UltraTech has agreed to co-process the Waste, in public interest and as part of its social initiative at its cement kilns/calciners located at the following address:

Reddipalayam Cement Works, P.O Reddipalayam, District: Ariyalur, Tamil Nadu Pin 621 704.

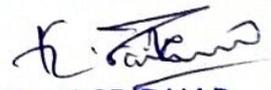
THEREFORE, THE PARTIES HERETO AGREE AS UNDER

1. That NAGAPATTINAM MUNICIPALITY is interested to dispose the sorted waste mainly plastics, paper, plastic bottles, cloths and tyres generated in its jurisdiction.

NAGAPATTINAM MUNICIPALITY has agreed to arrange for sorting of wastes and storing the same at a pre-designated place. When sufficient quantity/full-truck load is available, the same will be communicated to ULTRATECH. ULTRATECH has agreed to arrange for transportation, unloading, pre-processing and co-processing of the waste in its cement kilns/calciners. The loading will be arranged by NAGAPATTINAM MUNICIPALITY.

2. The wastes will be provided to ULTRATECH free of cost, with the following characteristics:
 - a. The wastes will contain mainly plastics, papers, plastic bottles/caps, paper cups, waste cloths, tyres and non-biodegradable and incinerable items.
 - b. The material will be free from debris, stones, construction wastes, dead animals, metals etc.
3. That the ULTRATECH will obtain all the clearances duly authorized by respective state pollution control boards to utilize the Waste and it will fully comply with all applicable laws and regulations in this regard.
4. In the event of Wastes stored by NAGAPATTINAM MUNICIPALITY does not match the required specification and characteristics (non-confirming waste), UltraTech shall have the right to reject any part of non-confirming waste, which is not suitable for co processing by the system. Such type of information should be provided to NAGAPATTINAM MUNICIPALITY and the non-confirming waste may not be lifted.

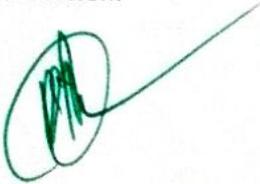

Commissioner,
Nagapattinam Municipality


Dr. K.SRIDHAR
Joint Executive President & Unit Head

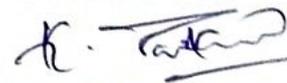
5. That this MOU will commence on the date of this MOU and will continue for 10 years and NAGAPATTINAM MUNICIPALITY confirms that the NAGAPATTINAM MUNICIPALITY and its contractors, agents and any other agency engaged by NAGAPATTINAM MUNICIPALITY will exclusively provide the sorted wastes as mentioned above to ULTRATECH only. The MOU may be terminated by either party by giving a six months advance notice and valid reason for termination.
6. No waiver of any provision of this MOU will be of any force or affect unless confirmed in writing and duly signed by the parties.
7. The illegality, invalidity or unenforceability of any provision of this MOU will not affect the legality, validity and enforceability of all other provisions that are capable of separate enforcement. In the eventuality of any term or provision of this MOU is adjudged to be illegal, unenforceable or invalid, the parties hereto agree to replace such provision which shall be as close as possible to the unenforceable or invalid term or provision.
8. This MOU constitutes the entire agreement and understanding between the parties with respect to its subject matter and this MOU can be changed or amended only by written agreement of the parties.
9. This MOU is governed by Indian Laws. Any Disputes and differences whatsoever arising under or in connection with this MOU which could not be settled by Parties through negotiations, after a period of seven (7) business days from the service of the Notice of Dispute, shall be finally settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 and any amendments thereto.

Subject to the clause no. 9, this MOU shall be subject to the exclusive jurisdiction of the competent Courts in TAMILNADU alone.

IN WITNESS WHEREOF, the parties here to have signed this MOU on the day, month and year first above written.



**Commissioner,
Nagapattinam Municipality**



Dr. K.SRIDHAR
Joint Executive President & Unit Head

For NAGAPATTINAM MUNICIPALITY



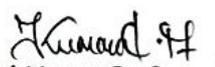

Name: Mr. N.R. Ravichandran
(The Municipal Commissioner)
Nagapattinam Municipality

For UltraTech Cement Limited




Name: Dr. K. Sridhar
Joint Executive President & Unit Head

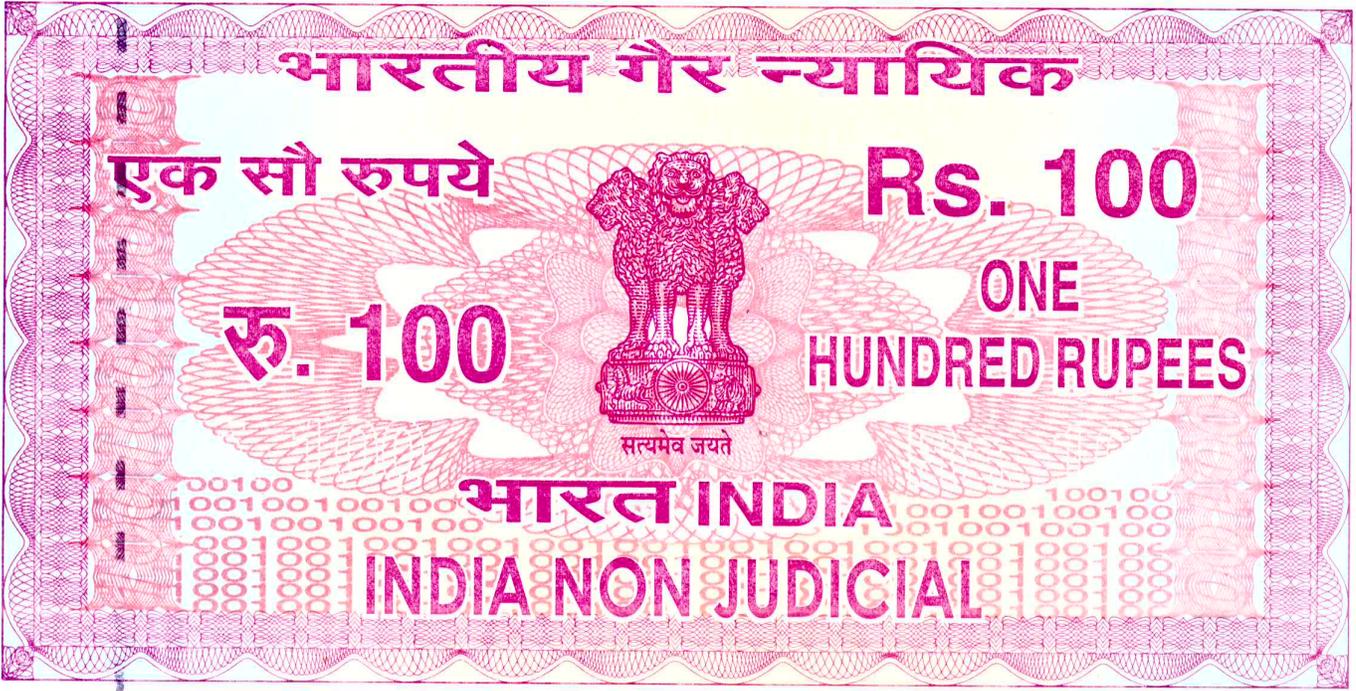
Witnesses:

1. S.C. SAMANTARAY 
2. M. KUMARAVELU 




Mr. T. Prabu MD,
Municipal Health Officer
Nagapattinam Municipality


Mr. G. P. Arasakumar
Sanitary Inspector
Nagapattinam Municipality



தமிழ்நாடு தமில்நாடு TAMILNADU

SARAM ENVIRO SERVICES

PVT LTD

CHENNAI

BX 840514

D. Kalimuthi

D. காந்திமதி,
முத்திரைத்தாள் விற்பனையாளர்
64/35, மகாதானத்தெரு, மயிலாடுதுறை
உரிமம் எண்: 7/2011

78
வ.எண்:.....
திகதி: 25-01-2020
மதிப்பு: 100 -

MEMORANDUM OF UNDERSTANDING

Between

“SARAM ENVIRO SERVICES PRIVATE LIMITED”

&

Dalmia Cement (Bharat) Ltd.,

for Co processing of RDF Waste

This waste disposal Memorandum of Understanding (“MOU”) is made on this the 25nd day of January 2020.

“SARAM ENVIRO SERVICES PRIVATE LIMITED”, a Company incorporated under the Companies Act, 1956, having its registered office at Door No.11 (New No.12), 2nd Cross Street, Royapettai Chennai - 600 014 State of Tamil Nadu, (hereinafter referred as DCBL) (Which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in business, administrators and permitted assigns) of the One Part.



“**SARAM ENVIRO SERVICES PRIVATE LIMITED**” a Company incorporated under the Companies Act, 1956 and having its head office at 70/1, Anjugam Nagar 3rd Street, Jafferkhanpet, Chennai - 600083, (hereinafter referred to as Ourland) (Which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors in business, administrators and permitted assigns) of the other Part.

WHEREAS “**SARAM ENVIRO SERVICES PRIVATE LIMITED**” having its Bio mining division is engaged inter-alia in the Manufacturing of RDF Waste. “**SARAM ENVIRO SERVICES PRIVATE LIMITED**” is in search of an economical and environment friendly method of disposing RDF waste generated during its manufacturing process (hereinafter referred to “RDF Waste”)

AND WHEREAS, DCBL, is in the business of manufacture and sale of different types and grades of cement products and has the capability to safely dispose of the waste material in an environment friendly manner in the cement manufacturing process having high temperature and long residence time (hereinafter referred to as “Co-Processing”); while simultaneously producing cement of desired quality;

AND WHEREAS, DCBL, has evaluated the samples of the RDF Waste and based on the evaluation results, **DCBL has offered to co-process the RDF waste generated by “SARAM ENVIRO SERVICES PRIVATE LIMITED” in Cement Kiln at its units in Dalmiapuram, Trichy – 621651, Tamilnadu & Thamaraikulam, Ariyalur District – 621705, Tamil Nadu**

AND WHEREAS, “**SARAM ENVIRO SERVICES PRIVATE LIMITED**” and DCBL have agreed that DCBL shall provide the services which include unloading, storage at DCBL, Preprocessing (if any), and Co- Processing of the RDF waste in the Cement Kiln (hereinafter referred to as the “Services”), subject to both the parties intimating the concerned authorities regarding the Services and complying with any additional requirement, as may be applicable or directed by the authorities for the said services.



NOW, THEREFORE, for and in consideration of mutual provisions herein contained, the parties agree as follows:

1. **“SARAM ENVIRO SERVICES PRIVATE LIMITED”** shall organize to transport the RDF waste in dedicated vehicles to DCBL Cement Plant at its own cost and risk and shall arrange to deliver the agreed quantum of the same through road transportation to DCBL, Plant for Co-processing as per the mutually agreed delivery schedule.
2. **“SARAM ENVIRO SERVICES PRIVATE LIMITED”** shall supply the RDF Waste to DCBL at Free of Cost.
3. RDF waste delivered to DCBL will meet the following specifications:
 - a. Calorific value of RDF waste will be more than 2500 kcal/kg.
 - b. Moisture: <30%
 - c. RDF waste shall be supplied in Loose Form.
 - d. Truck shall be transported with proper tarpaulin coverage during transit.
 - e. No foreign material will come along with RDF waste.
4. **“SARAM ENVIRO SERVICES PRIVATE LIMITED”** Shall supply around **30MT.** of RDF waste in a month to DCBL, as mutually agreed between the parties based on the availability and Process requirement.
5. This MoU shall be valid for a period of **24 months** from the date of execution of this MoU and upon expiry of the term hereof, this MoU may be renewed by the Parties hereto on mutually agreed terms and conditions.
6. DCBL shall be responsible for all consequences and damages to persons or property that occur due to their fault or negligence in respect of utilizing the RDF waste at its Cement Manufacturing plant after receipt of the RDF waste from **“SARAM ENVIRO SERVICES PRIVATE LIMITED”** to site at DCBL as mentioned above. OURLAND shall not be liable for any claims or damages caused to any person or property due to any accident or any untoward incident occurred at the cement manufacturing site of DCBL while unloading, storage or usage of the RDF waste.



7. The parties shall indemnify, defend and hold harmless each other from and against any and all claims, demands, fines, losses, damages, costs, , expenses, actions, suits or proceedings, injuries, monetary liability on account of death of any person, costs of response to any governmental inquiry, liability for loss of or damage to property or for loss or damage arising from attachments, liens or claims of materials, men or laborers, and reasonable attorney and consulting fees and costs relating to any of the foregoing, arising from indemnifying Party's act or omission, breach or non-conformance with the provisions contained in the MOU.
8. In case of breach of terms and conditions of this MOU by either of the Parties the other Party may issue a notice of 30 days to the defaulting Party, demanding it to remedy such breach. If the defaulting Party fails to remedy the breach within the notice period then the other Party shall have the right to terminate this MOU with immediate effect.
9. If either Party goes into liquidation or is ordered to be wound up by any court of law, the other Party shall have the right to terminate this MOU with immediate effect.
10. The Parties hereto may terminate this MOU due to business exigencies by mutual discussion, which shall be confirmed in a written document executed by Parties.

Abaman



11. The Parties shall endeavor to settle by mutual consultation any claim, dispute, or controversy arising out of, or in relation to the MOU. Any Dispute which cannot be settled within Fifteen (15) days of consultation as provided above, shall be taken to the appropriate Court of Law within the Jurisdiction of Trichy Districts, Tamil Nadu.

The MOU shall be executed simultaneously in two (2) counterpart originals, but shall, nevertheless together constitute one and the same instrument.

SIGNED AND DELIVERED for and on behalf of

“SARAM ENVIRO SERVICES PRIVATE LIMITED”, by the hand of its authorized signatory,

MANAGER

in the presence of

C. Anoop

Signature

1. T. Karunan.BE.

Signature of Witness 1,

T. KARUNAN.BE.

(Name of Witness 1)

2. P. BANDATHI

Signature of Witness 2,

P. BANDATHI

(Name of Witness 2)

“DALMIA CEMENT (BHARAT) LTD.,” by the hand of its authorized signatory,

G. KANNAN

in the presence of:

G. Kannan
Signature 

1. K. Jagannathan

Signature of Witness 1,

K. JAGANNATHAN

(Name of Witness 1)

2. M. Durai

M. DURAI

BANK GUARANTEE
ICICI Bank Limited
(Incorporated in India)



1 Bank Guarantee No` 6204NDDG00000522
2 Date :29/06/2021

3 THIS DEED OF GUARANTEE made on the 29th day of june dated 2021 by Swacch Bharath Mission
4 Nagapattinam The Commissioner, Nagapattinam Municipality Municipal Office, Nagapattinam, of
5 the one part in favour of TAMILNADU POLLUTION CONTROL BOARD (hereinafter refer as
6 "Board")address no : 76 Mount Salai Guindy Chennai 600032 of other part.

7 WHEREAS SWACCH BHARATH MISSION NAGAPATTINAM running an Bio Mining of Legacy
8 Waste at S.N.1560/2C3 Kottaiwasal compost yard Nagapattinam and S.No.266/2 Nagore in has
9 approached the TNPC Board for the purpose of the Performance Guarantee and the TNPC Board
10 having agreed to consider the request of the industry of SWACCH BHARATH MISSION
11 NAGAPATTINAM under the terms and conditions put forth in the schedule enclosed hereunder.

12 AND WHEREAS in accordance with the conditions put forth in the Honorable National Green
13 Tribunal Order dated 21.01.2021 in O.A.No.131 of 2017 (SZ) enclosed hereunder the SWACCH
14 BHARATH MISSION NAGAPATTINAM is desirous of furnishing a Bank Guarantee from SWACCH
15 BHARATH MISSION NAGAPATTINAM for the sum of Rs.15,00,000/- (Rupees Fifteen Lakh Only)
16 towards PERFORMANCE GUARANTEE Valid for the period upto 31.12.2021

17 AND WHEREAS at the request of the SWACCH BHARATH MISSION NAGAPATTINAM the Bank
18 has agreed to give its guarantee as hereinafter contained. Now this deed witnesses as follows:

19 We ICICI Bank Ltd have registered office at ICICI Bank Tower, Near Chakli Circle, Old Padra Road,
20 Vadodara, Gujarat, Pin - 390007 and branch office ICICI Bank Ltd, 52, Heber Road, Espee Complex,
21 Cantonment, Opp. Dist. Court, Trichy (Hereinafter refer as "Bank") do hereby undertake to pay the
22 Board an amount not exceeding Rs.15,00,000/- (Rupees Fifteen Lakh Only) against any non-
23 fulfillment of the conditions contained in the schedule, wholly or partly by the said SWACCH
24 BHARATH MISSION NAGAPATTINAM, and we, ICICI Bank Ltd do hereby undertake to pay the
25 amount due payable under this guarantee without any demur, merely on demand from the Board
26 stating that the amount claimed is due by non-fulfillment of the conditions in the schedule wholly
27 or partly by the said SWACCH BHARATH MISSION NAGAPATTINAM. Any such demand made on
28 the Bank shall be conclusive as regards the amount due payable by the Bank under this guarantee.
29 However our liability under this guarantee herein contained shall remain in full force and effect
30 during the period that would be taken for the performance of the said schedule and that it shall
31 continue to be enforceable till all dues of the Board under the schedule have been fully performed
32 and its claim satisfied or discharged or till the Tamil Nadu Pollution Control Board
33 (Office/Department) certifies that the terms and conditions of the said schedule have been fully
34 and properly carried out by the said SWACCH BHARATH MISSION NAGAPATTINAM and

For ICICI BANK LTD

Rajnarainan

31288
Authorised Signatory

For ICICI BANK LTD

Rajnarainan
358973
Authorised Signatory

Page 1 of 3

The beneficiary may, in its own interest, verify the genuineness of the bank guarantee by seeking confirmation of its issuance from a branch of ICICI Bank other than the issuing branch.

Regd. Office: ICICI Bank Ltd., ICICI Bank Tower, Near Chakli Circle, Old Padra Road, Vadodara, Pin code- 390 007, Gujarat
Phone : +91-265-6722286, CIN L65190GJ1994PLC021012

Note : This duplicate copy is for the exclusive records of the applicant and any request including claim made by any person based on this copy shall not be honoured by ICICI Bank.

BANK GUARANTEE
ICICI Bank Limited
(Incorporated in India)



BG Number: 6204NDDG00000522
Issuance Date: June 29 2021

35 accordingly discharges the guarantee. Unless a demand or claim under the guarantee is made on
36 us in writing on or before 31.12.2021 we shall be discharged from all liability under this guarantee
37 thereafter.

38 We ICICI Bank Ltd further agree with the Board that the Board shall have full liberty without our
39 concern and without affecting in any manner our obligation hereunder to every one of the terms
40 and conditions of the said schedule or to the extent the time of performance by the said SWACCH
41 BHARATH MISSION NAGAPATTINAM from time to time or to postpone for any time or from time
42 to time any of the powers exercised by the Board against the said SWACCH BHARATH MISSION
43 NAGAPATTINAM and forbear and enforce any of the terms and conditions relating to the said
44 schedule and we shall not be relieved of our liability by reason of any such variation, or extension
45 being granted to the said SWACCH BHARATH MISSION NAGAPATTINAM or for any forbearance,
46 act or omission on the part of the Board or any indulgence by the Board.

47 We ICICI Bank Ltd lastly undertake not to revoke this guarantee during its currency except with the
48 previous approval of the Board in writing.

SWACCH BHARATH MISSION NAGAPATTINA M of the which applied for the consent of the Board	Bank guarantee Rupees	Terms and conditions
SWACCH BHARATH MISSION NAGAPATTINA M Public Office Road,	Rs.15,00,000/- (Fifteen Lakhs Only)	The Nagapattinam Municipality should dispose the Entire Legacy Waste on or before 31.12.2021 to the satisfaction of the TNPC Board failing which the Bank Guarantee of Rs.15,00,000 (Fifteen lakhs only) will be forfeited

For ICICI BANK LTD

For ICICI BANK LTD

Rajaraman
312198
Authorized Signatory

Rajaraman
358973
Authorized Signatory

The beneficiary may, in its own interest, verify the genuineness of the bank guarantee by seeking confirmation of its issuance from a branch of ICICI Bank other than the issuing branch.

Page 2 of 3
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Kadambadi, Nagapattinam		
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49 Date: 29/06/2021
50 Place: TRICHY CONTONMENT

51 For ICICI BANK LIMITED
52 Authorised Signatory

For ICICI BANK LTD

53 Signature: Rajamohan Signature: [Signature] 358973

54 Name: Authorised Signatory Name: _____

55 Signature Code: _____ Signature Code: _____

**DUPLICATE
APPLICANT COPY**

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