

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL  
PRINCIPAL BENCH AT NEW DELHI  
ORIGINAL APPLICATION NO. 1257 OF 2024**

**IN THE MATTER OF:**  
GAUR GREEN VISTA

...APPLICANT

**VERSUS**

STATE OF UTTAR PRADESH & ORS.

...RESPONDENTS

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**NDOH- 22.05.2025**

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 वरिष्ठ प्रबन्धक  
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FILED BY

  
RESPONDENT NO .09

THROUGH COUNSEL



**SAMEER JAIN/ SUVIGYA AWASTHY**  
COUNSEL FOR RESPONDENT NO. 9  
PSL ADVOCATES & SOLICITORS

A-220, DEFENCE COLONY, NEW DELHI-110091

EMAIL ID: [SUVIGYA@PSLCHAMBERS.COM](mailto:SUVIGYA@PSLCHAMBERS.COM)

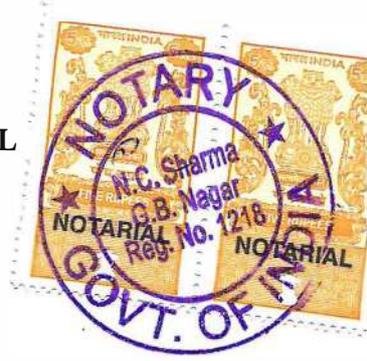
PHONE NO: +91 98262 05432

PLACE:- NEW DELHI

DATE:- 20.05.2025

  
( रोहित सिंह )  
वरिष्ठ प्रबन्धक  
वर्क सर्किल-4, नोएडा।

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL  
PRINCIPAL BENCH AT NEW DELHI  
ORIGINAL APPLICATION NO. 1257 OF 2024**



**IN THE MATTER OF:**

GAUR GREEN VISTA

...APPLICANT

VERSUS

STATE OF UTTAR PRADESH & ORS.

...RESPONDENTS

**REPLY AFFIDAVIT OF BEHALF OF RESPONDENT NO. 9/ NEW OKHLA  
INDUSTRIAL DEVELOPMENT AUTHORITY**

I, Rohit Singh , aged about 37 years, son of Shri Sharwan Singh, having office at New Okhla Industrial Development Authority, Sector 6, Department- Group Housing, work Circle-4, Health Department, Gautam Budh Nagar, Uttar Pradesh-201301, do hereby solemnly affirm and state as follows:

1. That I am presently serving as Senior Manager, Department of work circle 4 at New Okhla Industrial Development Authority that has been arrayed as Respondent No. 9 ('NOIDA/ Respondent') in the captioned proceedings. I am well conversant with the facts and circumstances of the captioned case having perused the records pertaining to case available and maintained by NOIDA. I am authorised to swear the present affidavit on behalf of NOIDA and competent to make the present affidavit.
2. I say that nothing contained in this reply should be deemed to have been admitted unless the same is expressly admitted herein. As such, I crave liberty of this Hon'ble Tribunal to file a detailed paragraph-wise response to the captioned matter at an appropriate stage or as and when directed by this Hon'ble Tribunal.



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3. I say that the present reply is being filed in pursuance of the directions passed by this Hon'ble Tribunal *vide* order dated 25.10.2024 wherein this Hon'ble Tribunal was pleased to issue notice to NOIDA for just and proper adjudication of the captioned application.
4. I say that by way of the Original Application ('**Application**') filed by the Applicant, it has been alleged that the Respondent has failed to address the issue of illegal disposal of waste near Makanpur Colony, Sector 62-A, Noida ('**the land**') in contravention with Solid Waste Management Rules, 2016 and also failed to take appropriate action against illegal and unauthorized dumping of waste. In response thereto, it is submitted that the Applicant's allegations against NOIDA are baseless and unmerited as it fails to allude to the holistic facts and circumstances that will demonstrate that the Respondent has acted in a diligent and proactive manner and taken prompt action against unauthorized dumping of waste by the errant individuals or organizations.
5. It is stated that the land forms part and parcel of the land acquired and developed by NOIDA for the purpose of setting up of an urban and industrial township. Pertinently, in terms of the decision taken in the 213<sup>th</sup> Board Meeting dated 26.12.2023, NOIDA had agreed to allot the plot to Nagar Palika, Khoda Makanpur, for the purpose of construction of STP/ SPS near 132KV Electricity Substation, Sector-62. Subsequently, a lease deed dated 12.11.2024 was executed by NOIDA in favour of Nagar Palika Parishad Khoda Makanpur through its authorised signatory Shri Abhishek Kumar for the plot admeasuring 16,000 Sq. meters for construction of the same and providing water supply in Sector-62, Noida. A copy of the minutes of meeting of the 213<sup>th</sup> Board meeting dated 26.12.2023 are annexed herewith and marked as **Annexure R-9/1**. A copy of the lease deed dated 12.11.2024 is annexed herewith and marked as **Annexure R-9/2**.



A handwritten signature in blue ink, appearing to be 'Rohit Singh'.

(रोहित सिंह)  
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वर्क सर्किल-4, नोएडा।

6. It is submitted that the accumulation of waste on the land is attributable to the actions of Nagar Palika, Khoda Makanpur as it has turned the land as a garbage collection point behind the police station, Khoda. Further, alongside the land, waste has been persistently dumped by the Nagar Palika, Khoda Makanpur which is also the land that belongs to NOIDA. It is submitted that on several occasions, the Respondent has intimated the same to the concerned officers of Nagar Palika, Khoda Makanpur to immediately take remedial steps for removal of the accumulated garbage from the said land. In this regard, NOIDA had also issued a letter dated 09.05.2022 and a subsequent reminder dated 03.02.2025 for removal of the waste that has been unauthorizedly dumped in the land belonging to the Respondent. However, no action had been taken by Nagar Palika Parishad, Khoda Makanpur despite the said communications as all *bonafide* and legitimate requests of the Respondent fell on deaf ears of Nagar Palika Parishad, Khoda Makanpur. A copy of letters dated 09.05.2022 and 03.02.2025 are annexed herewith and marked as **Annexure R-9/3 (Colly)**.
7. It is imperative to state that the Uttar Pradesh Pollution Control Board ('UPPCB') *vide* order dated 30.07.2024 has also imposed a penalty of INR 91,25,000 (Indian Rupees Ninety One Lakh Twenty Five Thousand) on the Executive Officer of the Nagar Palika, Khoda Makanpur for violation of the Solid Waste Management Rules, 2016. Subsequently, the Nagar Palika, Khoda Makanpur had filed a writ petition before the Hon'ble High Court of Judicature at Allahabad ('High Court') titled '*Nagar Palika Parishad v. State of Uttar Pradesh & Ors.*' bearing Writ-C No. 39926 of 2024, challenging the validity of the imposition of penalty, however, the same was dismissed by the Hon'ble High Court *vide* order dated 16.12.2024. The relevant extract of the order passed by the Hon'ble High Court is reproduced herein for the ready reference of this Tribunal:

*"20. In view of above, we are of the view that if the petitioner is aggrieved by the assessment of damages/environmental compensation, either by the committee or by the U.P.P.C.B., the same having been done in furtherance of various directions issued by the N.G.T., it has remedy*



  
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*either to make its say before the N.G.T. with appropriate submissions and prayers or if it feels that the N.G.T. had no competence to entrust any action upon joint committee or U.P.P.C.B. or that any order passed by the N.G.T. is not otherwise in accordance with law, it has a remedy to file an appeal before the Supreme Court under Section 22 of the Act of 2010. The writ jurisdiction does not come in the way at all.*

*21. In view of above discussion, we find that challenge made to the orders passed in furtherance of the orders issued by the N.G.T. and as a consequence thereof, cannot sustain in writ jurisdiction and any relief granted to the petitioner against the impugned demand would have an effect of expressly or impliedly staying or setting aside orders passed by the N.G.T. This being impermissible in view of appellate forum being Supreme Court as per Section 22 of the Act of 2010, we are of the view that the reliefs claimed in the instant writ petition, either interim or final, cannot be granted.*

*22. The writ petition is, accordingly, dismissed, however, without prejudice to the rights of the petitioner to approach N.G.T. or Supreme Court for redressal of its grievance.”*

A copy of the UPPCB order dated 30.07.2024 is annexed herewith and marked as **Annexure R-9/4**. A copy of order dated 16.12.2024 passed by the Hon'ble High Court in the matter titled '*Nagar Palika Parishad v. State of Uttar Pradesh & Ors.*' bearing Writ-C No. 39926 of 2024 is annexed herewith and marked as **Annexure R-9/5**.

8. It is submitted that while hearing the present original application, this Hon'ble Tribunal *vide* order dated 25.10.2024 had constituted a Joint Committee comprising of the Member Secretary, CPCB; Member Secretary, UPPCB; Regional Officer MoEF&CC and District Magistrate, Gautam Budh Nagar ('**Joint Committee**'). The relevant extract of the order dated 25.10.2024 passed by this Hon'ble Tribunal is reproduced herein for ready reference:

*“7. Having regard to the seriousness of the allegations made in the OA, we also constitute a joint Committee comprising of representative of*



*(Signature)*  
 (रोहित सिंह)  
 वरिष्ठ प्रबन्धक  
 वरक सर्किल-4, नौरडा।

*Member Secretary, CPCB, Member Secretary, UP PCB. Regional Officer, MoEF&CC, Lucknow and District Magistrate, Gautam Budh Nagar who will act as the coordinating agency. The Committee will visit the site, will ascertain the extent of garbage that is dumped and the area covered with the dumped municipal solid waste and the Authorities/persons responsible for dumping it and also suggest punitive and remedial measures.*

*8. The Committee will submit the report within eight weeks."*

9. Pursuant thereto, a site inspection was conducted on 20.12.2024 by the Joint Committee along with officers of Noida; Nagar Palika, Khoda Makanpur and Municipal Corporation, Ghaziabad. The recommendations of the Joint Committee are reproduced herein for the ready reference of this Hon'ble Tribunal:

*"10. That in view of findings and observations made during site visit, the recommendations of the joint committee are as follows:*

- i. *Nagar Palika, Khoda Makanpur should adhere to the timeline for complete removal of legacy waste from site and processing and disposal of same in compliance with Solid Waste Management Rules, 2016. Also, plan for use of screened fractions as per CPCB guidelines and direction issued under Section 5 of the Environment (Protection) Act, 1986 dated 27.1.2021 for bio-mining of legacy waste should be submitted.*
- ii. *Leachate generated at site to be collected and treated.*
- iii. *As reported, 105 MTD fresh waste is being generated from Khoda Makanpur area and dumped on the site Long term plan and assessment of present/proposed arrangement for treatment of complete fresh waste should be submitted.*
- iv. *Uttar Pradesh Pollution Control Board should assess the adequacy and efficiency of waste processing plant being operated by M/s Brij Enterprises in Village Nahal, Dasna, Ghaziabad.*



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- v. *Noida Authority should ensure that the land left after allocation for STP is used as per approved land use under Master Plan and plan for same should be submitted.*
- vi. *Noida Authority and Nagar Palika, Khoda Makanpur should ensure that no fresh waste dumping is done in the area in compliance of directions of Hon'ble Tribunal.*
- vii. *Noida Authority should install high mast PTZ Cameras in the region to monitor illegal dumping of waste and take necessary action against violators.*
- viii. *Fire preventive measures/odour management at the site should be ensured.*
- ix. *Under no circumstances Noida Authority should use Vehicle Depot for waste dumping."*

10. It is submitted that NOIDA is committed to its environmental obligations and has already taken remedial measures within its territorial jurisdiction, addressing all the grievances raised by the Applicant. It is submitted that upon inspection it was found that waste was also lying in an area adjacent to the said land and is being used as a vehicle depot for vehicles engaged in lifting and transportation of municipal solid waste by M/s A.G. Enviro-infra Projects (P) Ltd. In this regard, NOIDA has also issued a notice to M/s A.G. Enviro Infra Projects Pvt. Ltd. ('A.G. Enviro'), the concessionaire responsible for waste collection and transportation in said region *vide* letter dated 20.12.2023 and also imposed a penalty of INR 2,00,000 (Indian Rupees Two Lakhs) on the said agency which has been deducted from agency's running bill. In response thereto, the concessionaire i.e. A.G. Enviro ensured that the parking compound is cleared and informed that accumulation of waste in the compound occurred due to strike by the workers. Subsequently, NOIDA has ensured that the accumulated waste has been promptly cleared by A.G. Enviro that is also demonstrable through the photographs of the concerned area that were captured on 27.01.2025. A copy of notice dated 20.12.2024 issued by NOIDA along



  
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with the response by A.G. Enviro-infra Projects (P) Ltd. 23.12.2024 are annexed herewith and marked as **Annexure R-9/6 (Colly)**. A copy of the geo-tagged photographs dated 27.01.2025 are annexed herewith and marked as **Annexure R-9/7 (Colly)**.

11. It is submitted that no waste is being disposed of in the area of Sector-62 by NOIDA falling under its jurisdiction. All waste generated within Sector-62 is being disposed of strictly in accordance with the applicable laws, rules, and regulations. The Respondent has ensured that adequate measures are taken to prevent the illegal dumping of waste in the said area. An undertaking dated 27.01.2025 has also been furnished by NOIDA. A copy of the undertaking dated 27.01.2025 is annexed herewith and marked as **Annexure R-9/8**.
12. It is further stated that NOIDA undertakes to take necessary and appropriate actions against such unauthorized waste dumping on its land and will abide by the directions that may be passed by this Hon'ble Tribunal including the recommendations of the Joint Committee Report as filed before this Hon'ble Tribunal.

  
DEPONENT

**VERIFICATION**

Verified at \_\_\_\_\_ on \_\_\_\_\_ that the contents of this Reply Affidavit are true and correct to my knowledge as derived from the records of the case and nothing stated therein is false and nothing material has been concealed there from.

(रोहित सिंह)  
वरिष्ठ प्रबन्धक  
वर्क सर्किल-4, नोएडा।

  
DEPONENT

(रोहित सिंह)  
वरिष्ठ प्रबन्धक  
वर्क सर्किल-4, नोएडा।



**ATTESTED**

  
Naveen Chandra Sharma  
Advocate Notary  
Dadri Noida (G.B. Nagar)

12.0 MAY 2025



नवीन ओखला औद्योगिक विकास प्राधिकरण  
बोर्ड की  
213वीं बैठक

दिनांक :- 26.12.2023  
समय :- पूर्वान्ह: 10.00 बजे  
स्थान :- सभाकक्ष  
ग्रेटर नौएडा औद्योगिक विकास प्राधिकरण  
ग्रेटर नौएडा,  
जिला-गौतमबुद्धनगर (उ०प्र०)।

213/8	नौएडा इन्टरनेशनल एयरपोर्ट, जेवर की स्थापना हेतु ज्वाइंट वेन्चर कम्पनी के रूप में Noida International Airport Ltd. में निर्धारित अंशधारिता के सापेक्ष उपलब्ध कराई गई धनराशि के सम्बन्ध में।	183-189
परिसम्पत्ति विभाग- संस्थागत विभाग		
213/9	M/s. Rail Vikas Nigam Ltd. को आवंटित कॉरपोरेट ऑफिस भू-उपयोग के भूखण्ड को डॉटा सेन्टर भू-उपयोग में परिवर्तित करने के सम्बन्ध में।	190-194
213/10	सैक्टर 148 में उ0प्र0 राज्य अतिथि गृह निर्मित कराये जाने हेतु भू-दर निर्धारण करने एवं राज्य सम्पत्ति विभाग, उ0प्र0 शासन को भूमि आवंटित किये जाने के सम्बन्ध में।	195-201
परिसम्पत्ति विभाग- वाणिज्यिक विभाग		
213/11	वाणिज्यिक बिल्डर्स भूखण्डों की योजना संख्या- 2023-24 (बिल्डर भूखण्ड-1) की विवरणिका में पारदर्शिता लाये जाने के सम्बन्ध में विवरणिका की धाराओं में आंशिक संशोधन के सम्बन्ध में।	202-248
विभाग- जन स्वास्थ्य विभाग		
213/12	जन स्वास्थ्य खण्ड- प्रथम एवं द्वितीय के अन्तर्गत अनुबन्ध के माध्यम से जनहित में कराये जा रहे जोनवाईज़ कार्यो की समयवृद्धि एवं विचलन के सम्बन्ध में।	249-253
विभाग- सिविल विभाग		
213/13	जिला अस्पताल, सैक्टर-39 के Price Escalation Bill के सम्बन्ध में।	254-255
विभाग- जल विभाग		
213/14	खोडा-मकनपुर नगर पालिका परिषद को STP/SPS निर्मित किये जाने हेतु सैक्टर-62 में 132 के0वी0 विद्युत उपकेन्द्र के पास भूमि आवंटन के सम्बन्ध में।	256

213/14	खोडा-मकनपुर नगर पालिका परिषद को STP/SPS निर्मित किये जाने हेतु सैक्टर-62 में 132 के0वी0 विद्युत उपकेन्द्र के पास भूमि आवंटन के सम्बन्ध में।
निर्णय	संचालक मण्डल द्वारा खोडा-मकनपुर नगर पालिका परिषद को STP/SPS निर्मित किये जाने हेतु सैक्टर-62 में 132 के0वी0 विद्युत उपकेन्द्र के पास भूमि आवंटन का प्रस्ताव अनुमोदित किया गया।

अन्त में अध्यक्ष महोदय को धन्यवाद देते हुये बैठक समाप्त हुई।

(डॉ० लक्ष्मी एम०)  
मुख्य कार्यपालक अधिकारी  
सदस्य-सचिव

अनुमोदित

(मनोज कुमार सिंह)  
अध्यक्ष  
5.1.24

# ANNEXURE 78-9/2

## Government of Uttar Pradesh

IN-UP18218270238974W

11

e-Stamp

Deepak Chawla ACC, UP14015604

Sector 33, Noida Mob:- 981810467

License No. 105, G.B. Nagar

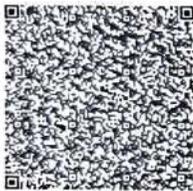
Certificate No. : IN-UP18218270238974W  
Certificate Issued Date : 10-Oct-2024 01:12 PM  
Account Reference : NEWIMPACC (SV)/ up14015604/ GAUTAMBUDDH NAGAR 1/ UP-GBN  
Unique Doc. Reference : SUBIN-UPUP1401560433315771198492W  
Purchased by : NAGAR PALIKA PARISHAD KHODA MAKANPUR  
Description of Document : Article 35 Lease  
Property Description : LAND MEASURING 16000 SQ MTRS NEAR 132 KV ELECTRICITY SUBSTATION, SECTOR 62, NOIDA FOR STP/MPS  
Consideration Price (Rs.) :  
First Party : NOIDA  
Second Party : NAGAR PALIKA PARISHAD KHODA MAKANPUR  
Stamp Duty Paid By : NAGAR PALIKA PARISHAD KHODA MAKANPUR  
Stamp Duty Amount(Rs.) : 1,55,59,500  
(One Crore Fifty Five Lakh Fifty Nine Thousand Five Hundred only)

सत्यमेव जयते

Sunny Chawla  
(Advocate)

Gautam Budli Nagar  
UPF 08492 / 13

1,55,59,500



IN-UP18218270238974W

Please write or type below this line.

(सहायक नोएडा)

अधिसूची परिशिष्ट  
नोएडा

(Signature)



0001007079

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Shri. Vinay Kumar  
(Advocate)  
Nagar Palika Parishad Khoda Makanpur  
Distt. F. 08. 02 / 13

### LEASE DEED

This lease deed made on this 12<sup>th</sup> day of November in the year Two Thousand Twenty Four between New Okhla Industrial Development Authority a body corporate constituted under Section of the U.P. Industrial Area Development Act, 1976 (U.P. Act No. 6, of 1976) hereinafter called the Lessor which expression shall unless the context does not so admit include its successors assign on one part and **Nagar Palika Parishad Khoda Makanpur through its Authorised Signatory Sh. Abhishek Kumar S/o Sh. Paras Nath** (hereinafter called the Lessee which expression shall unless the context does not so admit, includes its executors, offices, administrators and assignees, representatives and permitted assignees) of the other part.

Whereas the demised plot hereinafter described form part of the land acquired by the Lessor under the Land Acquisition Act, 1896, and developed by the Lessor for the purpose of setting up of an urban and industrial township, and whereas as per decision taken in the 213<sup>th</sup> Authority Board meeting dated 26.12.2023 the Lessee has agreed it to take on lease the demised Premises- A Plot measuring 16000 Sq. mtrs. on the terms and conditions hereinafter appearing for the purpose of construction of STP/SPS and providing water supply in Sector 62, Noida near 132 KV Electricity Substation as per allotment letter No NOIDA/Instt./2023/7693 dated 14.11.2023 and correction letter No NOIDA/Instt./2023/7718 dated 20.11.2023 and standard building plans approved by the Lessor, on the terms and conditions hereinafter contained.

### NOW THIS LEASE DEED WITNESSES AS FOLLOWS:

1. That in consideration of the total premium of Rs.22,63,20,000 (Rs.Twenty Two Crore Sixty Three Lakh Twenty Thousand Only) towards land premium calculated @ Rs 14,145/- per sq.mtr out of which 100% i.e. Rs.22,63,20,000 (Rs. Twenty Two Crore Sixty Three Lakh Twenty Thousand Only) has been paid by the lessee to the lessor.
- 2 The execution of lease deed possession of the Demised Premises shall have to be taken within the given time. If the Lessee fails to take execution of Lease Deed as aforesaid, the allotment of Demised premises may be cancelled and deposited amount may be forfeited as

अधिसारी अधिकारी



through Mr. Ishan Jain S/o Sh. Shiv Kumar Jain, working as a Assistant in Noida Authority through his authentic 2024 of Attorney  
Holder; Mr. Jeet Giri S/o Sh. Kamal Giri appointed vide Authenticated power of attorney dated 11<sup>th</sup> January registered in Sub  
Registrar III at Serial No. 1 in Book No 6 in Volume No. 3 at pages from 395 to 406 on 11<sup>th</sup> January 2024

mentioned in the Brouchure/scheme, however, in exceptional circumstances of cases involving hardship the time limit may be extended by Chairman/ Chief Executive officer of the Lessor at his/ her absolute discretion. In the event of delay in execution of the Lease Deed and taking over possession within the stipulated time, penalty will be equal to one year Lease Rent.

- 3 And also consideration of the lease rent paid by lessee and covenants provisions and agreements herein contained. And which said plot is referred in this lease deed as the demised plot and is more clearly delineated and shown in the attached plan. Lessee shall hold the demised plot with its appurtenances upto lease for the terms of 90 years commencing from the date of execution of Lease Deed or delivery of possession of the Demised premises, whichever is earlier except and always reserving to the lessor, subject to the prior written permission of the Lessee:-

- (a) A right to lay water mains drains, sewers or electric wires under/above the demised plot fit deemed necessary by the Lessor in developing the same.
- (b) Full right and title to all mines and minerals in and under the demised premises or in, part thereof.
- (c) Paying in addition to the premium of plot the lease rent for the lease period of 90 years each year @ 2.5% per annum of the total premium of **Rs.56,58,000/- (Rs. Fifty Six Lakhs Fifty Eight Thousand only).**

or one time payment of lease rent equal to 15 years lease amount to be paid by the Lessee.

4. The lessee shall be liable to pay all the rates, local taxes, charges and assessment in respect of the Demised Premises and/ or building constructed thereon, assessed or imposed from time to time by any authority/ the Lessor.
5. That the lessee will obey and submit to all the directions or regulations made by the lessor now existing or hereafter to exist so far as the same are incidental to the possession of immovable property or so far as they affect the health, safety or effect the convenience of the other inhabitants of the surrounding area.

6. That the lessee will at their own cost construct on the Demised Premises as per terms of Brouchure/ scheme/ Allotment letter, in accordance with the prescribed norms, by- laws, plans and building regulations.
7. That the Lessee will start construction within six months from the date of possession and will construct the minimum area as per by-laws of the authority and shall obtain the completion certificate from building cell failing which a levy of 4% of premium cost per annum or part thereof as applicable will be charged on extension being allowed by Chairman/ CEO of his fully authorized officer. In the event of extension not being granted, cancellation may be effected if site remains vacant after one year of possession and the lessor may resume possession or demise it again, provided that the Lessee will be at liberty to remove construction if any, in such eventuality.
8. That the lessee shall have to erect and complete the minimum building / facilities as mention in para above on the demised premises within a period of one year from the date of execution unless extension is allowed by the Lessor in exceptional circumstances and on such conditions as it may impose.
9. That the Lessee will keep the Demised premises and the building thereon at all times in a State of good and substantial repairs and in a sanitary condition to the satisfaction of the Lessor.
10. That the lessee will not make or permit to make any alteration, in or in additional to the said building or their erections for the time being on the demised premises without the prior permission in writing. If the Lessor and and except in accordance with the terms of plan, if any approved by the lessor or any officer authorised by the lessor or such authorised officer requiring it to correct such deviations as aforesaid shall correct it and if the Lessee shall neglect to correct such deviation within a period of a calendar month after the receipt of such notice then it shall in lawful for the lessor to cause such amount as the lessor (whose decisions shall be final) shall fix in that behalf.
11. The stamp duty and registration charges of the Lease Deed has been borne by the Lessee.
12. That the Lessee shall not be permitted to transfer and Mortgage the Demised Premises and building constructed thereupon.
13. That if the lessor obtains the demised premises by any misrepresentation, mis-statement of fraud and in the event of cancellation of allotment in favour of the Lessee on this account, the lease may be cancelled and the entire money paid by the Lessee will be



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forfeited, and the possession of the Demised premises and the structure raised thereon, unless removed by the lessee within the time specified in the notice by the lessor, may be taken over by the lessor and lessee will not be entitled to any compensation.

14. That the lessee shall use the demised premises only for the construction of its facilities as aforesaid, accordingly to the plan approved by the lessor and in accordance with the building regulations and directions formulated under the provision of U.P. Industrial Area Development Act 1976 and for no other purpose without the consent of the Lessor may impose and the lessee will not do, or suffer to be done, on demised premises or any part thereof anything which may be or regarded to be a nuisance, damage or cause annoyance or inconvenience to the lessor or the owner or occupier of other premises in the neighbourhood, provided that the part of the building so constructed may be used by the lessee for the Lessee's normal watch and ward staff, so however that such accommodation shall be commensurate with the need.
15. That the lessee will permit the member officers and sub ordinates of the lessor and workers and other persons employed by the lessor from time to time and at all reasonable times of the day, with prior intimation, to enter into and upon the demised premises and building to be erected thereon in order to inspect the same and carry on necessary works mentioned herein before.
16. That the lessee will not erect or permit to be erected on any part of the demised premises any stables sheds or other structure of descriptions whatsoever for keeping horse, cattle, dogs, poultry or other animals except and in so far as may be allowed by the lessor in writing.
17. That the lessee shall not exercise its option of determining the lease nor hold the lessor responsible to make good the damages if by fire, tempest flood, or army or a mob or other irresistible force any material part of the demised premises is wholly, or partly destroyed or rendered substantially or permanently unfit for building purposes.
18. And it is hereby agreed and declared by and between the parties to these present as follows :
  - i) If at the time of re- entering, the demised premises shall not have been occupied by nor any building constructed by the Lessee, the Lessor may re-allot the demised premises and refund the payments as mentioned above without deducting arrears of lease rent to the Lessee.





अधिसीसी अधिकारी

न०पा०परि० खोड़ा-मकनपुर,

गाजियाबाद।

- iii) If at the time of re-entry the demised premises shall have been occupied by any building constructed by the lessee thereon, the lessee shall, within a period of three months from the date of re-entry, remove from the demised premises all erection or building, fixtures and things which at any time and during the said term shall be affixed or get upon the demised premises and leave the same in a good conditions as it was on the date of demises, and in default whereof, the same shall become the property of the lessor without payments of any compensation to the lessee for land and building, fixtures and things therein. But upon the Lessee removing within the period herein before specified, the Demised Premises shall be re-allotted and the Lessee may be paid such amount as may work out in accordance with the principle given in the sub-clause (ii) above, provided that the lessor may, at its option, agree to purchase from the lessee his interest in the demised premises at a price as mutually agreed upon.
- iv) Any relaxation or concession granted by the LESSOR to LESSEE shall not in any way prejudice the legal rights of the LESSOR.
- v) The dispute arising with regards to this deed shall be subject to the jurisdiction of Civil Courts at Gautam Budh Nagar or High Court of Judicature at Allahabad.
- vi) The land/ building is in peaceful possession of the Lessor and will be accepted by the allottee free from any encroachment and obstruction.
- vii) The Chairman / CEO of the LESSOR reserves the right to make such additions, alterations for modifications, in the terms and conditions of the lease from time to time as he may consider just and reasonable
- viii) Subject to the provisions of sub- clause (ix) in case of any clarification or interpretation regarding these terms and conditions of this lease deed, the decision of Chairman/ CEO of the LESSOR shall be final and binding on both the parties.
- ix) The terms and conditions of brochure, allotment, building bye-laws and as amended from time to time shall be binding to the LESSEE.

The interest payable till the date of execution of the deed on the allotted property is Rs <sup>Nil</sup>..... and the interest paid is Rs <sup>Nil</sup>.....



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प्रमाणित किया जाता है कि प्रश्नगत पट्टा प्रलेख से संबंधित सम्पत्ति का प्रधिकरण द्वारा पट्टा ग्रहित को कब्जा पत्र जारी नहीं किया गया है और न ही आज दिनांक 12/01/2017 तक कब्जा लिया जाना प्रस्तावित है।

165/17

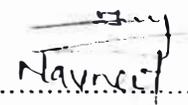
IN WITNESS WHEREOF THE PARTIES HERE TO HAVE SET THEIR HANDS AND SEAL ON THE DAY AND MONTH AND IN THE YEAR HEREIN ABOVE WRITTEN.

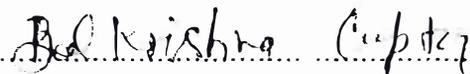


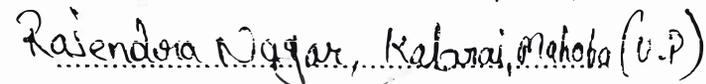
**WITNESSES :**

**THE LESSOR**

1. Signature

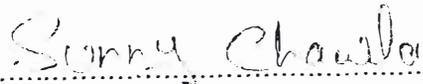
Name :  Navneet Gupta

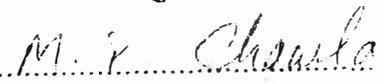
S/o Shri  Bal Krishna Gupta

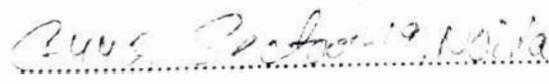
R/o  Rasendra Nagar, Kabrai, Mahoba (U.P.)

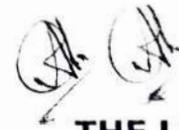


2. Signature

Name :  Sunny Chouda

S/o Shri  M. R. Chouda

R/o  2005 Sector 19, Noida



**THE LESSEE**

अधिशारी अधिकारी  
न0पा0परि0 खोडा-मकनपुर,  
गाजियाबाद।

आवेदन सं०: 202400743101029

बही संख्या 1 जिल्द संख्या 14330 के पृष्ठ 23 से 36 तक क्रमांक 9620 पर  
दिनांक 29/11/2024 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्त



अशोक कुमार सिंह  
उप निबंधक : नौएडा द्वितीय  
गौतम बुद्ध नगर  
29/11/2024



सत्य प्रतिलिपि

स०२०/११ नौएडा

कार्यालय वरिष्ठ प्रबन्धक

वर्क सर्किल-4

नौएडा प्रबन्धक, नौएडा, जिला नौएडा

दिनांक 07/05/2022/499

दिनांक 07/05/22

अधिकांशी अधिकारी  
सादर प्रबन्धक, नौएडा प्रबन्धक  
नौएडा प्रबन्धक

विषय: थाना खोडा के पीछे नौएडा प्राधिकरण की भूमि पर खोडा नगरपालिका द्वारा कूड़ा डालने के सम्बन्ध में।

सम्बन्धित अवगत कराना है कि थाना-खोडा के पीछे खोडा नगरपालिका द्वारा कूड़ा संग्रह स्थल बनाया गया है। इसके साथ नौएडा प्राधिकरण का व्यवसायिक भूखण्ड है जिस पर खोडा नगरपालिका द्वारा लगातार कूड़ा डाला जा रहा है जिससे इस स्थान पर काफी गन्दगी फैली हुई है, जो स्वच्छता की दृष्टि से उचित नहीं है। इस प्रकार से प्राधिकरण भूमि पर कूड़ा डालकर गन्दगी फैलाना गम्भीर प्रकरण है। इस सम्बन्ध में प्रबन्धक/अवर अभियन्ता द्वारा कई बार आपके अवर अभियन्ता को दूरभाष एवं मौखिक रूप से अवगत कराया गया है परन्तु कोई ठोस कार्यवाही अभी तक नहीं हुई है।

अतः आपसे अनुरोध है कि प्राधिकरण भूमि पर डाले गए कूड़े एवं गन्दगी को प्राथमिकता पर हटवाकर अचोदस्ताक्षरी को सूचित करने का कष्ट करें।

07/05/22  
(ओपीएस)  
वरिष्ठ प्रबन्धक  
वर्क सर्किल-4, नौएडा  
07/05/22

प्रतिक्रिया:-

- स्टाफ ऑफिसर को अवर मुख्य कार्यालय अधिकारी (पी) महोदय के सादर अवलोकनार्थ।
- प्रधान महाप्रबन्धक महोदय को सादर सूचनार्थ।
- महाप्रबन्धक महोदय को सादर सूचनार्थ।
- उप महाप्रबन्धक (जन-स्वास्थ्य) महोदय को सादर सूचनार्थ।
- वरिष्ठ प्रबन्धक (जन-स्वास्थ्य-प्रथम) को आवश्यक कार्यवाही हेतु।
- प्रबन्धक/अवर अभियन्ता को आवश्यक कार्यवाही हेतु।

07/05/22  
वरिष्ठ प्रबन्धक  
वर्क सर्किल-4, नौएडा  
07/05/22

**noida**

## नवीन ओखला औद्योगिक विकास प्राधिकरण

कार्यालय वरिष्ठ प्रबन्धक

वर्क सर्किल-चतुर्थ, वाटर वर्क्स कम्पाउण्ड  
सैक्टर-19, नौएडा, जिला-गौतमबुद्ध नगर-201301

पत्रांक- नौएडा/व0प्र0(व0स0 -4)/2025/195  
दिनांक-03/02/25

अधिशारी अधिकारी  
नगर पालिका खोड़ा मकनपुर  
गाजियाबाद, उत्तर प्रदेश।

विषय :- थाना खोड़ा के पीछे नौएडा प्राधिकरण की भूमि पर खोड़ा नगर पालिका द्वारा कूड़ा डालने के सम्बन्ध में।

कृपया अवगत कराना है कि थाना खोड़ा के पीछे खोड़ा नगर पालिका द्वारा कूड़ा संग्रह स्थल बनाया गया है। इसके साथ नौएडा प्राधिकरण का व्यवसायिक भूखण्ड है। जिस पर खोड़ा नगर पालिका द्वारा कूड़ा डाला गया है। जिससे इस स्थल पर काफी गंदगी फैली हुई है। जो स्वच्छता की दृष्टि से उचित नहीं है। इस प्रकार से नौएडा प्राधिकरण की भूमि पर कूड़ा डालकर गंदगी फैलाना गम्भीर प्रकरण है। इस सम्बन्ध में पूर्व में लिखित रूप से उक्त स्थल से गंदगी हटाने हेतु कई बार पत्राचार किया गया है तथा सम्बन्धित प्रबन्धक/अवर अभियन्ता द्वार कई बार आपके अवर अभियन्ता को दूरभाष एवं मौखिक रूप से उक्त गन्दगी को हटाने अवगत कराया गया है, परन्तु आज तक उक्त गन्दगी को नहीं हटाया गया है।

अतः आपसे अनुरोध है कि प्राधिकरण की भूमि पर डाले गये कूड़े एवं गन्दगी को प्राथमिकता पर पूर्ण रूप से हटवाकर अधोहस्तक्षारी को सूचित करने का कष्ट करें।

(अशोक कुमार)

वरिष्ठ प्रबन्धक

वर्क सर्किल-4, नौएडा

प्रतिलिपि:-

- निजि सचिव को, विशेष कार्याधिकारी (एम.पी.) महोदय के सादर अवलोकनार्थ हेतु।
- महाप्रबन्धक (जन स्वास्थ्य) महोदय को सादर सूचनार्थ।
- उप महाप्रबन्धक (सिविल) महोदय को सादर सूचनार्थ।
- वरिष्ठ प्रबन्धक (जन स्वास्थ्य-प्रथम) को आवश्यक कार्यवाही हेतु।
- प्रबन्धक/अवर अभियन्ता को आवश्यक कार्यवाही हेतु।

वरिष्ठ प्रबन्धक

वर्क सर्किल-4, नौएडा



उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड  
UTTAR PRADESH POLLUTION CONTROL BOARD

Ref No- H/5041 /C-1/सामान्य-772/पर्यावरण/2024

Date: 08.07.2024

सेवा में,

पंजीकृत

मैसर्स नगर पालिका परिषद,  
खोड़ा मकनपुर,  
गाजियाबाद।

विषय-इकाई के विरुद्ध पर्यावरणीय क्षतिपूर्ति अधिरोपित किये जाने के सम्बन्ध में।

महोदय,

कृपया मा० राष्ट्रीय हरित अधिकरण, नई दिल्ली में योजित ओ०ए० संख्या 70/2024 दीपक जोशी बनाम स्टेट ऑफ उत्तर प्रदेश में पारित आदेशों के क्रम में बोर्ड मुख्यालय के पत्रांक एच-13514/सी-1/ई०पी०एक्ट/सा०-772/का०ब०निर्देश/2024 दिनांक 08.07.2024 द्वारा पर्यावरण (संरक्षण) अधिनियम, 1986 की धारा-5 के अन्तर्गत कारण बताओ नोटिस जारी किया गया था, जिसका प्रति उत्तर नगर पालिका परिषद, खोड़ा मकनपुर, गाजियाबाद के ई-मेल दिनांक 23.07.2024 के माध्यम से क्षेत्रीय कार्यालय में प्राप्त किया गया है। उपरोक्त स्थल का निरीक्षण क्षेत्रीय कार्यालय के अधिकारियों द्वारा दिनांक 29.07.2024 को किया गया। निरीक्षण के समय पाया गया कि नगर पालिका परिषद, खोड़ा मकनपुर, गाजियाबाद द्वारा जनित नगरीय ठोस अपशिष्ट के डम्पिंग हेतु नोएडा प्राधिकरण की भूमि पर डम्पिंग ग्राउंड स्थापित किया गया है, जो कि आवासीय क्षेत्र खोड़ा की आबादी के निकट स्थित है। उक्त डम्पिंग ग्राउंड चारों तरफ से खुला हुआ है एवं बाउण्ड्री वाल भी निर्मित नहीं है। निरीक्षण के समय पाया गया कि नगर पालिका परिषद, खोड़ा मकनपुर, गाजियाबाद द्वारा नगरीय क्षेत्र से जनित ठोस अपशिष्ट का वैज्ञानिक तरीके से निस्तारण हेतु ठोस अपशिष्ट प्रबन्धन नियम, 2016 के अनुरूप संग्रहण, पृथक्करण, भण्डारण, परिवहन, प्रसंस्करण एवं निस्पादन की कोई व्यवस्था स्थापित नहीं है तथा नगर पालिका परिषद, खोड़ा मकनपुर, गाजियाबाद द्वारा ठोस अपशिष्ट प्रबन्धन नियम, 2016 के अनुरूप जनित ठोस अपशिष्ट का संग्रहण, पृथक्करण, भण्डारण, परिवहन, प्रसंस्करण एवं निस्पादन नहीं किया जा रहा है।

यह कि केन्द्रीय प्रदूषण नियंत्रण बोर्ड द्वारा जारी Report of the CPCB In-house Committee on Methodology for Assessing Environmental Compensation and Action Plan to Utilize the Fund के अनुसार Environmental externality for improper municipal solid waste management के पर्यावरणीय क्षतिपूर्ति की गणना हेतु निम्नवत प्राविधानित है:-

Municipal Solid Waste Management Capacity Gap (TPD)	Marginal Cost of Environmental Externality (Rs. per ton per day)	Minimum and Maximum value of Environmental Externality recommended by the Committee (Lacs Rs. Per Day)
Up to 200	15	Min. 0.01, Max. 0.05
201-500	30	Min. 0.10, Max. 0.15
501-1000	35	Min. 0.25, Max. 0.35
1001-2000	40	Min. 0.50, Max. 0.60
Above 2000		Max. 0.80

क्षेत्रीय कार्यालय के अभिलेखानुसार नगर पालिका परिषद, खोड़ा मकनपुर, गाजियाबाद से प्रतिदिन 105.17 मी०टन/दिन नगरीय ठोस अपशिष्ट जनित होता है तथा नगर पालिका परिषद, खोड़ा मकनपुर, गाजियाबाद दिनांक 10.03.2016 से अस्तित्व में है। उपरोक्त तालिका के अनुसार अधिकतम 200 मी०टन

.....2/-

प्रतिदिन नगरीय ठोस अपशिष्ट जनित होने पर रु0 5000 प्रतिदिन पर्यावरणीय क्षतिपूर्ति अधिरोपित किया जायेगा, जिसके अनुसार नगर पालिका परिषद पर अधिकतम 05 वर्षों हेतु रु0 5000/- प्रतिदिन की दर से अधिकतम 05 वर्षों हेतु पर्यावरणीय क्षतिपूर्ति अधिरोपित की गणना निम्नवत है:- EC = Rate x No. of violation days=5000x5x365=Rs. 91,25,000/- (इक्यानवे लाख पच्चीस हजार मात्र)

मा0 एन0जी0टी0 द्वारा पारित आदेश दिनांक 05.07.2024 में नगर पालिका परिषद, खोड़ा मकनपुर, गाजियाबाद के विरुद्ध प्रतिदिन रु0 10,000/- की पर्यावरणीय क्षतिपूर्ति अधिरोपित किये जाने का आधार प्रस्तुत किये जाने हेतु निर्देशित किया गया है। उक्त के सम्बन्ध में पारित आदेश दिनांक 05.07.2024 का मुख्य अंश निम्नवत है:-

**".....6. Let a proper reply be filed by respondents 2 and 3 specifically stating as to in what manner, solid/municipal generated on and after 10.03.2016 has been dealt with and give details thereof. UPPCB shall also inform as on what basis quantum of environmental compensation has been proposed at the rate of Rs. Ten Thousand per day and whether final order has been passed or not....."**

उपरोक्त तथ्यों को दृष्टिगत रखते हुए क्षेत्रीय अधिकारी द्वारा नगर पालिका परिषद, खोड़ा मकनपुर, गाजियाबाद के विरुद्ध जारी कारण बताओ नोटिस दिनांक 08.07.2024 में रु0 10000/- के स्थान पर रु0 5000/- प्रतिदिन की दर से कुल पर्यावरणीय क्षतिपूर्ति रु0 91,25,000/- (इक्यानवे लाख पच्चीस हजार मात्र) अधिरोपित किये जाने तथा जारी कारण बताओ नोटिस दिनांक 08.07.2024 की पुष्टि किये जाने की संस्तुति की गयी है।

अतः मा0 एन0जी0टी0 द्वारा पारित आदेशों के अनुपालन में नगर पालिका परिषद, खोड़ा मकनपुर, गाजियाबाद के विरुद्ध रु0 91,25,000/- (इक्यानवे लाख पच्चीस हजार मात्र) की पर्यावरणीय क्षतिपूर्ति अधिरोपित की जाती है एवं आपको निर्देशित किया जाता है कि उक्त धनराशि को उ0प्र0 प्रदूषण नियंत्रण बोर्ड के payment gateway (URL: <https://erp.eshiksa.net/DirectFeesv3/UPPCB>) के माध्यम से Dedicated Account में जमा करना सुनिश्चित करें। Payment gateway के Homepage के dropdown में निम्नवत् विशिष्ट सूचना का चयन करें-

1. Nature of Pollution/प्रदूषण की प्रकृति-
2. Regional Office/क्षेत्रीय कार्यालय-
3. EC imposed in compliance/अनुपालन में ई0सी0 लगाया गया

Waste Management  
Ghaziabad  
UPPCB

उपरोक्त निर्देशों के अनुपालन में विलम्बतम् 15 कार्य दिवस के अन्दर अधिरोपित पर्यावरणीय क्षतिपूर्ति जमा करना सुनिश्चित करें तथा उक्त का साक्ष्य क्षेत्रीय कार्यालय, उ0प्र0 प्रदूषण नियंत्रण बोर्ड, गाजियाबाद एवं बोर्ड मुख्यालय, लखनऊ को भी प्रेषित करना सुनिश्चित करें।  
संलग्नक-निरीक्षण आख्या की प्रति।  
सक्षम अधिकारी की अनुमति से निर्गत।

भवदीय,

  
(विवेक राय)

मुख्य पर्यावरण अभियन्ता, वृत्त-1

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प्रतिलिपि:-निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित।

1. जिलाधिकारी, गाजियाबाद।
2. क्षेत्रीय अधिकारी, उ0प्र0 प्रदूषण नियंत्रण बोर्ड, गाजियाबाद को सूचनार्थ एवं अग्रिम आवश्यक कार्यवाही हेतु प्रेषित।

मुख्य पर्यावरण अभियन्ता, वृत्त-1

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Writ C No. 39926 of 2024  
(Nagar Palika Parishad vs.  
State of U.P. and 5 others)

**Neutral Citation No. - 2024:AHC:196349-DB**

**Reserved on 10.12.2024**

**Delivered on 16.12.2024**

**A.F.R.**

**In Chamber**

**Case :-** WRIT - C No. - 39926 of 2024

**Petitioner :-** Nagar Palika Parishad

**Respondent :-** State Of UP and 5 others

**Counsel for Petitioner :-** Rakesh Kumar Singh, Umesh Vats

**Counsel for Respondent :-** C.S.C., J. N. Maurya

**Hon'ble Vivek Kumar Birla,J.**

**Hon'ble Kshitij Shailendra,J.**

1. Heard Shri Umesh Vats learned counsel for the petitioner, Shri Aditya Shanker, holding brief of Shri Mehul Khare, learned counsel appearing for respondent Nos. 2, 3 and 4 and learned Standing Counsel appearing on behalf of respondent Nos. 1, 5, and 6.

2. The petitioner-Nagar Palika Parishad, Khoda Makanpur, district Ghaziabad has invoked writ jurisdiction of this Court under Article 226 of Constitution of India challenging the order dated 30.07.2024, whereby the Chief Environment Officer, Region-I, Uttar Pradesh Pollution Control Board, T.C.-12th, Vibhuti Khand, Gomti Nagar, Lucknow has asked the petitioner to deposit a sum of Rs.91,25,000/- (rupees ninety one lac twenty five thousand) as environmental compensation. A

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consequential recovery citation issued by the Tehsil Authorities on 27.10.2024 has also been challenged. A further direction has been sought commanding the respondents not to proceed with recovery against the petitioner.

3. Brief facts of the case are that the petitioner is a Municipality defined under Section 3 of the Uttar Pradesh Municipalities Act, 1916 and it was handed over a land for establishment of wastage processing and solid waste plant on 21.12.2021 in village Nidhauri, Pargana Dasna, Tehsil Ghaziabad. It is alleged that funds were received by the petitioner under Swachchh Bharat Mission and wastage processing and solid waste plant of 90 TPD capacity has been developed and processing machines have also been established. Certain aspects are not to be elaborated here as the issue involved before us is as to whether the Uttar Pradesh Pollution Control Board (herein-after referred to as “U.P. P.C.B.”) was having any authority or competence to raise demand of environmental compensation, inasmuch as the foundation of the writ petition and challenge made to the impugned demand is on the ground of “lack of competence/jurisdiction”.

4. Assailing the impugned order and recovery citation, learned counsel for the petitioner urged that the Ministry of Environment, Forest and Climate Change, Government of India, vide notification dated 08.04.2016, notified the **Solid Waste Management Rules, 2016** (herein-after referred to as the “Rules of 2016”) and no law empowers the U.P. P.C.B. to assess or demand environmental compensation. Submission is

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that only the National Green Tribunal (N.G.T.) established under the provisions of National Green Tribunal Act, 2010 is competent to assess environmental compensation.

5. Shri Umesh Vats, elaborating his submissions, urged that the impugned order dated 30th July 2024 refers to some orders passed by the N.G.T., New Delhi in **Original Application No. 70 of 2024 (Deepak Joshi vs. State of U.P)** and is said to have been issued in compliance of the said orders, whereas no such direction was issued by the N.G.T. nor is there any order passed by the N.G.T. determining or quantifying the environmental compensation and, hence, the order impugned is not sustainable.

6. In support of his submissions, learned counsel has placed reliance upon the judgement of the Supreme Court in ***Kantha Vibhag Yuva Koli Samaj Parivartan Appellants Trust and others vs. State of Gujarat and others*, 2022 Supreme (SC) 772**, as well as certain interim orders passed by Co-ordinate Benches of this Court in **Writ C No. 4816 of 2024** (Suez India Pvt. Ltd., through its Authorized Signatory, Rajesh Chandra Mathpal vs. Uttar Pradesh Pollution Control Board, through its Chairman and 6 others), **Writ C No. 7543 of 2024** (M/s Pind Balluchi (Unit of Excellence Hospitality) through Partner Smarity Sindhu and Monu Mishra vs. State of U.P. through Principal Secretary, Forest, Environment and Climate Change and others), and **Writ C No. 8463 of 2024** (Jaypee Infratech Limited through Authorized Representative Apurva Pragya vs. State of

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U.P. through Additional Chief Secretary, Environment Forest and Climate Change LKO and others).

7. Submission is that since Co-ordinate Benches have granted interim orders staying the action of U.P. P.C.B. levying environmental compensation, this Court may also pass an interim order on identical lines.

8. Per contra, learned counsel for the respondents submits that the impugned action is in furtherance and in compliance of various orders passed by the N.G.T., Delhi in the case of **Deepak Joshi** (supra) and, therefore, once the petitioner has a remedy to challenge the orders passed by the N.G.T., Delhi before Hon'ble Supreme Court, challenge made to mere consequential demand is not sustainable.

9. Having heard the learned counsel for the parties, this Court finds that N.G.T., Delhi took suo moto cognizance of a letter dated 10.08.2023 sent by Deepak Joshi, Adhyaksh, Khoda Residence Association alleging that the Nagar Palika Parishad, Khoda Makanpur (i.e. the petitioner) was dumping garbage in the residential area in violation of the provisions of Rules of 2016. The N.G.T. passed an order dated 07.03.2024 constituting a joint committee comprising of District Magistrate, Ghaziabad and U.P. P.C.B. with the District Magistrate as Nodal Agency for cooperation and compliance. The N.G.T. also issued a direction to the committee to visit the site and collect relevant information and submit a report. Copy of the order was forwarded to the District Magistrate and U.P. P.C.B. for

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compliance. Thereafter, when the Committee constituted by N.G.T. submitted a detailed report before it, another order was passed on 19.04.2024 calling for the response from State of U.P. through District Magistrate, Ghaziabad, Executive Officer, Nagar Palika Parishad, Khoda Makanpur (i.e. the petitioner) and U.P. P.C.B. impleading them as respondents. The matter was fixed for 05.07.2024. On the said date, N.G.T. found that Pollution Control Board had issued a show cause notice proposing environmental compensation at the rate of Rs.10,000/- per day. The N.G.T., not being satisfied with the basis for imposition at such rate, called for a reply from the respondents before the N.G.T. asking U.P. P.C.B. to inform as to on what basis quantum of environmental compensation had been proposed at such rate. It also directed personal appearance of the Executive Officer of the petitioner Parishad on the next date. It is in furtherance of the said order dated 05.07.2024 that the impugned order has been passed by the U.P. P.C.B. on 30.07.2024 raising a demand of Rs. 5,000/- per day instead of Rs.10,000/- per day as environmental compensation, total amount of demand being Rs. 91,25,000/-.

10. We may observe here that Section 22 of the **National Green Tribunal Act, 2010** contains provision for appeal before the Supreme Court. It is reproduced as under:-

**“22. Appeal to Supreme Court.-**Any person aggrieved by any award, decision or order of the tribunal, may, file an appeal to the Supreme Court, within ninety days from the date of communication of the award, decision or order of the Tribunal, to him, on any one or more of

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the grounds specified in section 100 of the Code of Civil Procedure, 1908:

Provided that the Supreme Court may entertain any appeal after the expiry of ninety days, if it is satisfied that the appellant was prevented by sufficient cause from preferring the appeal.”

11. If we examine the bone of contention of Shri Vats that the order impugned is without jurisdiction and it is only N.G.T. that has competence to determine and levy the environmental compensation, Section 15 of the **National Green Tribunal Act, 2010** needs reproduction. The same is quoted as under: -

“15. **Relief, compensation and restitution.** (1) The Tribunal may, by an order, provide,-

(a) relief and compensation to the victims of pollution and other environmental damage arising under the enactments specified in the Schedule I (including accident occurring while handling any hazardous substance);

(b) for restitution of property damaged;

(c) for restitution of the environment for such area or areas, as the Tribunal may think fit.

(2) The relief and compensation and restitution of property and environment referred to in clauses (a), (b) and (c) of sub-section (1) shall be in addition to the relief paid or payable under the Public Liability Insurance Act, 1991.

(3) No application for grant of any compensation or relief or restitution of property or environment under this section shall be entertained by the Tribunal unless it is made within a period of five years from the date on which the cause for such compensation or relief first arose:

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Provided that the Tribunal may, if it is satisfied that the applicant was prevented by sufficient cause from filing the application within the said period, allow it to be filed within a further period not exceeding sixty days.

(4) The Tribunal may, having regard to the damage to public health, property and environment, divide the compensation or relief payable under separate heads specified in Schedule II so as to provide compensation or relief to the claimants and for restitution of the damaged property or environment, as it may think fit.

(5) Every claimant of the compensation or relief under this Act shall intimate to the Tribunal about the application filed to, or, as the case may be, compensation or relief received from, any other court or authority.

12. The aforesaid provision was dealt with by the Supreme Court in *Kantha Vibhag Yuva Koli Samaj Parivartan Appellants Trust* (supra) and though, placing strong reliance upon the said judgment, it was urged by Shri Vats that the Supreme Court turned down action of the N.G.T., whereby it had delegated its functions upon some committee, after carefully examining the facts of *Kantha Vibhag Yuva Koli Samaj Parivartan Appellants Trust* (supra), we find that the appellants before the Supreme Court were certain environmental organizations and individuals directly affected by the degradation of the enforcement in the area in question. Therefore, their status was that of “**complainants**” and the following directions were sought by them from the N.G.T.:-

(i) restraining the dumping of MSW at the landfill site;

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- (ii) restoration of the environment in the surrounding areas;
- (iii) restitution of the landfill site to its original condition;
- (iv) compensation to all those affected in the nearby villages upon determination of damages by a committee set up to assess the landfill site; and
- (v) implementation of the Solid Waste Management Rules 2016.

13. After holding certain proceedings, N.G.T. disposed of the matter observing that since in another case, N.G.T. had constituted Apex, Regional and State Level Committees to monitor the implementation of the Rules of 2016, liberty was granted to the appellants/complainants to represent the case and **ventilate all grievances** before the appropriate committee. Following is the relevant portion of the order passed by the N.G.T.:-

“As this OA relates to implementation of Solid Waste Management Rules, 2016, we are of the considered opinion that it is covered by the order passed by the larger Bench of the Tribunal dated 20<sup>th</sup> August, 2018 in OA No 606 of 2018.

**The Applicant would be at liberty to represent its case and ventilate all grievance before the Committee which shall look into it and finally decide the same.**

Consequently, OA No 81 of 2014 stands disposed of. There shall be no order as to cost.

M.A. No. 1392 of 2018 and 1393 of 2018

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These Applications do not survive for consideration as the main Application has been decided and are accordingly dismissed.”

14. The Supreme Court, while examining the challenge to the order passed by the N.G.T., held that N.G.T. could not abdicate its jurisdiction by entrusting the core adjudicatory functions to administrative expert committees. In paragraph Nos. 16 and 17 of the judgment, it was observed as under:-

“16. Section 15 empowers the NGT to award compensation to the victims of pollution and for environmental damage, to provide for restitution of property which has been damaged and for the restitution of the environment. The NGT cannot abdicate its jurisdiction by entrusting these core adjudicatory functions to administrative expert committees. **Expert committees may be appointed to assist the NGT in the performance of its task and as an adjunct to its fact-finding role.** But adjudication under the statute is entrusted to the NGT and cannot be delegated to administrative authorities. Adjudicatory functions assigned to courts and tribunals cannot be hived off to administrative committees. In *Sanghar Zuber Ismail v. Ministry of Environment, Forests and Climate Change and Another*, 2021 SCC OnLine SC 669, a three-Judge Bench of this Court noted that the NGT cannot refuse to hear a challenge to an Environmental Clearance under Section 16(h) of the NGT Act and delegate the process of adjudicating on compliance to an expert committee.

17. The NGT has in the present case abdicated its jurisdiction and entrusted judicial functions to an administrative expert committee. **An expert committee may be able to assist the NGT, for instance, by carrying out a fact-finding exercise, but the adjudication has to be by the NGT.** This is not a

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delegable function. Thus, the order impugned in the appeal cannot be sustained. The consequence of the impugned order is to efface the meticulous exercise which was carried out by the earlier Benches. Valuable time has been lost in the meantime and crucial issues pertaining to the environment in the present case have been placed on the back-burner.”

15. From perusal of the afore-quoted portions of the decision in *Kantha Vibhag Yuva Koli Samaj Parivartan Appellants Trust* (supra), it is apparent that the Supreme Court never questioned the competence of the expert committees in the matter of assessment of environmental compensation, rather it specifically observed that **expert committees may be appointed to assist the N.G.T. in performance of its task and as an adjunct to its fact finding role**, but adjudication under the statute is entrusted to the N.G.T. and cannot be delegated to administrative authorities.

16. We are of the view that though Section 15 of the Act empowers the N.G.T. to pass an order providing relief and compensation to the victims of the pollution and other environmental damage, in order to adjudicate the issue, assistance of expert committees was never restricted, rather, in so many words, it was permitted by the Supreme Court in the judgment cited by the petitioner itself. It is the same judgment which has been relied upon by the Co-ordinate Bench in the aforesaid writ petitions where interim orders have been passed but in different set of facts where some of the petitioners were operators and some complainants.

Writ C No. 39926 of 2024  
(Nagar Palika Parishad vs.  
State of U.P. and 5 others)

17. In the facts of the case, the Court finds that U.P. P.C.B. has not imposed environmental compensation. Rather, it is a case where joint committee constituted by N.G.T. by order dated 22.07.2024 comprising of District Magistrate, Ghaziabad and U.P. P.C.B. was directed to visit the site, collect relevant information and submit factual report. A detailed report supported by various annexures disclosing the area where the garbage is being dumped, density of population, the other quantitative and qualitative factors and certain computations is also on record. When the said report was placed before the N.G.T., the show cause notice issued to the petitioner asking to deposit environmental compensation at the rate of Rs.10,000/- per day was found to be without basis. Thereafter, the order impugned has been passed relying upon a report of C.P.C.B, In House Committee on Methodology for Assessing Environmental Compensation and Action Plan to Utilise the Fund.

18. We also find that N.G.T. passed further order on 17.09.2024 on non-compliance of the order dated 05.07.2024. Then, on 04.10.2024, following order was passed by it:-

“1. It is pointed out to us that for non-handling and management of solid waste effectively and in accordance with Solid Waste Management Rules, 2016, UP Pollution Control Board by order dated 03.07.2024 has imposed Environmental Compensation of Rs. 91,25,000/- upon Nagar Palika Parishad, Khoda but same has not been deposited by it till date.

2. Learned Counsel appearing for Nagar Palika Parishad, Khoda also stated that till date large quantity

Writ C No. 39926 of 2024  
(Nagar Palika Parishad vs.  
State of U.P. and 5 others)

of legacy waste is lying at site, though steps are being taken for its clearance. It is further said that so far as daily generation of solid waste is concerned, which is to the extent of about 105 MT per day, same is being regularly handled and processed and is not being dumped anywhere.

3. Let this fact be verified by UPPCB and submit a report within three weeks.

**4. We also direct UPPCB to take effective steps for recovery of Environmental Compensation from Nagar Palika Parishad, Khoda by taking coercive measures and submit compliance report.**

**5 Further, for violation of environmental laws, criminal prosecution may also be initiated by UPPCB against responsible officers of Nagar Palika Parishad, Khoda, and compliance report be submitted.**

6. List on 05.11.2024.”

19. It is, therefore, apparent on record that the petitioner not only being party to the proceedings before the N.G.T., it has been directed by the N.G.T. to take effective steps for recovery of environmental compensation assessed by the order impugned, by all coercive measures and submit compliance report. The N.G.T. has also issued direction for criminal prosecution of the officers of the petitioner and submission of compliance report.

20. In view of above, we are of the view that if the petitioner is aggrieved by the assessment of damages/environmental compensation, either by the committee or by the U.P. P.C.B., the same having been done in furtherance of various directions

Writ C No. 39926 of 2024  
(Nagar Palika Parishad vs.  
State of U.P. and 5 others)

issued by the N.G.T., it has remedy either to make its say before the N.G.T. with appropriate submissions and prayers or if it feels that the N.G.T. had no competence to entrust any action upon joint committee or U.P. P.C.B. or that any order passed by the N.G.T. is not otherwise in accordance with law, it has a remedy to file an appeal before the Supreme Court under Section 22 of the Act of 2010. The writ jurisdiction does not come in the way at all.

21. In view of above discussion, we find that challenge made to the orders passed in furtherance of the orders issued by the N.G.T. and as a consequence thereof, cannot sustain in writ jurisdiction and any relief granted to the petitioner against the impugned demand would have an effect of expressly or impliedly staying or setting aside orders passed by the N.G.T. This being impermissible in view of appellate forum being Supreme Court as per Section 22 of the Act of 2010, we are of the view that the reliefs claimed in the instant writ petition, either interim or final, cannot be granted.

22. The writ petition is, accordingly, **dismissed**, however, without prejudice to the rights of the petitioner to approach N.G.T. or Supreme Court for redressal of its grievance.

**Order Date :-** 16.12.2024  
Sazia

(Kshitij Shailendra, J)      (Vivek Kumar Birla, J)

नवीन ओखला औद्योगिक विकास प्राधिकरण  
कार्यालय परियोजना अभियन्ता (जन स्वास्थ्य)  
खण्ड-प्रथम, कमान्ड कन्ट्रोल सेन्टर भवन,  
सैक्टर-94, नौएडा, 201301

**noida**

New Okhla Industrial Development Authority  
Office of the Project Engineer  
Public Health Div-I  
Command Control Centre Building  
Sector-94, Noida-201301

पत्र सं० नौएडा/प0अ0(जन स्वा0)-1/2024/....1838

दिनांक 20/12/2024

M/s A.G. Enviro Infra Projects (P) Ltd.  
FWH-2, IInd Floor, Pearls Plaza  
K-24, Sector-18, Noida

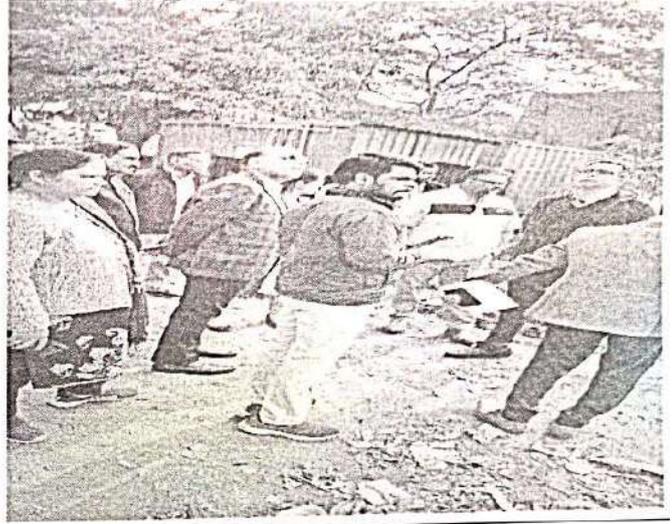
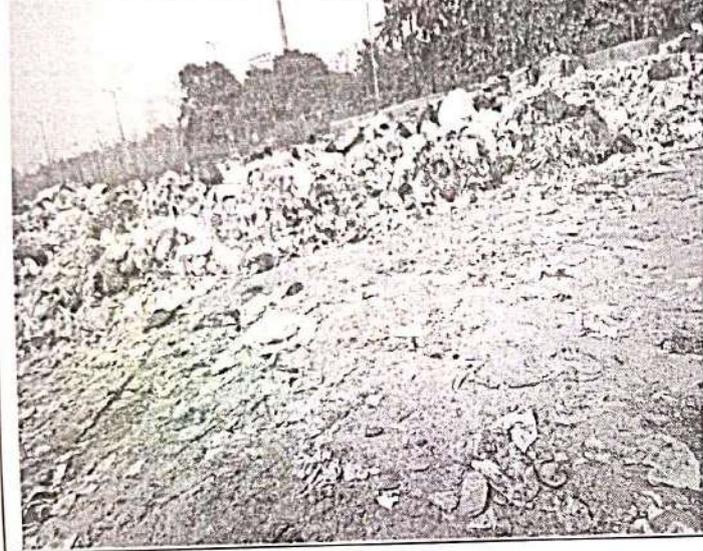
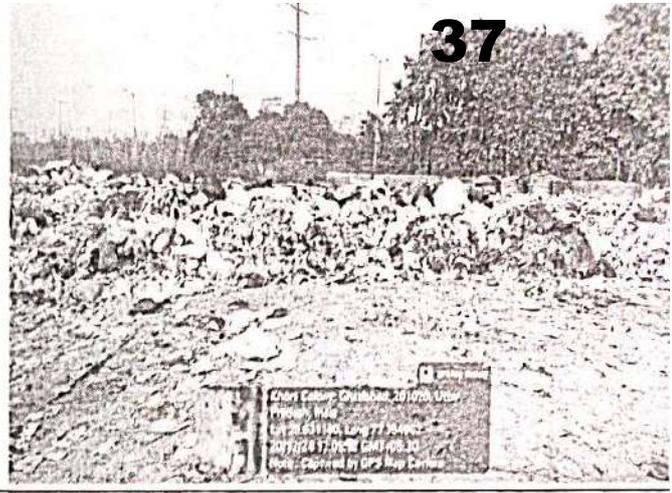
द्वेषरहित

कार्य का नाम :- Door to Door Collection of Municipal Solid Waste of Entire Noida Area BOOT Basis w hich includes its scientific handling, storage and transportation to the designated waste processing and disposal site at Noida.

अनुबन्ध सं० :- 74/SPE(PH)-I/2018-19 dated 14.11.2018

अवगत कराना है कि M/s A.G. Enviro Infra Projects (P) Ltd. को उपरोक्त अनुबन्ध के अन्तर्गत नौएडा क्षेत्र में डोर-टू-डोर वेस्ट कलेक्शन का कार्य शहर में सफाई व्यवस्था बनाये रखने हेतु 10 वर्षों के लिए अनुबन्ध सं० 74/एस0पी0ई0(पी0एच0)-I/2018-19 दिनांक 14.11.2018 के अन्तर्गत Door to Door Collection of Municipal Solid Waste of Entire Noida Area BOOT Basis which includes its scientific handling, storage and transportation to the designated waste processing and disposal site at Noida के कार्य हेतु अनुबन्धित किया गया है। केन्द्रीय प्रदूषण नियंत्रण बोर्ड में आपके कम्पाउण्ड में गंदगी फैलाई जाने की शिकायत की जा रही थी। जिसके दृष्टिगत दिनांक 20.12.2024 को केन्द्रीय प्रदूषण नियंत्रण बोर्ड तथा उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड के अधिकारियों द्वारा सैक्टर-62 का निरीक्षण किया गया। निरीक्षण के दौरान पाया गया कि सैक्टर-62 में आपके पार्किंग कम्पाउण्ड में जगह-जगह कूड़े के ढेर लगे हुए हैं तथा पूरा कम्पाउण्ड गंदगी से भरा हुआ है। पूर्व में भी आपको कई बार निर्देशित किया गया था तथा आर्थिक दण्ड भी अधिरोपित किया गया था परन्तु आपकी लचर कार्यप्रणाली के कारण पूरे ग्राउण्ड में गंदगी फैली हुई है तथा ग्राबेज डम्प किया हुआ है। यह आपके द्वारा नियमित रूप से किया जा रहा है, जोकि अत्यन्त ही खेदजनक है। आपके इस कृत्य से नौएडा प्राधिकरण की छवि भी धूमिल हो रही है।





अतः आपके द्वारा आपके पार्किंग कम्पाउण्ड में गार्बेज डम्प किये जाने के दृष्टिगत आपकी फर्म पर रू0 2,00,000.00 (रू0 दो लाख मात्र) का अर्थदण्ड लगाया जाता है तथा इसी के साथ आपको पुनः कड़ी चेतावनी दी जाती है कि तत्काल पूरे कम्पाउण्ड को खाली कराये तथा 01 सप्ताह के अंदर पूरे कैम्पस में टाईल आदि लगवाकर फोटोग्राफ उपलब्ध कराये, जिसकी आख्या उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड को प्रेषित की जा सकें। साथ ही यह भी सुनिश्चित करें कि भविष्य में इस प्रकार की पुनरावृत्ति न हो अन्यथा की दशा में आपके विरुद्ध कठोर कार्यवाही की संस्तुति कर दी जायेगी। जिसके लिए आप स्वयं जिम्मेदार होंगे।

(गौरव बंसल)  
परियोजना अभियन्ता  
(जन स्वास्थ्य)—प्रथम  
नौएडा।

प्रतिलिपि:-

1. निजी सचिव को, मुख्य कार्यपालक अधिकारी महोदय के सादर अवलोकनार्थ।
2. अपर मुख्य कार्यपालक अधिकारी (एस0के0) महोदय के सादर अवलोकनार्थ।
3. महाप्रबन्धक (जन स्वास्थ्य) महोदय को सूचनार्थ।
4. सहायक परियोजना अभियन्ता (जन स्वास्थ्य)—प्रथम को आवश्यक कार्यवाही हेतु।
5. अनुबन्ध पत्रावली।

परियोजना अभियन्ता  
(जन स्वास्थ्य)—प्रथम  
नौएडा।

## AG Enviro Infra Projects Private Limited

CIN: U90001MH2004PTC150156



**AG ENVIRO**

Innovative Solutions for a More Eco-Friendly World

23-12-2024

AG/LET/Noida/2024-25/80-A

To,  
Project Engineer (PH-I)  
3<sup>rd</sup> Floor Command Control Center  
New Okhla Industrial Development Authority  
Sector-94 , Noida  
Uttar Pradesh – 201031

Subject: Response to Penalty Imposed for Non-Cleaning of Sector-62 parking site

Reference: Your letter number PE(Public Health Dept)-I /2024/1838 Dt. 20-Dec-2024



Dear Sir,

With regards to the above-mentioned subject letter, We, AG Enviro Infra Projects Private Limited (hereinafter referred to as (Concessionaire) has been selected as an agency for door-to-door collection of Municipal Solid Waste from Noida area vide Concession Agreement dated 14/11/ 2018.

In response to your letter no PE(Public Health Dept)-I /2024/1838 Dt. 20-Dec-2024 regarding the accumulation of waste at sector- 62 Parking site. We would like to intimate you that the storage of waste at sector 62 Parking area occurred due to incidental strike by workers at that particular date.

The below corrective action were undertaken.

- 1- The compound was cleared within the stipulated time mentioned in the letter and photograph has been attached here with for your ready reference. (Annexure-A)
- 2- we are under process for developing and beautify the Sector -62 parking sites very shortly.

We sincerely apologize for the inconvenience and here we ensure this accident will not happened in future.

Yours sincerely,

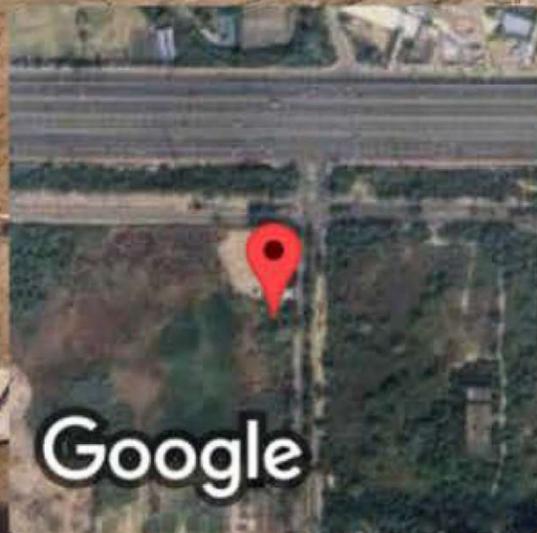
For **AG ENVIRO INFRA PROJECTS PVT. LTD.**

**Authorized Signatory,**  
AG Enviro Infra Projects Private Limited

APE(LA)  
*[Signature]*  
31/12



 **GPS Map Camera**



**Noida, Uttar Pradesh, India**  
**J9j4+p22, Makanpur Colony, Sector 62a, Noida, Uttar Pradesh 201014, India**  
**Lat 28.631097° Long 77.35498°**  
**27/01/25 10:58 AM GMT +05:30**



**GPS Map Camera**



**Noida, Uttar Pradesh, India**

**J9j4+p22, Makanpur Colony, Sector 62a, Noida, Uttar Pradesh 201014, India**

**Lat 28.631115° Long 77.354976°**

**27/01/25 10:58 AM GMT +05:30**



**GPS Map Camera**

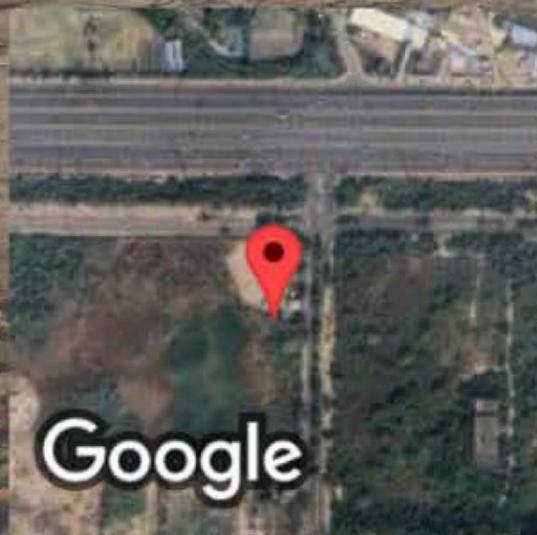
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**J9j4+p22, Makanpur Colony, Sector 62a, Noida, Uttar**

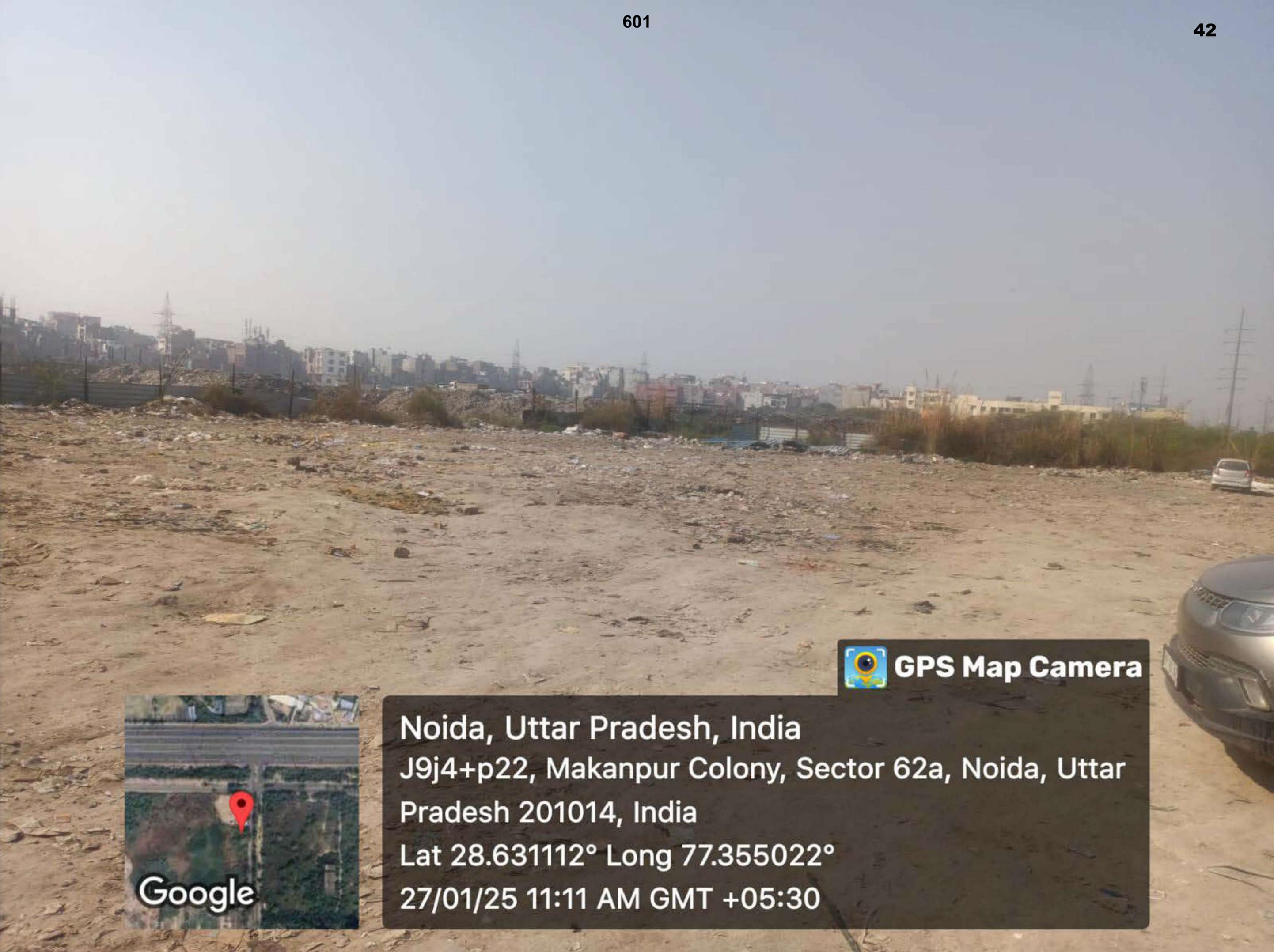
**Pradesh 201014, India**

**Lat 28.631181° Long 77.354908°**

**27/01/25 11:11 AM GMT +05:30**



**Google**



**GPS Map Camera**



**Noida, Uttar Pradesh, India**

**J9j4+p22, Makanpur Colony, Sector 62a, Noida, Uttar**

**Pradesh 201014, India**

**Lat 28.631112° Long 77.355022°**

**27/01/25 11:11 AM GMT +05:30**



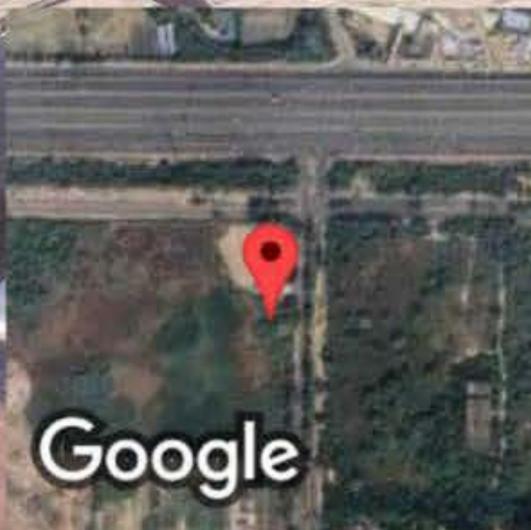
**GPS Map Camera**

**Moradabad, Uttar Pradesh, India**

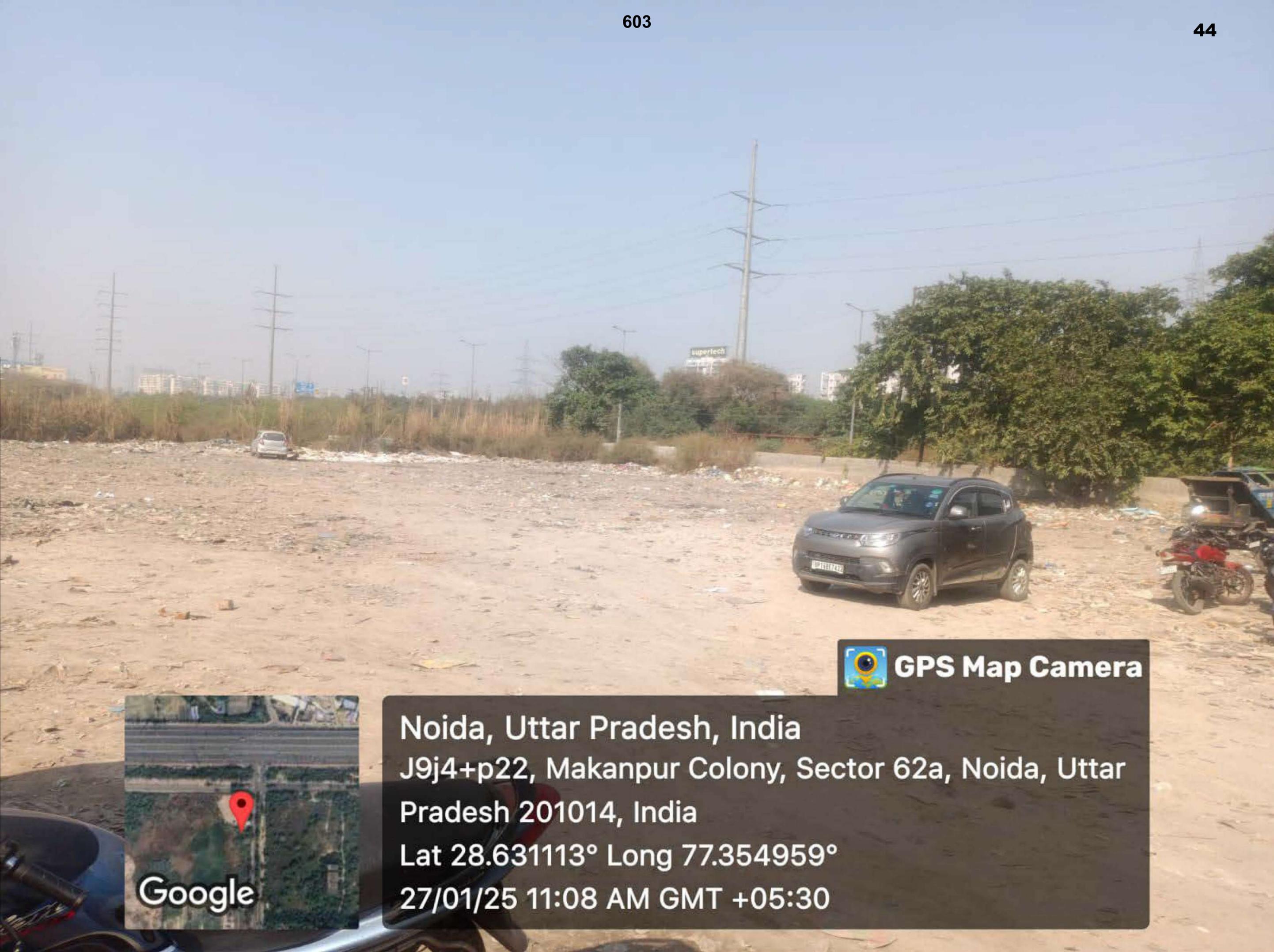
H.n.01, New Civil Lines, Behind Jail Ashok Nagar Mbd, Behind Jail, Near Ashu General Store, Makanpur Colony, Ashok Nagar, Moradabad, Noida, Uttar Pradesh 244001, India

Lat 28.631049° Long 77.354947°

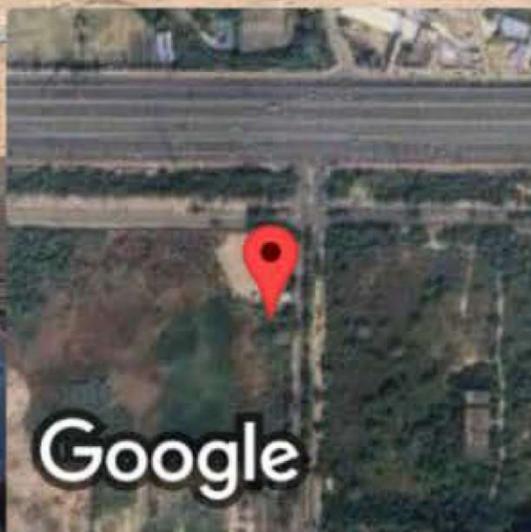
27/01/25 11:08 AM GMT +05:30



**Google**



**GPS Map Camera**



**Noida, Uttar Pradesh, India**

**J9j4+p22, Makanpur Colony, Sector 62a, Noida, Uttar**

**Pradesh 201014, India**

**Lat 28.631113° Long 77.354959°**

**27/01/25 11:08 AM GMT +05:30**

**ANNEXURE -R9/8**

नवीन ओखला औद्योगिक विकास प्राधिकरण  
मुख्य प्रशासनिक भवन,  
सेक्टर-6, नोएडा, जिला गौतमबुद्ध नगर-201301



NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY  
Main Administrative Building,  
Sector-6, Noida, Distt. Gautam Budh Nagar-201301

No. Noida/P. E. (P.H.)-I/2025/ 111

Dated: 27/01/2025

**TO WHOM IT MAY CONCERN**

This is to certify that the Noida Authority is fully committed to ensuring proper waste management in the region. We hereby affirm that no unauthorized waste disposal is being conducted in Sector- 62 within the jurisdiction of Noida, and all activities related to waste management are being carried out in accordance with the relevant regulations and guidelines as stipulated by the applicable authorities.

The Noida Authority adheres to all provisions under the Solid Waste Management Rules, 2016, and other pertinent statutory requirements. We ensure that the collection, transportation, processing, and disposal of solid waste are conducted in an environmentally sound manner, with a focus on sustainability, health, and safety.

We assure all concerned parties that Noida Authority is fully compliant with all regulations concerning Solid Waste Management and that no waste is being disposed of in an improper or unauthorized manner within Sector- 62 in our jurisdiction.

We, the Authority, hereby undertake that:

- No waste is being disposed of in the area, Sector- 62 under our jurisdiction.
- We have ensured that all waste generated within Sector- 62 is disposed of in accordance with the applicable laws, rules, and regulations.
- We have implemented adequate measures to prevent illegal dumping of waste in the area.

We understand that this undertaking is a condition precedent for [specify the purpose and we hereby confirm that we will comply with the terms of this undertaking.

For any further information or queries, please feel free to contact the Noida Authority.

(Gaurav Bansal)  
P.E. (P.H.)-I  
NOIDA.

# 605 Proof of Service

46

Tuesday, May 20, 2025 at 19:43:07 India Standard Time

**Subject:** O.A. No. 1257 OF 2024 \_ Gaur Green Vista vs State of U.P. & Ors, NGT, New Delhi.  
**Date:** Tuesday, 20 May 2025 at 7:38:58 PM India Standard Time  
**From:** Ashwin Raj Jaiswal  
**To:** saurabh.envirolawyer@gmail.com, pradeepmisra@yahoo.com, yagywalkya@dylawchambers.com  
**BCC:** Clerk  
**Attachments:** image001.png, Reply Affidavit on behalf of Noida.pdf

Sir,

Under instruction of and on behalf of our client NOIDA, we hereby serve you the reply affidavit to the Original Application filed by the Applicant in the above-captioned matter pending before Hon'ble National Green Tribunal, Principal Bench, New Delhi.

The affidavit is attached to this mail for your convenience.

Kindly be advised that the present service may be deemed as an advance service of the reply affidavit.

Best Regards,  
**Ashwin Raj Jaiswal**  
Associate

**PSL** Advocates  
& Solicitors

**Direct:** [+91 11 4999 1260](tel:+911149991260) | **Board:** [+91 11 4999 1250](tel:+911149991250) | **Mobile:** [+91 8299 595 472](tel:+918299595472)  
**Office:** A-220, Defence Colony, New Delhi, India – 110 024  
**Email:** [ashwin@pslchambers.com](mailto:ashwin@pslchambers.com) | [My LinkedIn](#)  
**Website:** [www.pslchambers.com](http://www.pslchambers.com) | [About PSL](#) | [PSL LinkedIn](#)

**Legal 500** – Winner – Dispute Resolution – Arbitration Firm of the Year [2024]; Tier 1 in Dispute Resolution: Arbitration [2024, 2023, 2022, 2021, 2020]

**Benchmark Litigation** – Ranked in International Arbitration, Construction, Commercial and Transactions, Insolvency and Government and Regulatory [2024, 2022, 2021, 2020, 2019, 2018];

**AsiaLaw** – Recommended Firm in Dispute Resolution, Insolvency and Bankruptcy and Construction [2023, 2022, 2021, 2020]

**India Business Law Journal** – Winner – Indian Law Firm Awards in Arbitration and ADR [2022]

**IFLR1000** – Notable Firm in Insolvency & Bankruptcy [2022, 2021]

**Asia Legal Business** – Ranked as Arbitration Law Firm of the Year and Dispute Resolution Boutique Law Firm of the Year [2024];

**Expert Guides, Asia Pacific** - Arbitration Expert [2020, 2021]

**Forbes India** – Tier 1 Tier in Arbitration & Insolvency [2021]

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