



क्षेत्रीय कार्यालय—उ०प्र० प्रदूषण नियंत्रण बोर्ड, गाजियाबाद  
Regional Office, U.P. Pollution Control Board, Ghaziabad  
Website- www.uppcb.com, e-mail: roghaziabad@uppcb.in

संदर्भ संख्या : 2032/NGT-200/OA-708/2023/2024

दिनांक 24/01/2024

To,

The Registrar,  
The National Green Tribunal,  
Principal Bench,  
New Delhi  
E-mail- judicial-ngt@gov.in & ngt.filling@gmail.com

**Sub: Report in compliance of Hon'ble National Green Tribunal, Principal Bench, New Delhi Order dated 27.11.2023 in OA No-708/2023 Crossing Republic Flat Owner Association Versus State of Uttar Pradesh & Ors.**

Respected Sir,

With reference to the above-mentioned subject in compliance of Hon'ble National Green Tribunal, order dated 27.11.2023 in OA No-708/2023 Crossing Republic Flat Owner Association Versus State of Uttar Pradesh & Ors. Compliance report is hereby submitted for kind perusal and necessary action please.

**Enclosure: Compliance report.**

Yours Sincerely

  
(Vikas Mishra)  
Regional Officer

**Copy to:**

1. Member Secretary, U.P. Pollution Control Board, Lucknow for information.
2. Chief Environmental Officer, Circle-1, U.P. Pollution Control Board, Lucknow for information.
3. Shri Pradeep Misra, Advocate, Hon'ble Supreme Court/NGT, New Delhi for perusal and necessary action please.
4. Law Officer-I, U.P. Pollution Control Board, Lucknow for information.

  
Regional Officer

क्षेत्रीय कार्यालय : आई०एन०एस०-२, सेक्टर-१६, वसुन्धरा, गाजियाबाद-२०१०१२ फोन-०१२०-४१६०१०८  
मुख्यालय : TC-12V, विभूति खण्ड, गोमती नगर, लखनऊ २२६०१०

**BEFORE THE NATIONAL GREEN TRIBUNAL**  
**PRINCIPAL BENCH, NEW DELHI**  
**ORIGINAL APPLICATION NO. 708 OF 2023**

**IN THE MATTER OF:**

Crossings Republik Flat Owner Association ...Applicant(S)

Versus

State of Uttar Pradesh & Ors. ...Respondent(s)

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**FILED BY**

  
(Vikas Mishra)  
Regional Officer  
UPPCB, Ghaziabad

**Reply/response with respect to Hon'ble NGT order dated 29.11.2023 passed in the matter of Crossings Republic Flat Owner Association Vs State of Uttar Pradesh & Ors in OA No-708/2023.**

**Subject:** Regarding grievances against setting up a Bio-CNG plant with 300 TPD capacity at Khasra Nos. 121, 122, 123, 124, 129, 304, 305 and 306 of Village Dundahera of Ghaziabad, Uttar Pradesh.

**1. Background:**

Hon'ble NGT in the matter of Crossings Republic Flat Owner Association Vs State of Uttar Pradesh & Ors. in OA No708/2023 passed order on dated 29.11.2023 and issued notice on 05.12.2023. Main part of the notice is placed below: -

“.....2.Now, take further notice that the above application will be listed for further hearing before the Hon'ble Tribunal 02nd February, 2024, at Faridkot House, Copernicus Marg, New Delhi-110001 through physical hearing (with hybrid option), when you may appear before the Hon'ble Tribunal either in person or by a pleader duly instructed, and file reply/response, as per directions of the Hon'ble Tribunal vide Order dated 29.11.2023.....”

**2. Reply/response on behalf of UPPCB :**

- (i) That, the matter is concerned to unit M/s EverEnviro Resource Management Private Limited, Khasra No-121 to 124, 129 and 304 to

306, Village-Dundahera, Ghaziabad for setting up 300 TPD Bio-CNG.

- (ii) The project is based on Bio-Methanation Technology in the process of converting waste to energy by using segregated organic waste and other waste. Compressed bio gas (CBG) is the main product.
- (iii) That, Ghaziabad Nagar Nigam and M/s EverEnviro Resource Management Private Limited has made agreement on dated 28.12.2022 for setting of proposed project. Copy of agreement is annexed as **Annexure-I**.
- (iv) That, Consent to Establish application was applied on 14-04-2022 by M/s EverEnviro Resource Management Private Limited at Khasra No-121 to 124, 129 and 304 to 306, Village-Dundahera, Ghaziabad for setting up 300 TPD Bio-CNG plant. Inspection of site was carried out by U.P. Pollution Control Board, Ghaziabad on dated 02.05.2023. During visit it was found that the proposed site is situated amid densely populated residential area within a radius of 50 to 100 meters. (Copy of inspection report is annexed as **Annexure-II**). So, if this proposed unit was established and became functional then it was likely to have adverse impact on nearby population. Consent to Establish application was rejected on dated 19.07.2023. Copy of rejection letter is annexed as **Annexure-III**

- (v) Further unit had re-applied for obtaining the Consent to Establish on dated 11.08.2023 and CTE application was rejected on above ground on dated 18.09.2023. Copy of rejection letter is annexed as **Annexure- IV**.
- (vi) That, latest inspection of proposed site of M/s EverEnviro Resource Management Private Limited at Khasra No-121 to 124, 129 and 304 to 306, Village-Dundahera, Ghaziabad was carried out on 20.01.2023 by officials of U.P. Pollution Control Board, Ghaziabad. During visit site was found vacant and no construction activity is being conducted. Copy of latest inspection report is annexed as **Annexure-V**.

The above report is being submitted for kind perusal.

(Vikas Mishra)  
Regional Officer



## INDIA NON JUDICIAL

Government of Uttar Pradesh

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Regd. No-39

Ghaziabad

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Certificate No.	: IN-UP59562867759273U
Certificate Issued Date	: 24-Nov-2022 11:10 AM
Account Reference	: NEWIMPACC (SV)/ up14091804/ GHAZIABAD SADAR/ UP-GZB
Unique Doc. Reference	: SUBIN-UPUP1409180412142577538537U
Purchased by	: EVERENVIRO RESOURCE MANAGEMENT PVT LTD
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	:
First Party	: GHAZIABAD NAGAR NIGAM
Second Party	: EVERENVIRO RESOURCE MANAGEMENT PVT LTD
Stamp Duty Paid By	: EVERENVIRO RESOURCE MANAGEMENT PVT LTD
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



Scan QR code below to verify

**CONCESSION AGREEMENT**

This concession agreement is entered into at Ghaziabad on 24<sup>th</sup> November 2022 ("Effective Date"), by and between:

**Ghaziabad Nagar Nigam**, with its registered office at Navyug Market, Opposite Old Bus Stand, Ghaziabad, Uttar Pradesh-201001 (hereinafter referred to as "GNN / Authority", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors) of the FIRST PART;

AND

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**EverEnviro Resource Management Private Limited**, a company incorporated under the Companies Act 2013, and having its registered office at One World Centre, 16<sup>th</sup> Floor, Tower 2A, Senapati Bapat Marg, Elphinstone Road, Mumbai-400013 (hereinafter referred to "EverEnviro/ Concessionaire", which expression shall unless repugnant to the context or meaning thereof, mean and include its associate / group companies, successors and assigns) of the OTHER PART.

GNN and the Concessionaire are hereinafter referred to individually as the "Party" and collectively as "Parties"

WHEREAS:

- A. GNN is the Municipal Corporation for Ghaziabad in the State of Uttar Pradesh and is responsible for providing municipal and civic services which include the collection, transportation, processing and disposal of solid waste generated under municipal service area of Ghaziabad.
- B. In accordance with, Uttar Pradesh Solid Waste Management Policy, 2018 issued vide GO No. 2221/ Nine-5-18-352Sa/2016 dated 29.06.2018, which promotes Private Participation and Investment in Solid Waste Management (Collection, Segregation, Transportation, Processing and Disposal).
- C. GNN had invited proposals from eligible bidders vide Expression of Interest No. Nit No 4205 dated August 10, 2022 ("EOI") to set up BIO-CNG plant to process 300 TPD (expandable in future) quantity of source segregated organic fraction of solid waste on Design, Finance, Built, Own, Operate ("DFBOO") basis under Public-Private Partnership ("PPP").
- D. In response to the EOI, EverEnviro Resource Management Private Limited submitted its proposal dated 02 September 2022 to implement the Project (as defined hereinafter).
- E. GNN issued Work Order vide Letter No.4466/Health/2022 dated 31.10.2022 to EverEnviro Resource Management Private Limited and directed to sign the Concession Agreement within 30 days from the date of its issuance.
- F. The Parties hereto are required to enter into this Concession Agreement to record the terms, conditions and covenants governing the implementation of the Project.

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- G. The Parties acknowledge and agree that EverEnviro shall form an unincorporated JV/ JV/ SPV for implementation of the Project. The rights and obligations of the Concessionaire under this Agreement shall be transferred to the said unincorporated JV/ JV/ SPV as the case may be. Concessionaire will open a separate and dedicated Account of SPV for due implementation of the project.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and good and valuable consideration the receipt and adequacy of which is hereby mutually acknowledged by the Parties, the Parties hereto agree as follows:

## 1. DEFINITIONS, INTERPRETATIONS AND DOCUMENTS

### 1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:

- 1.1.1 **Agreement** means this concession agreement and includes the recitals, schedules, annexure or exhibits annexed thereto and any written amendment made to this Agreement in accordance with terms of this Agreement.
- 1.1.2 **Applicable Law** means all applicable laws, by-laws, protocols, codes, guidelines, policies notices, directions, provisions of all constitutions, treaties, statutes, laws (including the common law), codes, rules, regulations, ordinances or orders or other requirements or official directive of any Government Authority or person acting under the authority of any Government Authority and/or of any statutory authority in India. Government Approvals, orders, decisions, injunctions, judgments, awards and decrees so for agreements with any Governmental Authority, whether in effect on the date of execution of this Agreement or thereafter.

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- 1.1.3 **Bio CNG** means fuel that can be used in place of Diesel, Gasoline & Liquefied Petroleum Gas (LPG). It is produced by compressing natural gas (Methane-CH<sub>4</sub>) through anaerobic digestion process.
- 1.1.4 **Bio CNG Facility** means the facility installed, commissioned, operated and maintained at the designated Project Site by the Concessionaire to process Source Segregated Organic Fraction of Solid Waste and other Biodegradable Waste for enabling their processing & disposal in accordance with the terms and conditions of this Agreement.
- 1.1.5 **Commercial Operation Date or COD** means the date on which Commercial production of Bio-CNG at Bio-CNG facility has been started, and the same shall be intimated by the Concessionaire to GNN
- 1.1.6 **Schedule Commissioning Date or SOD** means the date, falling on 18 months from the date of receipt of Consent to Establish (CTE) from Uttar Pradesh Pollution Control Board (UPPCB), unless extended as per the terms of this Agreement.
- 1.1.7 **Concession Period** means the time period commencing from the date of COD of the Project and extending till the expiry of twenty-five (25) years or in the event this Agreement is terminated earlier in accordance with the provisions of this Agreement, the concession shall come to an end on the termination date.
- 1.1.8 **Confidential Information** means non- public information and items that are designated as being confidential or which under the circumstances of the disclosure ought to be treated as confidential. It includes without limitation the following in any form (i) the business policies and practices of both the parties; (ii) information received from Third Parties that the Parties are obligated to treat as confidential (iii) personal identification information; (iv) transactional or sales information; (v) any commercial, business and technical aspects and/or information or requirement that may be shared by either Party under this Agreement, and (vi) Project created by or on behalf of the service provider in connection with carrying out the Project and all Intellectual Property therein.



- 1.1.9 **Equipment** shall mean the machinery, equipment and vehicles bought and/or installed at the Project Site for execution and future operations of the Project.
- 1.1.10 **Effective Date** means the date of execution of this Agreement as stipulated at the beginning of this Agreement.
- 1.1.11 **Encumbrance** mean any mortgage, deed of trust, lien, pledge, charge, security interest, or encumbrance of any kind whatsoever in respect of such asset or property, as the case may be, whether or not filed, recorded or otherwise perfected or effective under Applicable Law, as well as the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement relating to such asset or property, as the case may be.
- 1.1.12 **Government Approval (s)** means all consents or permissions or approvals or licenses to be obtained from the Government Authority in connection with this Agreement.
- 1.1.13 **Government Authority** means Government of India or any person, authority or body exercising executive, legislative, quasi-judicial, regulatory or administrative functions of or pertaining to government including any government authority, agency, department board, commission or instrumentality of such Country, including India or any self-regulatory organisation.
- 1.1.14 **Impurities** means non-biodegradable waste/ inorganic fraction of Solid Waste including inerts.
- 1.1.15 **Intellectual Property** means ideas, concepts, equipment, creations, discoveries, inventions, improvements, know how, trade or business secrets, patents, trademarks, service marks, designs, utility models, tools, devices, models, methods, manufacturing processes, procedures, processes, systems, principles, synthesis protocols, algorithm. Project of authorship, flowcharts, drawings, books, papers, models, sketchers, formulas, proprietary techniques, research projects, copyrights designs and other confidential and property information database, data documents instructions manuals, records, memorandum, notes, user guides in either printed or machine-readable form whether or not copyrightable or patentable or protectable under any other intellectual property law or any written or verbal instructions or comments.

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20/04/2014



- 1.1.16 **Intellectual Property Rights** means (i) all rights, titles and interest under any statute or under applicable law including patent rights copyrights including moral rights and any similar rights in respect of Intellectual Property, anywhere in the world, whether negotiations or not; (ii) any license permissions and grants in connection therewith; (iii) applications for any of the foregoing and right to apply for them in any part of the world; (iv) right to obtain and hold appropriate registrations in Intellectual Property anywhere in the world (v) all extensions and renewals thereof and (vi) causes of action in the past; present or future, related thereto including the rights to damages and profits due to accrued arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same.
- 1.1.17 **Lenders** means the financial institutions, banks, multilateral lending agencies, trusts, funds and agents or trustees of debenture holders, including their successors and assignees, company, who have agreed to guarantee or provide finance and/or agreed to provide equity investment under any of the Financing Agreements for meeting all or any part of the cost for the Project.
- 1.1.18 **Obligated Quantity** shall have the meaning assigned to the term in Clause 10.1.
- 1.1.19 **Organic Waste** shall mean any biodegradable material that can be degraded by micro-organisms into simpler stable compounds.
- 1.1.20 **Project** shall mean all activities and processes required to be carried out by the Concessionaire for setting up and operation and maintenance of Bio CNG Facility and related facilities for processing 300 ton per day (excluding maximum 10% impurities) of source segregated organic fraction of Solid Waste and converting to compressed Biogas/ Bio-CNG as per this Agreement.
- 1.1.21 **Project Land** shall mean 12 acres of levelled land (including buffer zone) free from Encumbrances and any legacy waste to be provided by GNN to the Concessionaire.
- 1.1.22 **Project Site** shall mean collectively the Project Land and the access and approach roads to be provided by GNN to Concessionaire, free from Encumbrances and legacy waste for implementation of the Project.
- 1.1.23 **Solid Waste** means and includes solid or semi-solid domestic waste, sanitary waste, commercial waste, institutional waste, catering and market waste and

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other non-residential wastes, street sweepings, silt removed or collected from the surface drains, horticulture waste, agriculture and dairy waste, treated bio-medical waste excluding industrial waste, bio-medical waste and e-waste, battery waste, radio-active waste generated in the area under the local authorities but shall not include industrial hazardous waste, radioactive waste, or treated and untreated bio- medical wastes. Organic fraction of Solid Waste will refer to decomposable, putrefiable, Biodegradable Waste collected from vegetable, fruit and flower markets, hotels, restaurants, eateries, households and institutions.

1.1.24 **Source Segregated Organic Fraction of Solid Waste** shall mean the decomposable, putrefiable, Biodegradable Waste collected from households, vegetable, fruit and flower markets, hotels, restaurants, eateries, and commercial establishments, institutions. segregated by the waste generators at source from other waste streams (inorganic and non-putrefiable material) of solid waste and handed over to waste collector in a segregated form. The organic fraction of solid waste shall be delivered in segregated manner to the concessionaire without any impurities for its scientific processing at Bio- CNG Facility.

1.1.25 **Third Party** means any persons other than the Parties and the term "Third Parties" is construed accordingly.

## 1.2 Interpretations

In this Agreement, unless the context otherwise requires,

1.2.1 any reference to any statutory or Statutory provisions shall include:

- (i) all subordinate legislation made from time to time under provision (whether or not amended, modified, re-enacted or consolidated); and
- (ii) such provision as time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreements and (to the extent liability there under may exist or can arise) shall include any past

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- statutory provision (as from time to time amended. Modified, re-enacted or consolidated) which the provision referred to has directly or indirectly replaced.
- 1.2.2 any reference to the singular shall include the plural and vice-versa;
- 1.2.3 any references to the masculine, the feminine and the neuter shall include each other;
- 1.2.4 any references to a "Company" shall include a body corporate;
- 1.2.5 any reference to a document" in the agreed form" is to the form of the relevant document agreed between the Parties and for the purpose of identification initialled by each of them or on their behalf (in each case with such amendments as may be agreed by or behalf of the Parties);
- 1.2.6 the recitals and annexures form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any recitals and annexures to it. Any references to Clauses and schedules or annexures are Clauses and schedules or annexures to this Agreement. Any references to parts or paragraphs reference appear;
- 1.2.7 references to this Agreement or any other document shall be constructed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- 1.2.8 the expression ""this Clause" shall unless followed by reference to a specific provision. Be deemed to refer to the whole Clause (not merely the sub-Clause, paragraph or other provision) in which the expression occurs;
- 1.2.9 each of the representations and warranties provided in this Agreement is independent of other representations and warranties and unless the contrary is expressly stated, no Clause in this Agreement limits the extent or application of another Clause;
- 1.2.10 any reference to books files and records or other information and any of them means books, files, records or other information or any of them in any form or in whatever the medium held including paper electronically stored data, magnetic media, film and microfilm;
- 1.2.11 headings to Clause parts and paragraphs of schedules and schedules are for convenience only and do not affect the interpretation of this Agreement;

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- 1.2.12 "in writing" includes any communication made by letter or fax or email;
- 1.2.13 unless otherwise specified any reference to a time of date is to Indian Standard time;
- 1.2.14 the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- 1.2.15 references to a person (or to a word importing a person) shall be constructed so as to include:
- (i) individual, firms, partnership, trust, joint venture, company, corporation. Body corporate. Unincorporated hotly, association, organisation, any government. Or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality);
  - (ii) that person's successors in title assign or transferees permitted in accordance with the terms of this Agreement; and
  - (iii) references to a person's representatives shall he to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorised representatives.
- 1.2.16 where a wider construction is possible, the words "other" and "Otherwise" shall not be construed ejusdem generis with any foregoing words.

### 1.3 Documents

- 1.3.1 This Agreement and all other agreements and documents forming part of or referred to in this agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:
- (i) This Concession Agreement.
  - (ii) Land Lease Agreement with Concessionaire for Project Site.
  - (iii) GNN Work Order No. 4466/Health/2022 dated 31.10.2022;

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- (iv) EverEnviro proposal dated 02.09.2022 submitted to GNN;
- (v) GNN Corrigendum No.4172/H/2022-23 issued on 31.08.2022
- (vi) GNN Corrigendum No. 4263/H/2022-23 issued on 31.08.2022
- (vii) GNN Corrigendum No.4249/H/2022-23 issued on 26.08.2022
- (viii) Expression of Interest vide NIT 4205 dated 10.08.2022

## 2. GRANT OF CONCESSION

- 2.1 In consideration of the Fixed Annual Royalty (as defined hereinafter) and in accordance with the terms and conditions set forth in this Agreement, GNN hereby grants to the Concessionaire, the concession to undertake the Project and the Concessionaire hereby accepts the grant of concession comprising the right and authority, during the Term to investigate, study, design, engineer, procure, finance, set up, construct. Operate and maintain the facilities under the Project and to exercise and/or enjoy the rights, powers, benefits, privileges, authorizations and entitlements granted under this Agreement during the Term.
- 2.2 The Concessionaire will further have the right to borrow or raise money or funding required for the due implementation, operation and maintenance of the Project, under no circumstances the Concessionaire can mortgage or sell the land provided by GNN.
- 2.3 The Concessionaire shall also have the right to use, appropriate and process other wastes not limited to Agro Waste, Agro Industrial Waste, Cattle Waste, Energy Crop etc.at the Project Site to meet the process requirements and/or utilize the full installed capacity of the Project, as per the provisions of this Agreement. The Concessionaire shall be entitled to avail any capital grant/VGF, funding, subsidies from any Government Authority/ ies or any multi-lateral/ bi-lateral funding agencies for setting up or maintaining the Project. The Concessionaire will be solely responsible for raising finances by way of debt or equity sale at its discretion. Concessionaire shall be free to receive all the fiscal incentives and benefits accruing in respect of or on account of the Project including Carbon Credits/ Certified Emission Reduction (CERs)/ Verified Emission Reduction (VERs) under the Clean Development Mechanism (CDM) without any obligation sharing any proceeds of sale of such credits with GNN.

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- 2.4 The Concessionaire shall construct, install, operate and maintain the Project in accordance with this Agreement
- 2.5 The Concessionaire shall have full rights on all products and by-products from the Project and will be free to sell, use, store, appropriate and market all the products and by-products arising from the Project during the entire Term, after processing the Source Segregated Organic Fraction of Solid Waste including but not limited to Bio CNG / CBG, electricity, methane, compost, fermented organic manure, liquid digestate, Green Hydrogen, residual inert waste and recyclables and other non-objectionable products. All the revenue generated from the sale of products and by-products shall accrue entirely to Concessionaire.
- 2.6 If the Concessionaire desires an extension of time for completion of the work on the ground of it having been unavoidably hindered in its execution or on any other grounds, and such extension shall be granted by GNN on submission of request by the Concessionaire.
- 2.7 Concessionaire shall have the right to adopt and implement new technologies for enhancing processing of Source Segregated Organic Fraction of solid waste at the sole responsibility of the Concessionaire.
- 2.8 Receive all the fiscal incentives and benefits (if any) accruing in respect of or on account of the Project.
- 2.9 Exclusively hold, possess, and control the Project Site, in accordance with the terms of this Agreement, for the purposes of the due implementation of this Project.
- 2.10 Concessionaire is free to set up a Dispensing Station at the project site for sale of Bio-CNG (CBG) meeting regulatory requirements and standards to GNN and/ or third parties.

### 3. TERM

- 3.1 The concession is granted to the Concessionaire for a period of 25 (twenty five) years from the Commercial Operation Date of this Project or until earlier termination thereof in accordance with the terms of this Agreement ("Term").
- 3.2 GNN may agree to extend the concession after the Term for an additional as may be mutually agreed upon in writing between the Parties as per the applicable law.



#### 4. SITE OF THE PROJECT

Please refer the Land for project site at village Dundahera, Ghaziabad as attached in Annexure 1

- 4.1 GNN shall ensure that within a period of 30 (thirty) days from the Effective Date, allow necessary access and handover the vacant and peaceful possession of Project Land to the Concessionaire at Rs. 1 per square meter per year for entire Term.
- 4.2 GNN shall provide Approach Road, Power Supply, Water Supply, Street Light, Drainage, Sewer Line up to the Project site at its cost.
- 4.3 The Concessionaire shall not be allowed to use the Project Site for any purpose other than for the purpose of the Project and purpose incidental thereto.
- 4.4 The Concessionaire shall hand back the Project Site to GNN only at the time of expiry of the Concession Period.
- 4.5 Additional land will be allotted to the concessionaire on mutual consent of both Parties considering expansion of the capacity of the project in future.

#### 5 OBLIGATIONS OF THE CONCESSIONAIRE

- 5.1 The Concessionaire shall set up a New Bio-CNG project primarily based on source segregated Organic Fraction of Solid Waste under PPP with GNN on Design, Finance, Build, Own and Operate (DFBOO) basis within 18 months from the date of issue of Consent to Establish (CTE) by Uttar Pradesh Pollution Control Board (UPPCB). Concessionaire shall at its own cost and expense, investigate, study, design, construct, set up, operate & maintain the Project in accordance with the provisions hereof.
- 5.2 The Concessionaire shall pay Fixed Annual Royalty of Rs.74,00,000/- (Rupees Seventy Four Lakh only) to GNN, once GNN ensures continuous supply of minimum 300 TPD (excluding maximum 10% impurities) source segregated organic fraction of solid waste up to the project site. The Annual Royalty will be paid to GNN every year in the month of April
- 5.3 Concessionaire will be responsible to obtain various Clearances and Permits from Government Authorities with the assistance of GNN

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- 5.4 To produce Bio-CNG (CBG) i.e. Road Ready Fuel compliant to IS 16087:2016 specifications or any other product from the Organic Fraction of Solid Waste supplied by GNN.
- 5.5 The Concessionaire shall, at its own cost and expense, purchase and maintain during the Term, adequate insurance with respect to the Project.
- 5.6 The Concessionaire shall, at all times, ensure that all aspects of the Project and processes employed in the construction, operation and maintenance thereof, shall conform with the Applicable Laws pertaining to environment, health, safety and labour aspects, including any clearances, consents, authorisations required from the State Pollution Control Board.
- 5.7 The Concessionaire shall at its own cost and expense, investigate, study, design, construct, set up, operate maintain the Project in accordance with the provisions hereof.
- 5.8 The Concessionaire shall maintain all records of the quantum (measures in tonnes) of source segregated organic fraction of solid waste supplied to the Project Site, the waste processed, the amount of rejects.
- 5.9 The Concessionaire shall perform the services and carry out its obligations hereunder with all due diligence efficiency and economy, in accordance with generally accepted professional standards and practices.

## 6 OBLIGATION OF GHAZIABAD NAGAR NIGAM

- 6.1 GNN to provide 12 Acres of levelled Land free from Encumbrance & Legacy Waste at a fixed Nominal Lease Rent of Rs.1 per sq. meter/ year for the entire duration of Concession Agreement.
- 6.2 GNN shall mandatorily supply Minimum Obligated Quantity (300 TPD, excluding maximum 10% impurities) of Source Segregated Organic fraction of Solid Waste up to the Project Site during the entire Concession Period on free of cost basis from COD of the project.
- 6.3 GNN shall grant exclusive Right/ Right of First Refusal to concessionaire on quantity of Organic Fraction of Solid Waste generated in the Municipal Service Area of GNN beyond the existing agreement for the entire Concession Period to safeguard the Investment made by the concessionaire,

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- 6.4 GNN to allow usage of any other Organic Wastes like Agro Waste, Agro Industrial Waste, Cattle Waste, Napier Grass etc. to meet the process requirements and/ or to utilize full installed capacity of the Project without any restrictions. It is being clarified that this shall not impact GNN's obligation to supply the Obligated Quantity to Concessionaire
- 6.5 GNN shall allocate the site for disposal of the Process Rejects near the Project Site without any financial implication on the concessionaire i.e. concessionaire will not bear the cost of disposal of rejects at any point of time.
- 6.6 GNN will support the concessionaire in documentation to get the Capital Grant/ VGF/ CER/ VER, if any in future.

## 7 FINANCING OF THE PROJECT

- 7.1 The Concessionaire shall, at its own cost and expense, arrange the necessary funding (debt, equity and other source funding) required in order to ensure the due implementation of the Project.
- 7.2 The Concessionaire shall be free to enter into necessary agreements and arrangements with Lenders for the financing of the Project. The Concessionaire shall have the right to create mortgage/pledge/ hypothecation of goods / assets over the movable Project assets and their related documents of title, as security only for indebtedness to the Lenders in accordance with necessary financing agreements as may be entered for the aforesaid and/or for working capital arrangements for the Project. For the avoidance of doubt, the Concessionaire shall have the right to create an encumbrance on movable Project assets but no right to create charge or lien on Project Site. It is further agreed between the Parties that the Concessionaire shall have the right to assign any of its rights, interest and obligations under this Agreement and all agreements to be entered into with GNN (including Land Lease Agreement) in favour of the Lenders' representative as nominee and for the benefit of the Lenders, to the extent covered by and in accordance with the Substitution Agreement (as per the format attached as Annexure-2) as security for financing provided by Lenders under the financing agreements

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**8 CAPITAL GRANT**

At any moment of time if Concessionaire obtains Capital Grant/ Viability Gap Funding (VGF)/ Carbon Credits/ CERs for the Project then GNN shall support the Concessionaire in documentation process for the same without asking for any kind of share in the Capital Grant/ VGF/ Carbon Credits / CERs.

**9 PERSONNEL**

9.1 The Concessionaire shall make his arrangements for the engagement of all staff and labour required for the Project, local or otherwise, and their payment, housing, feeding and transport.

9.2 For the construction work and routine maintenance, the Concessionaire will employ technically qualified personnel

9.3 During the Term, the Concessionaire and its sub-contractors shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notifications and by laws of the State or Central Government or local authority and any other labour law. The Concessionaire shall keep GNN indemnified against direct and actual loss incurred by the concessionaire, in case any action is taken against concessionaire on account of contravention of any of the provisions of labour act or rules made there under, regulations or notifications including amendments, by the Concessionaire. If GNN is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/Byelaws/acts/rules/ regulations including amendments, if any, on the part of the Concessionaire. The GNN shall have the right to recover from the Concessionaire, the sum for making good the direct and actual loss or damage suffered by GNN. The employees of the Concessionaire and the sub-contractor in no case shall be treated as the employees of GNN at any point in time.

**10 SUBCONTRACTING**

The Concessionaire shall have the right to sub-contract any part of the Project, including but not limited to construction, operation and maintenance of the Project to any Third Party selected by the Concessionaire.

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## 11 SUPPLY OF SOURCE SEGREGATED ORGANIC FRACTION OF SOLID WASTE

- 11.1 GNN shall be responsible for the supply of 300 TPD (excluding maximum 10% impurities) ("Obligated Quantity") of source segregated Organic fraction of Solid Waste up to the Project Site during the entire Term on free of cost basis. The source segregated organic fraction of solid waste supplied by GNN up to the project site shall meet both, qualitative and quantitative requirements.

GNN will supply Source Segregated Organic fraction of Solid Waste (strictly meeting qualitative and quantitative requirements) up to the Project Site during the entire Concession Period on free of cost basis From the date of COD of the project.

- 11.2 GNN shall be solely responsible for the segregation of the solid waste into two fractions namely Organic Fraction and Inorganic Fraction.

In case, any lot of the supplied source segregated organic fraction of solid waste contains impurities more than 10% then the same will be jointly inspected by GNN and concessionaire and if the lot is found inappropriate for processing the same shall be taken back by GNN at its own cost and through its own resources without any financial implication on the concessionaire.

- 11.3 GNN shall ensure that, during the Term, the supply of all organic fraction of Solid Waste generated in the municipal service area of GNN shall be exclusive with the Concessionaire and GNN shall not allow any other Third Parties or person/company/ies or authority/ies to set-up, develop and operate any other processing system for source segregated organic fraction of solid waste excluding the existing ongoing projects.

- 11.4 In case of increase in supply of source segregated organic fraction of Solid Waste above the Obligated Quantity, GNN and Concessionaire shall mutually agree to an augmentation plan to process the increased capacity of organic fraction of Solid Waste at the existing processing site on allocation of additional land. Further, it is agreed between Concessionaire and GNN that Concessionaire shall have the right to refuse to receive any waste above the Obligated Quantity at the Project Site without any consequences or penalty.

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## 12 Rejects

- 12.1 The Concessionaire shall transfer the rejects left after the processing of the source segregated organic fraction of Solid Waste to the landfill site. If the landfill site is more than radius of 5 Km from the project site then GNN shall dispose the rejects at its own cost and through its own resources without any financial implication on the Concessionaire.
- 12.2 GNN shall ensure that the organic fraction of Solid Waste supplied to the Concessionaire contains minimal Impurities not exceeding 10% of the Obligated Quantity at any point of time in any consignment. In case any consignment of organic fraction of Solid Waste supplied by GNN contains Impurities more than 10%, the same shall be jointly inspected by the concessionaire. If the rejects in any consignment/ lot is found more than 10%, then the same shall be rejected by the concessionaire and GNN shall shift the entire waste quantity at its own costs and by its own resources.

## 13 PAYMENT OF ROYALTY

- 13.1 A Fixed Annual Royalty of Rs. 74,00,000/- (Rupees Seventy Four Lakhs Only) inclusive of all taxes, levies, Goods and Services Tax (GST), octroi, and duties, shall be paid by Concessionaire to GNN. The quoted Royalty will be fixed for the Term and shall not be subject to any escalation.
- 13.2 The Annual Royalty will be paid to GNN for supply of 300 TPD (excluding maximum 10% impurities) source segregated Organic Fraction of Solid Waste up to the project site.
- 13.3 The payment of Royalty to GNN will commence from the date of continuous supply of Obligated Quantity i.e. 300 TPD (excluding maximum 10% impurities) source segregated Organic Fraction of Solid waste up to the Project site.
- 13.4 In the event GNN fails to supply the Obligated Quantity to the Concessionaire as per the requirements and such short supply results in lower production of Bio CNG, then such shortfall in Obligated Quantity shall be compensated by proportionately reducing the share of Royalty payable by the concessionaire to GNN.

## 14 CARBON CREDITS

The Concessionaire shall at its own cost & expense endeavour to obtain carbon credits for the 'Project. All fiscal incentives and benefits accruing in respect of or on account of Carbon Credits/ CERs/ CDM shall be to the account of the Concessionaire. The Concessionaire shall bear all the development,



validation and other costs for obtaining the CDM benefits for the Project. The Authority shall not bear any expenses in relation to the above.

## 15 REPRESENTATIONS AND WARRANTIES

Each of the Parties represent and warrant to the other:

- 15.1 it is duly organized, validly existing and in good standing under the laws of India;
- 15.2 it has full power and authority to execute, deliver and perform its obligation under the Agreement and to carry out the transactions contemplated hereby;
- 15.3 it has taken all necessary corporate and other actions under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- 15.4 this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- 15.5 the execution, delivery and performance of this Agreement will not conflict with result in the breach of/ constitute a default under or accelerate performance required by any of the terms of its memorandum of and articles of association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;
- 15.6 there are no actions, suits, proceedings or investigations pending its knowledge threatened against it at law or inequity before any court or before any other judicial, quasi-judicial or other authority; and
- 15.7 it has knowledge of any violation or default with respect to any order, writ, injunction any decree of any court or default with respect to any order of any Government Authority.

## 16 TERMINATION

### 16.1 Termination by GNN

#### 16.1.1 Concessionaire's Event of Default:

If the Concessionaire fails to carry out any obligation under the Agreement, the GNN may by giving 60 (sixty) days written notice, require the Concessionaire to make good



the failure and to remedy it within a specified reasonable time which shall in no event be less than 90 (ninety) days from the receipt of notice ("Remedy Period"). The GNN shall be entitled to terminate the Agreement after the Remedy Period, if:

- (i) The Concessionaire is declared bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
- (ii) The Concessionaire becomes insolvent;
- (iii) A resolution for voluntary winding up has been passed by the shareholders of the Concessionaire.

16.1.2 It is clarified that for the purposes of this Agreement, the Concessionaire shall not be considered to be in breach of its obligations under this Agreement nor shall it incur or suffer any liability or impositions of liquidated damages if, and to the extent performance of any of its obligations under this Agreement is affected by or on account of any of the following:

- (i) A default or delay attributed to GNN or Third Party;
- (ii) Compliance with instructions given by GNN or the directions of any Governmental Authority;
- (iii) Delay in obtainment of Government Approval;
- (iv) Any repair or maintenance work being undertaken in any part of the Project that requires suspension of operations of the Project;
- (v) Force Majeure;
- (vi) Closure of the Project in full or part thereof, with the approval of GNN; and
- (vii) Orders of any court having competent jurisdiction.

16.1.3 **Consequence of Termination:** Upon termination of this Agreement on account of the Concessionaire Event of Default, GNN shall pay to the Concessionaire, by way of termination payment, an amount equal to 90% of the book value of the Project assets and take over charge of project assets from the Concessionaire.

## 16.2 Termination by Concessionaire

16.2.1 GNN's Event of Default:

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- (i) GNN has committed a breach of its obligations, Covenants, representations, warranties, and undertakings under this Agreement and fails to remedy such breach within 90 (ninety) days from the date of receipt of the notice on the same from the Concessionaire;
- (ii) GNN has failed to provide the Project Site to the Concessionaire as per the provisions of this Agreement;
- (iii) GNN has failed to supply the Minimum Quantity Organic MSW for a period of more than 7 days by giving 7 days' notice;
- (iv) GNN has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement;
- (v) GNN has unreasonably withheld or delayed any approval or permission that the Concessionaire is obliged to seek under this Agreement;
- (vi) GNN has been declared Bankrupt or dissolved or wound up.

16.2.2 Upon Termination of this Agreement on account of GNN Event of Default, the GNN shall pay to the Concessionaire, by way of termination payment, an amount equal to 110% of the book value of the Project assets and take over charge of project assets from the Concessionaire..

16.3 The Parties agree and acknowledge that pursuant to the notice of termination under this Clause by either Party, the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continued operation revenues from CBG of the Project i.e. the Concessionaire shall continue to receive Solid Waste, process and dispose them off, and GNN shall continue to provide Solid Waste.

16.4 The termination of this Agreement shall not in any way affect the rights of the Parties which accrued before the Effective Date of termination including its rights to claim and recover monetary damages and other rights and remedies it may have in law or in contract.

## 17 TRANSFER AND HANDBACK OF PROJECT SITE

17.1 The concessionaire shall transfer and hand back the project site only at the time of expiry of concession period.

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- 17.2 The concessionaire is free to remove the moveable project assets from project site and handover the site to GNN. In case, GNN desires to retain the project assets available at project site after the expiry of concession period, it can keep the same by paying the book value of project assets to the concessionaire.

## 18 INDEMNITY

- 18.1 The Concessionaire shall be deemed to have indemnified and saved harmless the Government and/or the GNN, against all action, suits, claims, demands, costs etc. incurred by any persons employed by the Concessionaire for the Project whether under Applicable Law or under workman's compensation Act, or any other statute in force at the time of dealing with the question liability employees for the injuries suffered by employees and have taken steps properly to ensure against any claim thereunder.
- 18.2 Notwithstanding the above each Party ("Indemnifying Party") agrees to indemnify, save and hold harmless the Other Party and its officers, directors, employees and representatives ("Indemnified Party") and against any direct and actual losses, damages, and liabilities, costs (including legal fees), expenses, charges, interest, penalty, claims, arbitration, proceedings, suits and all sums paid in relation to any compromise or settlement of any claim, arbitration, suit or proceeding, incurred due to (i) any non-performance or breach of any representation, warranties, covenants, undertakings and obligations of the Indemnifying Party contained in this Agreement; and/or, (ii) any negligence, error, or omission by the Indemnifying Party with respect to its obligations under or by reason of this Agreement; and/or; (iii) any violation of the Applicable Laws.

## 19 LIMITATION OF LIABILITY

- 19.1 It is clarified that the Concessionaire shall not be liable for any indirect or consequential terms of any nature whatsoever or loss or corruption of data from GNN's systems or loss of profit, goodwill, business opportunity, anticipated savings or benefits.
- 19.2 GNN agrees that the Concessionaire shall not have any liability (monetary or otherwise) in the event of any breach it commits, other than the obligation to transfer the vacant possession of Project Site to GNN, in the event GNN terminates this Agreement in accordance with provisions hereof.

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**20 DISPUTE RESOLUTION AND JURISDICTION****20.1 Dispute Resolution**

In the event of any dispute between the parties, either party may require such dispute to be referred to the first Municipal Commissioner and if the matter is not resolved within 30 (thirty) days, the matter shall be settled by arbitration in accordance with the provision of the Arbitration & Conciliation Act, 1996 and/or any statutory amendments thereto. The number of arbitrators shall be three. Each party shall nominate their respective arbitrators and both the nominated arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator. The venue of arbitration shall be New Delhi and the language used shall be English. The award of the arbitrator shall be final and binding on the party hereto. Neither the obligation of each party here to the performance of the contract nor the execution of work shall stop during the course of the arbitration proceeding or as a result thereof.

20.2 This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Ghaziabad shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

**21 INTELLECTUAL PROPERTY**

21.1 Both Parties acknowledge that each Party shall retain all its rights, title and interest in such Party's of pre-existing material during the Term of this Agreement and thereafter. GNN hereby acknowledges that Concessionaire shall remain the exclusive owner of Confidential Information and Intellectual Property Rights therein. GNN shall not do or commit to do anything by which the goodwill and reputation associated with the said Intellectual Property or other rights might be diminished or jeopardized.

21.2 GNN hereby agrees and acknowledges that the Concessionaire shall have the exclusive right to sell the products and by-products of the Project all Intellectual Property Rights in the Project shall be the property of the Concessionaire,

21.3 GNN further acknowledges and agrees that the Concessionaire as the owner of the Project shall have the sole and exclusive right to produce, sell and distribute the Project and data from the Project, in whole or in part, in all forms, formats, media and versions, now known or hereafter developed, including, without limitation, by any electronic or

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electro-magnetic form or analogue or digital signal, or on any human or machine readable medium, including as part of an electronic database.

- 21.4 GNN will not, at any time, during the Term or thereafter, represent that it is the owner or has any claim /interest/title in the Intellectual Property of the Concessionaire. The Intellectual Property shall not be re-branded or replicated or reverse engineered or copied or sold by GNN.

## 22 CONFIDENTIALITY

- 22.1 Each Party recognizes that, by virtue of this Agreement, the Party will be given and will have access to the Confidential Information of the disclosing Party. The receiving Party agrees and undertakes to abide by the terms of this Agreement as set out below.
- 22.2 Not to use the Confidential Information in whole in part, any purpose other than in connection with the Project. The receiving Party agrees to hold the Confidential Information in strict confidentiality and to protect its dissemination to and use by an unauthorized person or entity. In the absence of the disclosing Party's prior written consent, the receiving Party shall neither reproduce nor disclose the Confidential Information to any Third Party.
- 22.3 Not to disclose the Confidential Information to any Person or Third Party or make use of or take advantage of the Confidential Information for any purpose other than as specifically permitted under this Agreement.
- 22.4 To use the same degree of precaution as the receiving Party would use to protect his own Confidential Information.

## 23 FORCE MAJEURE

- 23.1 The term "Force Majeure" shall mean and refer to an exceptional event circumstance: (i) which is beyond the control of the person affected by these ("Affected Party"), or (ii) which Affected Party could not reasonably have provided against before entering into the Agreement, or (iii) which, having arisen, such Affected Party could not reasonably have avoided or overcome (iv) which is not substantially attributed to the other Party. Force

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Majeure may include, not limited to the following so long as conditions (i) to (iv) above are satisfied:

- (a) war hostilities (whether war be declared or not), invasion act of a foreign enemy, rebellion, riots, act of terrorism, revolution, insurrection, military or usurped power, pandemic, epidemic, or civil war, commotion, disorder, strike or lockout, munitions of war, explosive materials, ionizing radiation or contamination by radioactive toxic explosion, volcanic eruption;
- (b) Earthquake, flood, inundation and landslide;
- (c) Storm, tempest, hurricane, cyclone lightning, thunder or any other extreme atmosphere disturbances;
- (d) Strikes, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Party;
- (e) compulsory acquisition or takeover the management of the Concessionaire by Government agency or expropriation of any asset of the Project or rights of the Concessionaire.

23.2 Upon the occurrence of a Force Majeure event, the Affected Party shall, by written notice report such occurrence to the other Party and such notice shall contain: (i) the particulars of the estimated duration and effect or probable effect which such Force Majeure is having or will have on the Affected Party's performance of its obligation under the Agreement (ii) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure event; and (iii) any other information relevant to the Affected Party's claim.

23.3 In the event of the Affected Party being rendered unable by Force Majeure to perform any duty or discharge any responsibility arising out of the Agreement, the relative obligation of the Party affected by such Force Majeure shall, upon written notification to the other Party be suspended for the period during which Force Majeure event lasts to the extent it is unable to perform on account of such Force Majeure event.

23.4 The Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure event and to cure the same with due diligence.

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- 23.5 For the period of extension granted to the Concessionaire due to Force Majeure, the penalty clause shall not apply.
- 23.6 The time for performance of the relative obligation suspended by the Force Majeure shall stand extended by the period for which such cause lasts.
- 23.7 When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.
- 23.8 Upon the occurrence of a Force Majeure Event, the obligations of the Concessionaire, the performance of which are directly interfered with by such Force Majeure Event shall stand suspended till such time as the Force Majeure Event subsides.
- 23.9 Upon termination of this Concession Agreement on account of Force majeure Event, the GNN shall pay to the Concessionaire, by way of termination payment, an amount equal to 100% of the book value of the Project assets less insurance cover and 100% of outstanding debt at the date of the termination notice.

## 24 COMMUNICATION

All certificates, notices or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and English language and shall be given by hand delivery, recognised internationally courier, Email or facsimile transmission and deliver or transmit to the Parties at their respective address set out below:

If to Authority:

Address: Ghaziabad Nagar Nigam, Navyug Market, Opposite Old Bus Stand,

Ghaziabad, Uttar Pradesh-201001

Telephone No.: 0120-2790369

Email: nnga@nic.in

If to Concessionaire:

Address: EverEnviro Resource Management Private Limited, One World Centre, 16<sup>th</sup>



Floor, Tower 2A, Senapati Bapat Marg, Elphinstone Road, Mumbai-400013  
 Telephone No.: 0124 4297200  
 Fax: 0124 4297201  
 Email: [rohit.chauhan@indoenviro.com](mailto:rohit.chauhan@indoenviro.com)

## 25 MISCELLANEOUS

- 25.1 All payments under this Agreement shall be made in INR.
- 25.2 If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith to agree to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision.
- 25.3 Any waiver of any provision of this Agreement is ineffective unless it is in writing and signed by the Party waiving its rights. A waiver by either Party in respect of a breach of a provision of this Agreement by the other Party is not a waiver in respect of any other breach of that or any other provision. The failure of either Party to enforce at any time any of the provisions of this Agreement shall not be interpreted as a waiver of such provision.
- 25.4 This Agreement and the Lease Agreement contain all covenants, stipulations and provisions agreed upon by the Parties. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.
- 25.5 Any modification or variation of the terms and conditions of this Agreement, including any modification or variation of the scope of the services, may only be made by written agreement between the Parties.
- 25.6 This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

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- 25.7 This Agreement is intended solely for the benefit of the Parties and their respective successors and assign/ permitted assigns, and nothing in this Agreement shall be construed to create any duty to the standard of care with reference to, or any liability to, any person not a Party to this Agreement.
- 25.8 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
- 25.9 This Agreement may be executed in two counterparts each shall be deemed as original of this Agreement, and which together shall constitute one and the same instrument; provided that neither Party shall be bound to this Agreement unless and until both Parties have executed a counterpart.

IN WITNESS WHERE OF, the Parties there to have caused this Agreement to be executed on the day and year is first before written.

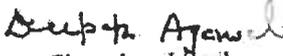
For Ghaziabad Nagar Nigam

Signed and Seal अधिकारी  
 नगर निगम गाज़ियाबाद  
 Name: Dr. Mithilesh Kumar  
 Designation: Municipal Health Officer

Witness:  
 1.   
 ARVIND TYAGI

Date: 24.11.2022  
 Place: Ghaziabad, Uttar Pradesh

For EverEnviro Resource  
 Management Private Limited

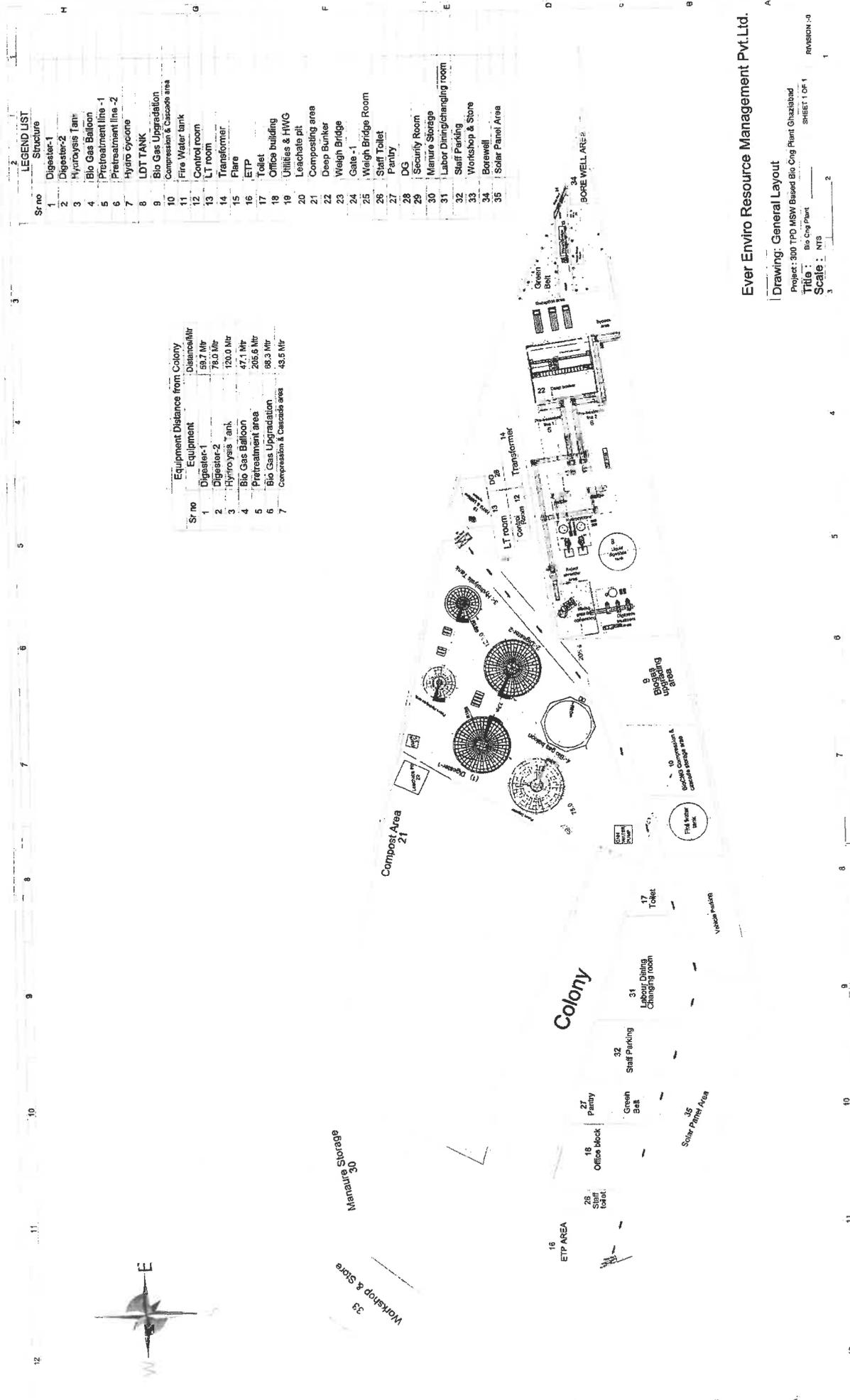
  
 Signed and Seal

Name: Deepak Agarwal  
 Designation: Executive Director



Witness:  
 1.   
 ROHIT CHAUHAN

Address: Sector 82, Gurugram, Haryana



**LEGEND LIST**

Sr no	Structure
1	Digester-1
2	Digester-2
3	Hydrolys Tank
4	Biogas Balloon
5	Pretreatment line -1
6	Pretreatment line -2
7	Hydro cyclone
8	LDT TANK
9	Biogas Upgradation
10	Compostin & Cascade area
11	Fire Water tank
12	Control room
13	LT room
14	Transformer
15	Flare
16	ETP
17	Toilet
18	Office building
19	Utilities & HWG
20	Leachate pit
21	Composting area
22	Deep Bunker
23	Weigh Bridge
24	Gate - 1
25	Weigh Bridge Room
26	Staff Toilet
27	Pantry
28	DG
29	Security Room
30	Manure Storage
31	Labor Dining/changing room
32	Staff Parking
33	Workshop & Store
34	Borewell
35	Solar Panel Area

Sr no	Equipment	Distance/Mtr
1	Digester-1	59.7 Mtr
2	Digester-2	76.0 Mtr
3	Hydrolys Tank	120.0 Mtr
4	Biogas Balloon	47.1 Mtr
5	Pretreatment area	205.6 Mtr
6	Biogas Upgradation	98.3 Mtr
7	Compostin & Cascade area	43.5 Mtr

Ever Enviro Resource Management Pvt.Ltd.

Drawing: General Layout

Project: 300 TPD MSW Based Bio-Cng Plant Chhatanad

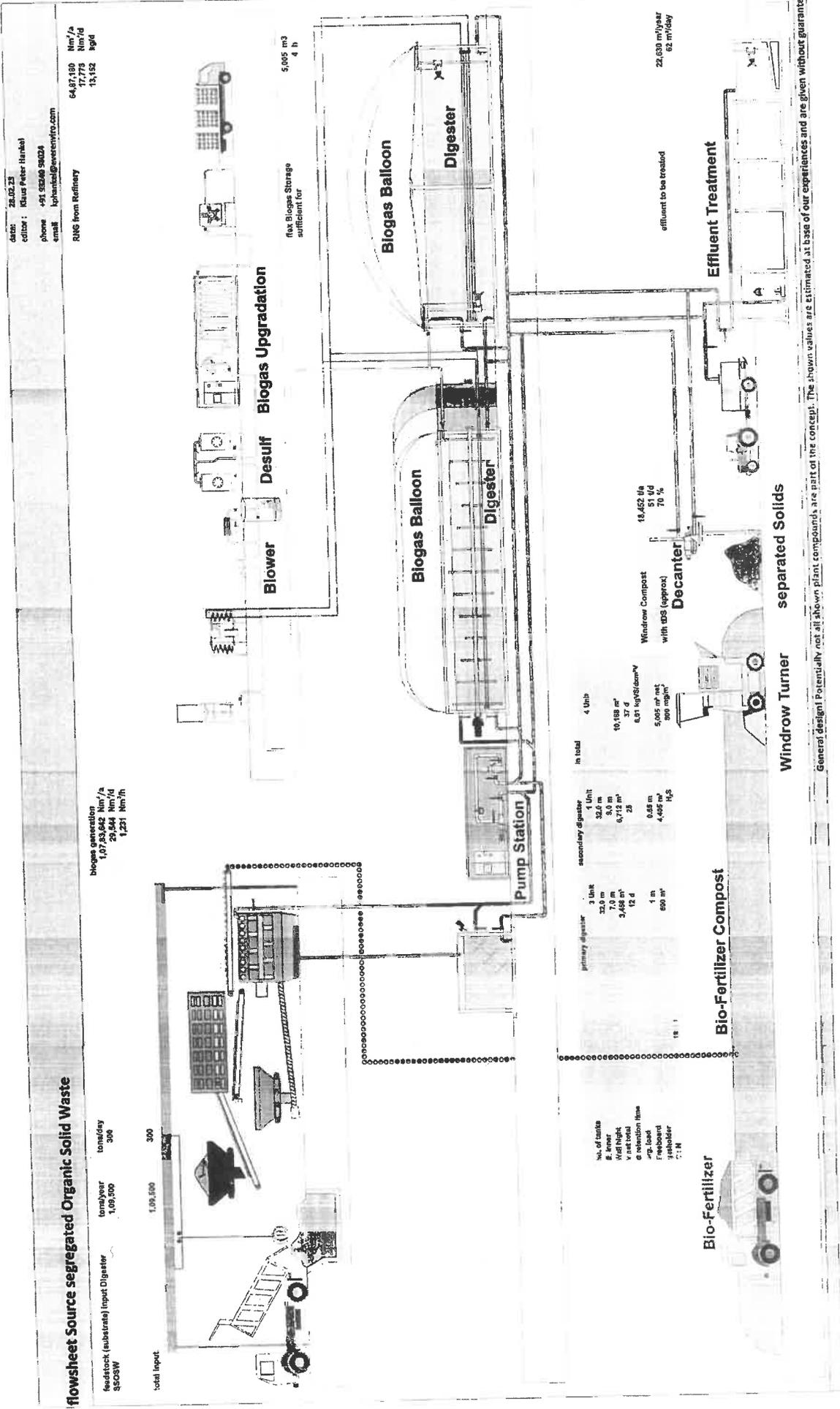
Title: Bio-Cng Plant

Scale: NTS

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Regional Office, U.P. Pollution Control Board, Ghaziabad  
Website- www.uppcb.com, e-mail: roghaziabad@uppcb.in

बोर्ड मुख्यालय स्तर से अनापत्ति प्रमाण पत्र आवेदन पर निर्णय लिये जाने हेतु निरीक्षण आख्या।

प्रस्तावित नवीन इकाई मैसर्स EVERENVIRO RESOURCE MANAGEMENT PRIVATE LIMITED, Khasra No121-124,129,304- 306, Village. Dundahera, Ghaziabad पर उद्योग स्थापित किये जाने हेतु प्राप्त अनापत्ति प्रमाण-पत्र आवेदन पत्र पर निर्णय लिये जाने के सम्बन्ध में क्षेत्रीय कार्यालय द्वारा सूचनाओं का सक्षिप्त विवरण एवं आख्या

- |    |   |  |
|----|---|--|
| 1. | उद्योग का नाम :   | मैसर्स EVERENVIRO RESOURCE MANAGEMENT PRIVATE LIMITED, Khasra No121-124,129,304- 306, Village. Dundahera, Ghaziabad  |
| 2. | आवेदन की तिथि   | 14.04.2023   |
| 3. | अन्तिम सूचना प्राप्ति की दिनांक   | 14.04.2023   |
| 4. | स्थल सर्वेक्षण का दिनांक व समय  | 02.05.2023   |
| 5. | सर्वेक्षण के समय उपस्थित व्यक्ति का नाम व पद  | श्री राज कुमार, मैनेजर   |
| 6. | (क) नई इकाई<br>(ख) कार्यरत इकाई विस्तारीकरण डायवर्सिफिकेशन/शिफ्टिंग   | प्रस्तावित नवीन इकाई लागू नहीं।<br>लागू नहीं।  |
| 7. | प्रोजेक्ट की कुल लागत   | आनलाईन आवेदन पत्र के साथ संलग्न सी०ए० प्रमाण पत्र के अनुसार उद्योग का विनियोजन 78 लाख है।  |
| 8. | लघु, मध्यम या वृहद  | वृहद   |
| 9. | प्रस्तावित स्थल<br>(क) औद्योगिक पत्र<br>1. आवंटन पत्र<br>2. औद्योगिक क्षेत्र का नक्शा<br>(ब) अन्य<br>1. भू प्रयोग प्रमाण पत्र (धारा 80 जेड आर एल ए) | Khasra No121-124,129,304- 306, Village. Dundahera, Ghaziabad<br>लागू नहीं।<br>लागू नहीं।<br>लागू नहीं।<br>आवेदन पत्र के साथ संलग्न नगर निगम, गाजियाबाद के प्राधिकृत अधिकारियों एवं मैसर्स EVERENVIRO RESOURCE MANAGEMENT PRIVATE LIMITED के साथ किये गये लैण्ड लीज एग्रीमेंट की प्रति संलग्न की गयी है। उक्त लैण्ड लीज एग्रीमेंट के साथ लैण्ड के सम्बन्ध में एक नक्शा संलग्न है। जिस पर उपरोक्त खसरा |

नं चिह्नित है एवं बायो सी0एन0जी0 प्लांट हेतु प्रमाणित किया गया है। अन्य किसी सम्बन्धित विभाग/गाजियाबाद विकास प्राधिकरण, गाजियाबाद द्वारा जारी किया गया नक्शा व लैण्ड यूज प्रमाण पत्र संलग्न नहीं किया गया है। संलग्न है।

2. सत्यापित लोकेशन मैप (निरीक्षण द्वारा)
10. कार्यस्थल प्रतिबंधित क्षेत्र आगरा मथुरा या दूनवैली सीमा के अंतर्गत है या नहीं नहीं।
11. 1. निकटतम आबादी की दूरी दिशा उक्त प्रस्तावित स्थल के 100 मीटर परिधि में सघन आवासीय क्षेत्र है। ग्राम डूडाहेरा, रि-पब्लिक कासिंग आवासीय क्षेत्र, ग्राम बिहारीपुर, सेन विहार इत्यादि। सत्यापित लोकेशन मैप संलग्न है।
2. 2 कि0मी0 त्रिज्या के क्षेत्र में आबादी का विवरण। संलग्न मैप के अनुसार।
3. 5 कि0मी0 त्रिज्या के क्षेत्र में आबादी का विवरण। संलग्न मैप के अनुसार।
12. हाइवे से दूरी लगभग 0.5 कि0मी0 के क्षेत्र में।
1. रेलवे से दूरी लगभग 1 कि0मी0 के क्षेत्र में।
2. हाईटेन्शन लाइन से दूरी संलग्न मैप के अनुसार।
3. धार्मिक सामाजिक स्थल से दूरी उपरोक्त आवासी क्षेत्र में स्थित मन्दिर/मस्जिद/स्कूल/कालेज इत्यादि।
13. 1. मुख्य उत्पाद (मात्रा सहित) प्रस्तावित उत्पाद Compressed Bio Gas-300 MTD आवेदन पत्र के अनुसार।
2. सह उत्पाद (मात्रा सहित) Fermented organic Manure-25MTD, Refused Derived Fuel-35MTD आवेदन पत्र के अनुसार।
14. मुख्य कच्चे माल का विवरण (मात्रा सहित) प्रस्तावित कच्चे माल— Source Segregated Organic Waste-300MTD, paddy straw-10MTD, Agro Residue-10MTD, Biomass-5MTD आवेदन पत्र के अनुसार।
15. प्रस्तावित उत्पादन तिथि अप्रैल-2024 (आवेदन पत्र के अनुसार)।
16. जल प्रदूषण स्रोत एवं रोकथाम की व्यवस्था लागत सहित व्यवस्था की उपयोगिता आवेदन पत्र के अनुसार उद्योग में जल का प्रयोग घरेलू प्रयोजन (6.0 कि0ली0/दिन) एवं औद्योगिक प्रक्रिया (41.0 कि0ली0/दिन) प्रयोग किया जायेगा। आवेदन पत्र के अनुसार घरेलू प्रक्रिया से 6.0 कि0ली0/दिन एवं औद्योगिक प्रक्रिया 137.0 (वाशिंग एवं कच्चे माल के रूप में प्रयोग किये गये पदार्थों) कि0ली0/दिन उत्प्रवाह जनित होगा। प्रस्ताव के अनुसार घरेलू उत्प्रवाह को 6.0 के0एल0डी0 को सेप्टिक टैंक/सोकपिट एवं औद्योगिक उत्प्रवाह को ई0टी0पी0 के माध्यम से शुद्धिकृत कर निस्तारित किया जायेगा। ई0टी0पी0 की डिजाईन डिटेल् एवं क्षमता का विवरण नहीं दिया गया है।
- (क) घरेलू एवं औद्योगिक उत्प्रवाह प्रस्ताव के अनुसार घरेलू उत्प्रवाह को सेप्टिक टैंक/सोकपिट एवं औद्योगिक उत्प्रवाह को ई0टी0पी0 के माध्यम से शुद्धिकृत कर निस्तारित किया जायेगा।
- (ख) नाले का नाम नगर निगम ड्रेन-डासना ड्रेन।

17. (ग) नदी का नाम वायु प्रदूषण स्रोत एवं चिमनी की ऊँचाई एवं वायु प्रदूषण संयंत्र का नाम  
हिण्डन नदी।  
प्रस्ताव के अनुसार उद्योग में 125 के0वी0ए0 का 01 डी0जी0 सेट की स्थापना की जायेगी। डी0जी0 सेट पर भू-तल से 11 मीटर ऊँची चिमनी की स्थापना का प्रस्ताव दिया गया है। प्रक्रिया उत्सर्जन नियंत्रण हेतु प्रस्ताव नहीं दिया गया है।
18. (क) हैजार्डस केमिकल्स के नाम भण्डारण हैण्डलिंग, उत्पादन आदि  
(ख) हैजार्डस/टोस अपशिष्ट की मात्रा एवं विवरण  
(ग) हैजार्डस/टोस अपशिष्ट का निस्तारण  
विवरण प्रेषित नहीं।  
विवरण प्रेषित नहीं।  
विवरण प्रेषित नहीं।
19. (क) क्राईसिस मैनेजमेंट प्लान/रिअसेसमेंट/सेप्टी रिपोर्ट  
(ख) पर्यावरणीय स्वीकृति  
प्रेषित नहीं।  
लागू नहीं।
20. उद्योग एक्शन प्लान के अन्तर्गत है या नहीं  
नहीं
21. हरित पट्टिका का प्रस्ताव  
22. शपथ पत्र दिया गया है अथवा नहीं  
संलग्न ले-आउट मैप के अनुसार।  
आवेदन पत्र के साथ संलग्न।
23. कार्यरत इकाईयों की अनुपालन आख्या  
विवरण प्रेषित नहीं।
24. प्रस्ताव बोर्ड द्वारा निर्धारित मार्गदर्शिका के अनुरूप है या नहीं  
मुख्यालय स्तर से प्रस्ताव का तकनीकी मूल्यांकन किया जाना उचित होगा।
25. जिला पर्यावरण समिति की आख्या व संस्तुति  
लागू नहीं।
26. प्रस्तावित योजना एवं प्रदूषण नियंत्रण व्यवस्था के कार्यान्वयन का समयबद्ध कार्यक्रम  
प्रस्तावक द्वारा प्रस्तुत पर्यावरण प्रबन्धन प्लान के अनुसार।
- स. एन0ओ0सी0 शुल्क  
प्रस्तावक द्वारा एन0ओ0सी0 शुल्क के रूप में रु 25,000/- का भुगतान ऑनलाइन किया गया है। प्रस्तुत सी0ए0 सर्टिफिकेट के अनुसार उद्योग का विनियोजन 78 लाख है, जिसके अनुसार प्रेषित शुल्क पूर्ण है।
27. जल आपूर्ति का विवरण  
आवेदन पत्र के अनुसार घरेलू प्रयोजन हेतु 6.0 के0एल0डी0 जल की आपूर्ति नगर निगम सप्लाई के माध्यम से की जायेगी तथा औद्योगिक प्रयोजन हेतु 41.0 के0एल0डी0 जल की आपूर्ति भू-गर्भ जल के माध्यम से की जायेगी।
28. अन्य विवरण  
प्रस्तावित स्थल सघन आबादी के मध्य स्थित है तथा स्थल

←

के चारो तरफ 50 मीटर से लेकर 100 मीटर की परिधि में आवासीय क्षेत्र में स्थित है। Biogas Plant (CBG)/Bio-CNG Plants” की स्थापना हेतु केन्द्रीय प्रदूषण नियंत्रण बोर्ड, नई दिल्ली द्वारा गाईड लाईन Environmental Guidelines for Compressed Biogas Plant (CBG)/Bio-CNG Plants” दिनांक 23.02.2022 जारी की गयी है। उक्त गाईड लाईन में निम्न बिन्दु उल्लेखित है, परन्तु Siting Criteria का उल्लेख नहीं किया गया है।

**Guidelines to be followed by CBG Plants I Handling of Solids Waste / Input material**

1. Biodegradable solid waste/input material should be stored in such a manner that leachates formed do not get mix with any natural water body or stream.
2. If solids have any fire hazard possibility due fire extinguishing system should be set up.
3. Reject/undigested Solids should be disposed in accordance with SWM Rules,2016 & its amendments and shall not be mixed with digested slurry for disposal.
4. Digested solid/sludge shall be used for producing FOM or Bio-compost. In case of Biocompost, following shall be ensured:
  - a) The composting facilities of adequate size may be designed through expert institutions in the field.
  - b) The compost yard be provided with impermeable base with facility for collection of leachate and surface water run-off into lined drains leading to a leachate treatment and disposal facility.
  - c) The composting facility shall not be located within 300 m from the nearest dwelling and 100 m from any well or water course.
  - d) Necessary precaution shall be taken to minimise nuisance of odour, flies, rodents, bird menace and fire hazard.
  - e) The windrow area shall be provided with impermeable base. Such a base shall be made of concrete or compacted clay of 50 cm thick having permeability coefficient less than 10-7 cm/sec. The base shall be provided with 1 to 2 per cent slope and circled by lined drains for collection of leachate or surface run-off.
  - f) Leachate collection system shall be constructed. Leachate can be re-circulated in compost plant for moisture maintenance.
  - g) The end product compost shall meet the standards prescribed under Fertilizer Control Order notified from time to time.
  - h) The daily logbook record of the solid waste generated and bio-compost shall be maintained.
5. **Groundwater monitoring**
  - a) Location of piezometer- wells: Minimum at 2 places along the periphery of the bio-compost yard such that one is in the upstream of the Ground water flow direction and one in the downstream direction.
  - b) Hand pump: at least 30 meters depth, located within 500 meters to 1 Km from yards. Water quality of hand pump should be tested pre and post monsoon.
6. **Approach Road to bio-compost yard:** The entrance of the Bio-compost yard should be paved all-weather road for

approach of vehicles.

7. Packaging and Labelling/Marking -The bio-compost or Bio manure shall be packed and labelled/marked properly.

8. Storage facilities for ready compost should be covered under shed having platform.

9. All other wastes such as iron filings, waste oils, transformer oils, batteries & other ewaste should be recycled using registered vendors.

#### **II Solid Manure:**

10. Solid manure should be stored in leachate-free way.

11. Solid manure can be used in farms with or without any value addition in conformity with requirements of Gazette Notification No. 2051 dated 14.072020 & No. 1972 dated 01.06.2021.

12. Solid manure may be converted to PROM (Phosphate Rich Organic Manure), Organic Potash fertilizer, organic silica fertilizer etc.

#### **III Liquid Manure (Fermented Organic Manure):**

13. Digested slurry while producing FOLM should be separated for solids as much as possible.

14. Use decanter, screw press, filter media or drying pit for separation of solids.

15. Liquid manure should be stored in leachate-free way.

16. Liquid manure can be used in farms with or without any value addition after confirming the stipulated quality requirements.

17. Liquid manure can be applied in farms after required treatment, depending on feed material and in conformity with requirements of Gazette Notification No. 2051 dated 14.072020 & No. 1972 dated 01.06.2021 and applicable effluent discharge standard. There shall be no adverse impact of application of digested biogas slurry on soil & environment.

18. Impermeable tank having total storage capacity of 15 days shall be provided for storing the liquid manure.

19. Any concurrent use of fertilizers (along with LOM) shall be done judiciously to avoid any superimposed effect.

20. In no case, the Liquid manure/effluent/leachate shall not be discharged into the drain/nallah/surface water bodies/channels/rivers.

21. The liquid concentrated nutrient rich fertilizer product after post processing shall be labelled and packed in containers for sale.

22. The daily logbook record of the Liquid manure produced by the unit shall be maintained.

#### **IV Self-monitoring system**

23. A flow-meter shall be installed at the wastewater/slurry generation/discharge line to quantify the slurry being generated for treatment. A PTZ camera shall be installed at storage tank and bio-compost area to monitor the bio-composting operation. Page | 12 V Scrubber System:

24. CBG Plants use following types of scrubbers:

a) Iron chelating based for H<sub>2</sub>S removal.

- Disposal of sulphur recovered from the process should be sold/disposed off in correct manner as per rule.

- All waste streams coming from plant should be suitably treated & recycled/reused. In no case, effluent enters water

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body.

b) PSA for CO2 removal

- Exhaust gas being released to atmosphere in safe manner.
- Height of exhaust gas chimney to be raised to 3m above the roof level at least.
- Iron filings, silica gel should be disposed of through certified vendors.

c) Membrane for CO2 removal

- Membrane material disposal should be done through registered vendors only.

d) Water scrubber for CO2 and H2S removal.

- Effluent generated which is high in acids should be neutralized by using suitable method & then disposed off after meeting the notified effluent discharge norms.

#### VI Other Requirements

25. Ambient air quality monitoring shall be regularly carried out.

26. Odour nuisance at down-wind direction on the boundary of processing plant shall also be checked regularly & accordingly necessary steps for its control shall be taken.

27. The Gensets shall comply with the latest Indian emission norms for Gas based Engines.

28. The biogas plants may be integrated with Solar PVs to make these plants cost economically viable

29. The CBG plant shall install flow meter at all water abstraction points for measuring water consumption & maintain logbook for the same.

क्षेत्रीय कार्यालय की समिति की संस्तुति

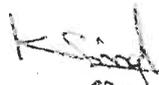
Biogas Plant (CBG)/Bio-CNG Plants” की स्थापना हेतु केन्द्रीय प्रदूषण नियंत्रण बोर्ड, नई दिल्ली द्वारा जारी गाईड लाईन दिनांक 23.02.2022 में Siting Criteria का उल्लेख नहीं किया गया है। प्रस्तावित स्थल सघन आबादी के मध्य स्थित है तथा स्थल के चारो तरफ 50 मीटर से लेकर 100 मीटर की परिधि में आवासीय क्षेत्र में स्थित है तथा प्लांट संचालन जनमानस को समस्या होना स्भाविक है।

उपरोक्त तथ्यों को दृष्टिगत रखते हुये उक्त Compressed Biogas Plant (CBG) के अनापत्ति प्रमाण पत्र Siting Criteria के सम्बन्ध में केन्द्रीय प्रदूषण नियंत्रण बोर्ड, नई दिल्ली से सुझाव प्राप्त किया जाना उचित होगा।

प्रस्ताव के साथ 125 के0वी0ए0 डी0जी0 सेट की स्थापना का प्रस्ताव दिया गया है। सी0ए0क्यू0एम0 गाईड लाईन के अनुसार आर0ई0सी0डी0 व डयूल फयलू का प्रस्ताव लिया जाना उचित होगा।

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

  
(अनिल कुमार गुप्ता)  
वैज्ञानिक सहायक

  
(किशन सिंह)  
सहायक पर्यावरण अभियन्ता

क्षेत्रीय अधिकारी



बिहारपुर गाँव

(S.A)

(ATRE)



## U.P. POLLUTION CONTROL BOARD

Building.No. TC-12V Vibhuti Khand, Gomti Nagar, Lucknow-226 010  
Telephone: +91-522-2720831, 2720681, 2720691 (Fax): +91-522-2720764

Ref No. -  
179554/U.P.P.C.B./Ghaziabad(U.P.P.C.B.R.O)/CTE/GHAZIABAD/2023

Dated : 19/07/2023

To ,

M/S RAJ KUMAR

EVERENVIRO RESOURCE MANAGEMENT PRIVATE LIMITED

Khasra No121-124,129,304-306, Land for Bio-CNG project, Village. Dundahera,

Ghaziabad,GHAZIABAD,201009

GHAZIABAD

**Sub : Consent To Establish( C.T.E ) Application under section 25/26 of Water (Prevention & Pollution of control) Act, 1974 as amended and section 21/22 of Air (Prevention & Control of Pollution) Act, 1981 as amended**

Kindly refer to your application for Consent to Establish (C.T.E) dated 14/04/2023 received on 14/04/2023 for the proposed Project of EVERENVIRO RESOURCE MANAGEMENT PRIVATE LIMITED Expansion of Existing Unit/ Modernization/diversification of existing plant at Khasra No121-124,129,304-306, Land for Bio-CNG project, Village. Dundahera, Ghaziabad,GHAZIABAD,201009 under section 25/26 of Water (Prevention & Pollution of Control) Act 1974 as amended and section 21 of Air (Prevention & control of Pollution) Act, 1981 as amended.. Your Consent to Establish application is hereby Refused due to following reasons :

### Reason:

During the inspection, it was observed that the proposed site is situated amid densely populated residential area within a radius of 50 to 100 meters. So, if this proposed unit is established and becomes functional then it is likely to have adverse impact on nearby population.

Environmental Guidelines for Compressed Biogas Plant (CBG)/Bio-CNG Plants" dated 23.02.2022 has been issued by the Central Pollution Control Board, New Delhi, but the Siting Criteria is not mentioned in the same guideline. Letter has been sent to MS, CPCB vide this office's letter on dated 21.06.2023 for providing guideline regarding sitting criterion whose reply is still awaited

An online query was also raised dated 21-06-2023 which is as below

"Guideline Environmental Guidelines for Compressed Biogas Plant (CBG)/Bio-CNG Plants" dated 23.02.2022 has been issued by the Central Pollution Control Board, New Delhi, but the Siting Criteria has not been mentioned. Letter has been sent to MS, CPCB vide this office's letter on dated 21.06.2023. Before processing this CTE application, the following documents/information are may be provided alternatively by the unit: - Siting Criteria as CPCB guideline Environmental Guidelines for Compressed Biogas Plant (CBG)/Bio-CNG Plants on dated 23.02.2022."

The project proponent has online given an unsatisfactory reply regarding above query. Complaints are also being received against such proposed unit.

As the Siting Criteria is a prerequisite for granting Consent to Establish, the application cannot be approved at this time. However, once the Siting Criteria is obtained from CPCB, the industry will be notified, and the application may be reconsidered accordingly.

# 200

The Consent To Establish (C.T.E ) Application under section 25/26 of The Water (Prevention & Control of Pollution) Act, 1974 as amended and section 21/22 of The Air (Prevention & Control of Pollution) Act 1981 as amended, is hereby refused and you are hereby informed to comply the mandatory provisions of aforesaid acts.

**Vikas** Digitally signed  
by Vikas Mishra  
Date:  
**Mishra** 2023.07.19  
13:34:56 +05'30'

( Authorized Signatory )

VIKAS MISHRA  
Regional Officer

**Copy To -**

CEO-1, UPPCB, LUCKNOW.

VIKAS MISHRA  
Regional Officer  
( Authorized Signatory )



**मिशन LiFE - पर्यावरण के लिए जीवन शैली**  
(Lifestyle For Environment)  
**जनसहभागिता का सन्देश**



- स्वच्छता – देशसेवा में अपने परिवेश की स्वच्छता हेतु अपना सक्रिय योगदान सुनिश्चित करें
- संकल्प लें -एकल उपयोग प्लास्टिक उत्पाद जैसे कप, तश्तरी, चम्मच, स्ट्रॉ, ईयरबड्स आदि का उपयोग न हो एवं पर्यावरण अनुकूल विकल्पों जैसे कागज/पत्तों से बने दोने या कटलरी को प्राथमिकता दी जाय ।
- एकल उपयोग प्लास्टिक उत्पाद के प्रयोग को रोकने एवं प्लास्टिक बैग के बजाय कपड़े के थैले का उपयोग करने मात्र से 375 मिलियन टन ठोस (प्लास्टिक) कचरे का उत्सर्जन बचाया जा सकता है
- चक्रीय अर्थव्यवस्था (सर्कुलर इकोनॉमी) का समुचित कार्यान्वयन वर्ष 2030 तक लगभग 14 लाख करोड़ रुपये की अतिरिक्त बचत उत्पन्न कर सकता है | वेस्ट /अपशिष्ट फेकने के पूर्व सोचें, ये किसी का संसाधन तो नहीं ...?
- अनुपयोगी इलेक्ट्रिक / इलेक्ट्रॉनिक उत्पाद को कचरे में फेकने से रुकें | इसके उपयुक्त निस्तारण हेतु इसे प्राधिकृत ई – वेस्ट रीसाइकलर को दें | प्राधिकृत ई-रीसाइकलिंग इकाई में अनुपयोगी इलेक्ट्रिक / इलेक्ट्रॉनिक उत्पाद को देने मात्र से 0.75 मिलियन टन तक ई-कचरे का पुनर्चक्रण किया जा सकता है एवं ई-कचरे के विषम पर्यावरणीय दुष्प्रभाव से बचा जा सकता है
- बाहर जाते समय - सोचें कि क्या आपको वास्तव में परिवहन की आवश्यकता है - वह भी क्या व्यक्तिगत रूप से ? छोटी दूरी के लिए पैदल चलना पसंद करें, अथवा सम्भव हो तो कार पूल के रूप में संसाधन को साझा करें अथवा सार्वजनिक परिवहन पर विचार करें
- घरेलू स्तर पर कम से कम ठोस अपशिष्ट का उत्सर्जन करें और इनका प्थाक्कीकरण करें
- उपयोगी शेष खाद्य सामग्री आपके स्वयं प्रयास अथवा निकटस्थ सक्रिय स्वयं सेवी संस्थाओं की सहायता से समाज के वंचित वर्ग तक पहुंचाई जा सकती है | वहीं अनुपयोगी भोजन /खाद्य सामग्री को कंपोस्ट (वर्मी कम्पोस्ट) करने से 15 अरब टन भोजन को नष्ट होने से बचाया जा सकता है
- ध्यान रखें - उपयुक्त नल और शावर के उपयोग से पानी की खपत को 30 - 40% तक कम किया जा सकता है। एवं उपयोग में न होने पर नलों को बंद रखने मात्र से 9 ट्रिलियन लीटर पानी बचाया जा सकता है
- ट्रैफिक लाइट/रेलवे क्रॉसिंग पर कार/स्कूटर के इंजन बंद करने मात्र से 22.5 बिलियन kWh तक ऊर्जा की बचत हो सकती है
- परम्परागत बल्ब के स्थान पर CFL का उपयोग बिजली की खपत में प्रभावी कमी लाते हैं | उपयोग में न होने पर बिजली उपकरणों को बंद करें | स्टार रेटेड विद्युत उपकरणों के उपयोग को प्राथमिकता दें

**हमारे द्वारा अपनी जीवन शैली की प्राथमिकताओं का उचित और पर्यावरण अनुकूल पुनर्निर्धारण समाज और पर्यावरण के प्रति हमारा दायित्व है।**



## U.P. POLLUTION CONTROL BOARD

Building.No. TC-12V Vibhuti Khand, Gomti Nagar, Lucknow-226 010

Telephone: +91-522-2720831, 2720681, 2720691 (Fax): +91-522-2720764

**Ref No. -**  
**190495/U.P.P.C.B./Ghaziabad(U.P.P.C.B.R.O)/CTE/GHAZIABAD/2023**

**Dated : 18/09/2023**

To ,

M/S RAJ KUMAR

EVERENVIRO RESOURCE MANAGEMENT PRIVATE LIMITED

Khasra No-121-124,129,304-306, Bio-CNG project Site,Village Dundahera,

Ghaziabad,GHAZIABAD,201009

GHAZIABAD

**Sub : Consent To Establish( C.T.E ) Application under section 25/26 of Water (Prevention & Pollution of control) Act, 1974 as amended and section 21/22 of Air (Prevention & Control of Pollution) Act, 1981 as amended**

Kindly refer to your application for Consent to Establish (C.T.E) dated 11/08/2023 received on 11/08/2023 for the proposed Project of EVERENVIRO RESOURCE MANAGEMENT PRIVATE LIMITED Expansion of Existing Unit/ Modernization/diversification of existing plant at Khasra No-121-124,129,304-306, Bio-CNG project Site,Village Dundahera, Ghaziabad,GHAZIABAD,201009 under section 25/26 of Water (Prevention & Pollution of Control) Act 1974 as amended and section 21 of Air (Prevention & control of Pollution) Act, 1981 as amended.. Your Consent to Establish application is hereby Refused due to following reasons :

**Reason:**

1.The project proponent has not provided satisfactory information of clarification dated 28.08.2023 on following points: - (a)The project proponent has not mentioned design-details of ETP units in feasibility report. (b)Project proponent has not provided approved map of proposed site from competent authority. 2. The proposed site is situated amid densely populated residential area within a radius of 50 to 100 meters. Complaints are also being received against such proposed unit. So, if this proposed unit is established and becomes functional then it is likely to have adverse impact on nearby population. Environmental Guidelines for Compressed Biogas Plant (CBG)/Bio-CNG Plants" dated 23.02.2022 has been issued by the Central Pollution Control Board, New Delhi, but the Siting Criteria is not mentioned in the same guideline. Letter has been sent to MS, CPCB vide this office's letter on dated 21.06.2023 for providing guideline regarding sitting criterion whose reply is still awaited. 3. Project proponent has given its plan for air pollution control / odor control which is likely to be generated by the operation of the proposed unit, which seems to be inadequate as proposed site is situated amid densely populated residential area within a radius of 50 to 100 meters. A discussion was held with the consultant of Project proponent for same in which assurance was given for perfect odor control and accordingly an e-mail was sent to Project proponent on 06-09-2023 for providing assurance through an affidavit. Project proponent did not provide the odor and other pollution control mechanism through an affidavit. Project proponent further sent an E-mail on 14-09-2023 that it will require more time but no reply is received till 17-09-2023. Copy of email dated 14.09.2023. Hence, incomplete application can not be processed and CTE application is being refused.

The Consent To Establish (C.T.E ) Application under section 25/26 of The Water (Prevention & Control of Pollution) Act, 1974 as amended and section 21/22 of The Air (Prevention & Control of Pollution) Act 1981 as amended, is hereby refused and you are hereby informed to comply the mandatory provisions of aforesaid acts.

**Vikas** Digitally signed  
by Vikas Mishra  
**Mishra** Date: 2023.09.18  
12:52:13 +05'30'

( Authorized Signatory )

VIKAS MISHRA  
Regional Officer

**Copy To -**

CEO-1, UPPCB, LUCKNOW.

**Vikas** Digitally signed  
by Vikas Mishra  
**Mishra** Date:  
2023.09.18  
12:52:31  
+05'30'

VIKAS MISHRA  
Regional Officer  
( Authorized Signatory )



**मिशन LIFE - पर्यावरण के लिए जीवन शैली**  
(Lifestyle For Environment)  
**जनसहभागिता का सन्देश**



- स्वच्छता – देशसेवा में अपने परिवेश की स्वच्छता हेतु अपना सक्रिय योगदान सुनिश्चित करें
- संकल्प लें -एकल उपयोग प्लास्टिक उत्पाद जैसे कप, तश्तरी, चम्मच, स्ट्रॉ, ईयरबड्स आदि का उपयोग न हो एवं पर्यावरण अनुकूल विकल्पों जैसे कागज/पत्तों से बने दोने या कटलरी को प्राथमिकता दी जाय |
- एकल उपयोग प्लास्टिक उत्पाद के प्रयोग को रोकने एवं प्लास्टिक बैग के बजाय कपड़े के थैले का उपयोग करने मात्र से 375 मिलियन टन ठोस (प्लास्टिक) कचरे का उत्सर्जन बचाया जा सकता है
- चक्रीय अर्थव्यवस्था (सर्कुलर इकोनॉमी) का समुचित कार्यान्वयन वर्ष 2030 तक लगभग 14 लाख करोड़ रुपये की अतिरिक्त बचत उत्पन्न कर सकता है | वेस्ट /अपशिष्ट फेकने के पूर्व सोचें, ये किमी का संसाधन तो नहीं ...?
- अनुपयोगी इलेक्ट्रिक / इलेक्ट्रॉनिक उत्पाद को कचरे में फेकने से रुकें | इसके उपयुक्त निस्तारण हेतु इसे प्राधिकृत ई – वेस्ट रीसाइकलर को दें | प्राधिकृत ई-रीसाइकिलिंग इकाई में अनुपयोगी इलेक्ट्रिक / इलेक्ट्रॉनिक उत्पाद को देने मात्र से 0.75 मिलियन टन तक ई-कचरे का पुनर्चक्रण किया जा सकता है एवं ई-कचरे के विषम पर्यावरणीय दुष्प्रभाव से बचा जा सकता है
- बाहर जाते समय - सोचें कि क्या आपको वास्तव में परिवहन की आवश्यकता है - वह भी क्या व्यक्तिगत रूप से ? छोटी दूरी के लिए पैदल चलना पसंद करें, अथवा सम्भव हो तो कार पूल के रूप में संसाधन को साझा करें अथवा सार्वजनिक परिवहन पर विचार करें
- घरेलू स्तर पर कम से कम ठोस अपशिष्ट का उत्सर्जन करें और इनका प्रथाङ्कीकरण करें
- उपयोगी शेष खाद्य सामग्री आपके स्वयं प्रयास अथवा निकटस्थ सक्रिय स्वयं सेवी संस्थाओं की सहायता से समाज के वंचित वर्ग तक पहुंचाई जा सकती है | वहीं अनुपयोगी भोजन /खाद्य सामग्री को कंपोस्ट (वर्मी कम्पोस्ट) करने से 15 अरब टन भोजन को नष्ट होने से बचाया जा सकता है
- ध्यान रखें - उपयुक्त नल और शावर के उपयोग में पानी की खपत को 30 - 40% तक कम किया जा सकता है। एवं उपयोग में न होने पर नलों को बंद रखने मात्र से 9 ट्रिलियन लीटर पानी बचाया जा सकता है
- ट्रैफिक लाइट/रेलवे क्रॉसिंग पर कार/स्कूटर के इंजन बंद करने मात्र से 22.5 बिलियन kWh तक ऊर्जा की बचत हो सकती है
- परम्परागत बल्ब के स्थान पर CFL का उपयोग बिजली की खपत में प्रभावी कमी लाते हैं | उपयोग में न होने पर बिजली उपकरणों को बंद करें | स्टार रेटेड विद्युत उपकरणों के उपयोग को प्राथमिकता दें

**हमारे द्वारा अपनी जीवन शैली की प्राथमिकताओं का उचित और पर्यावरण अनुकूल पुनर्निर्धारण समाज और पर्यावरण के प्रति हमारा दायित्व है |**

**Inspection report of M/s EverEnviro Resource Management Private Limited at Khasra No-121 to 124, 129 and 304 to 306, Village-Dundahera, Ghaziabad.**

In compliance of Hon'ble National Green Tribunal order dated 29.11.2023 in the matter of Crossings Republic Flat Owner Association Vs State of Uttar Pradesh & Ors. in OA No-708/2023, inspection of the site was carried out by undersigned on dated 20.01.2024. During visit the site was found vacant and no construction activity is being conducted. Photographs as below: -



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Above report is submitted for kind perusal and necessary action please.

  
(Kunwar Santosh Kumar)  
A.E.E.

**Regional Officer.**

