

Office of The District Magistrate, Gautam Budh Nagar

Ref: 199 /MGT-77/24

Date: 20/5/24

To,

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

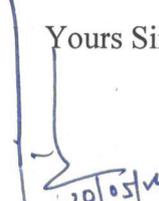
Sub: Response of District Magistrate, Gautam Buddha Nagar in compliance of the order dated 23.04.2024 passed by Hon'ble National Green Tribunal, New Dellhi in Original Application No. 143 of 2024 Dr. Gaurav Thakral Versus State of Uttar Pradesh & Ors.

Sir,

Please refer to the order passed by Hon'ble National Green Tribunal on dated 23.04.2024 passed by Hon'ble National Green Tribunal, New Dellhi in Original Application No. 143 of 2024 Dr. Gaurav Thakral Versus State of Uttar Pradesh & Ors, as per said order, it is directed to file response from State of Uttar Pradesh through District Magistrate, Gautam Buddha Nagar in said matter. Site inspection of M/s "City Plaza" Commercial Pocket- C 2, Gaur City, Plot No.GH- 01, Sector- 4, Greater Noida, Gautam Buddha Nagar in question was carried out by the Joint Committee on dated 17.05.2024. Accordingly, Joint Committee report/response is annexed herewith and forwarded to you with the request that the same may be placed before the Hon'ble Tribunal.

Enclosure- As above

Yours Sincerely


(Manish Kumar Verma)
District Magistrate
Gautam Buddha Nagar

Compliance Report

In

Original Application No. 143/2024

Dr. Gaurav Thakral

Versus

State of Uttar Pradesh & Ors.

Order Date – 23.04.2024

1. Background

Hon'ble NGT passed order on 23.04.2024 in O.A. No. 143/2024 in the matter of Dr Gaurav Thakral Vs State of Uttar Pradesh & Ors. and relevant paras of the order dated 23.04.2024 are reproduced below: -

".....1. Mr. Gaurav Thakral has sent by post the present letter petition to this Tribunal, which has been treated and registered as O.A. No. 143/2024.

2. The relevant part of the letter petition enumerating grievances of the applicant is reproduced as follows:- "X X X X विषय: सिटी प्लाजा मार्केट के फायर सर्विस एरिया (सेट बैक एरिया) में नियम विरुद्ध खुला कूड़ा घर बनाने से वातावरण प्रदूषित होने एवं संक्रामक बीमारी फैलने की संभावना के खतरे के बारे में।

महोदय,

श्री मनोज गौर (सी एम डी) मैसर्स गौर संस प्रमोटर्स प्राइवेट लिमिटेड द्वारा "सिटी प्लाजा" कमर्शियल पॉकेट -सी 2, गौर सिटी, प्लॉट नंबर-जी एच-1, सेक्टर-4, ग्रेटर नोएडा वेस्ट, गौतमबुद्ध नगर, उ०प्र० में कमर्शियल कॉम्प्लेक्स का निर्माण किया गया है। सिटी प्लाजा का रख रखाव भी मैसर्स गौर संस प्रमोटर्स लिमिटेड द्वारा किया जा रहा है। सिटी प्लाजा वृहद रूप से अपशिष्ट उत्पादन कर्ता प्रतिष्ठान है, परन्तु कंपोस्टिंग या प्रोसेसिंग/निस्तारण की कोई व्यवस्था नहीं की गई है।

जो मैसर्स गौर संस प्रमोटर्स प्राइवेट लिमिटेड द्वारा स्वच्छ भारत मिशन के तहत सॉलिड वेस्ट मैनेजमेंट नियम-2016 के प्राविधानों का पूर्णतया उल्लंघन है एवं उ०प्र० ठोस अपशिष्ट (प्रबंधन, संचालन एवं स्वच्छता) नियमावली 2021 का भी उल्लंघन है।

सिटी प्लाजा का कूड़ा घर खुला रखा गया है, जिससे पर्यावरण को नुकसान पहुंच रहा है एवं वायु प्रदूषित हो रहा है, जो वायु (प्रदूषण एवं निवारण) अधिनियम 1981 का उल्लंघन है।

कई-कई दिनों तक कूड़ा को उठाया नहीं जाता है, जिससे सिटी प्लाजा एवं नजदीक की सोसाइटियों के निवासियों में संक्रामक बीमारी फैलने का खतरा पैदा हो रहा है।

मैसर्स गौर संस प्रमोटर्स प्राइवेट लिमिटेड द्वारा सिटी प्लाजा मार्केट के सेट बैक (फायर सर्विस एरिया) में स्वीकृत मानचित्र एवं नियम विरुद्ध खुला कूड़ा घर बनाया गया है और सेट बैक (फायर सर्विस एरिया) का अतिक्रमण किया गया है, जिससे आपात स्थिति में एम्बुलेंस और फायर ब्रिगेड की गाड़ी का निकलना भी असंभव है।

बिल्डर द्वारा अभियान वश शासन द्वारा नियत निर्देशों एवं नियमों की अवहेलना की जा रही है। हम आपके त्वरित संदर्भ और संज्ञान के लिए कुछ फोटो भी इस पत्र के साथ संलग्न कर रहे हैं।

3. Prima facie the averments made in the application raise substantial questions relating to environment arising out of the implementation of the enactments specified in Schedule-I to the National Green Tribunal Act, 2010.

4. In view of the averments in the application, we consider it appropriate to have response of (1) State of Uttar Pradesh through the Chief Secretary, State of Uttar Pradesh, (2) Commissioner, Municipal Corporation, Gautam Budh Nagar, (3) UPPCB and (4) District Magistrate, Gautam Budh Nagar, who stand impleaded as respondents No. 1 to 4. The Registry is directed to prepare and attach memo of parties to the application and issue notices to respondents No. 1 to 4 requiring them to file their reply/response within one month.

5. In view of the averments made in the application, we also consider it appropriate that a Joint Committee be constituted to verify the factual position and take appropriate remedial action. Accordingly, we constitute a Joint Committee comprising of representatives of Municipal

Corporation, Gautam Budh Nagar, Central Pollution Control Board, Uttar Pradesh Pollution Control Board and District Magistrate, Gautam Budh Nagar and direct the same to meet within one week, undertake visits to the site, look into the grievances of the applicant, associate the applicant and representative of the concerned project proponent, verify the factual position and take appropriate remedial action by following due process of law. The Uttar Pradesh State Pollution Control Board will be the nodal agency for coordination and compliance.

6. Replies/responses by the respondents and Factual and Action taken Report by the Joint Committee be filed by email at judicial-ngt@gov.in preferably in the form of searchable PDF/OCR supported PDF and not in the form of Image PDF at least one week before the date hereby fixed.

7. In case of non-compliance exemplary costs may be imposed on the defaulting respondent/Members of the Joint Committee and also on the nodal agency.

8. List for further consideration on 24.05.2024.

1. Action Taken by The Joint Committee

In compliance of Hon'ble National Green Tribunal order dated 23.04.2024, Joint inspection of "City Plaza" Commercial Pocket-C 2, Gaur City, Plot no. GH-01, Sector-4, Greater Noida, District – Gautam Budh Nagar was carried out on dated 17.05.2024 in the presence of complainant and project proponent by the Joint Committee comprising of following officials:

- a. Shri Atul Kumar, Additional Divisional Magistrate (F/R), Gautambuddh Nagar.
- b. Shri Santosh Kumar, Officer on Special duty (OSD-Health), Greater Noida Industrial Development Authority, Greater Noida.
- c. Smt. Suniti Parashar, Scientist-C, Central Pollution Control Board, Delhi.
- d. Shri Deo Kumar Gupta, Regional Officer, U.P. Pollution Control Board, Greater Noida

- During inspection, it was informed by the complainant to the Joint Committee that collection of municipal solid waste generated from said complex is being done in setback area of said project, which is the main cause of foul smell and waste is also scattered on service road.

- **Main observation of the Joint Committee are as follows: -**

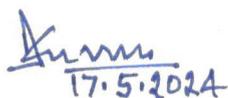
- i. Site inspection was carried out on dated 17.05.2024. It was found that collection, segregation and disposal of municipal waste generated from project is being done by the project proponent.
- ii. It was found that work of collection of waste has now been shifted in basement area of multilayer car parking adjacent to commercial complex and that's why no foul smell was observed in that area in question.
- iii. Bleaching powder/ anti odour chemicals is being applied to control foul smell in Organic Waste Converter (OWC) section.
- iv. No foul smell was observed due to handling and operation of Organic Waste Converter (OWC) section in nearby area.
- v. It was informed by project proponent the dry waste is being sent to authorized vendor but no record/agreement was provided by project proponent to regarding disposal of dry waste through authorized vendor.

- vi. Logbook is being maintained regarding quantity of daily generation, duration of operation of OWC per day, electricity consumptions per day and disposal of MSW (dry and wet) in project. In view of logbook total quantity of waste is 340 kg/day (dry-270 kg and wet-70 kg) and OWC machine capacity is 250kg/day.
- vii. Project proponent has addressed shortcomings raised by complainant and complainant has expressed his satisfaction through his letter dated 17.05.2024, copy of same is annexed as **Annexure-1**

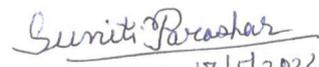
Recommendations:

- Project proponent shall ensure to provide adequate numbers of dust bins for effective collection of MSW generated from the complex.
- Shops keepers shall ensure segregation of waste at source in dry and wet dust bin separately.
- Project proponent shall ensure operation of OWC machine effectively on regular basis to avoid any foul smell problem in future.
- Project proponent shall insure proper disposal of dry waste through authorized vendor of Greater Noida Industrial Development Authority.
- Photographs taken during inspection are annexed as **Annexure-2**.

Above status report is being submitted for kind perusal and consideration please.


17.5.2024

(Deo Kumar Gupta)
Regional Officer,
U.P. Pollution Control Board,
Greater Noida


17/5/2024

(Suniti Parashar),
Scientist-C,
Central Pollution Control Board,
Delhi


17/5/2024

(Santosh Kumar),
Officer on Special duty (OSD-Health),
Greater Noida Industrial Development
Authority.


17/5/24

(Atul Kumar)
Additional Divisional Magistrate (F/R),
Gautambuddh Nagar.



सिटी प्लाजा व्यापार मण्डल

कार्यालय : शॉप नं. 206, सिटी प्लाजा, कर्पेशियल पॉकेट सी-3, गौर सिटी, प्लॉट नं. जी. एच.-1
सैक्टर-4, ग्रेटर नोएडा वेस्ट, गौतमबुद्ध नगर
E-mail : cityplazamarket@gmail.com

डा. गौरव ठकराल
अध्यक्ष
9811184304

श्री अवनीश दीक्षित
उपाध्यक्ष
7042066002

श्री प्रवीन गर्ग
महासचिव
9873199833

श्रीमति शोनांजलि
सचिव
9999019228

श्री अनुपम
कोषाध्यक्ष
9810626757

श्री संजय सब्बरवाल
कार्यकारिणी सदस्य
9999022651

श्री हरप्रीत सिंह
कार्यकारिणी सदस्य
9953235003

श्री ओम छाबड़ा
कार्यकारिणी सदस्य
7838787990

श्री धीरेन्द्र
कार्यकारिणी सदस्य
8265957909

श्री कवल दुआ
कार्यकारिणी सदस्य
9582806827

डा. सुमाली
कार्यकारिणी सदस्य
9560742313

श्री दीपक
कार्यकारिणी सदस्य
8010001544

श्री अपूर्व अग्रवाल
कार्यकारिणी सदस्य
9716887251

श्रीमति नेहा
कार्यकारिणी सदस्य
9643268079

श्री रंजीत
कार्यकारिणी सदस्य
8510003450

श्री विष्णु गौर
कार्यकारिणी सदस्य
8852990750

सलाहकार समिति

श्री कृष्णा अग्रवाल
9971544865

सरदार गुग्गुब सिंह
9810970333

श्री विनय गौर
9313907887

पत्रांक

दिनांक 17/5/24

सेवा में,

श्रीमान अध्यक्ष महोदय

राष्ट्रीय हरित न्यायाधिकरण

विषय :-सिटी प्लाजा के फायर सर्विस एरिया (सेटबैक)में नियम विरुद्ध खुला कूड़ा घर के सम्बन्ध में .

महोदय ,

हमारे पत्रांक दिनांक 4.9.2023 के सन्दर्भ में आपके द्वारा गठित कमिटी ने मौका मुआयना किया और कूड़ा घर वहां से शिफ्ट किया जा चुका है ,जहा दूसरी जगह कूड़ाघर बनाया गया है वहां का भी मुआयना आपकी टीम ने किया है ,कूड़ाघर से सम्बंधित हमारी समस्या का निस्तारण हो गया है।,

आपके द्वारा त्वरित कार्यवाही के लिए सिटी प्लाजा व्यापार मंडल आपका आभार व्यक्त करता है।

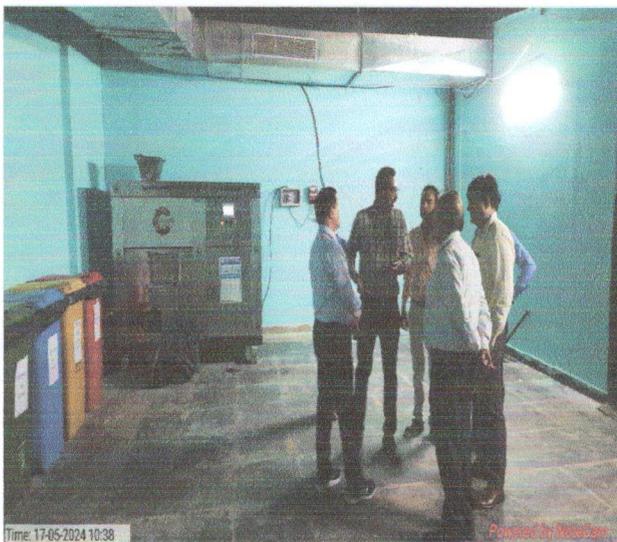
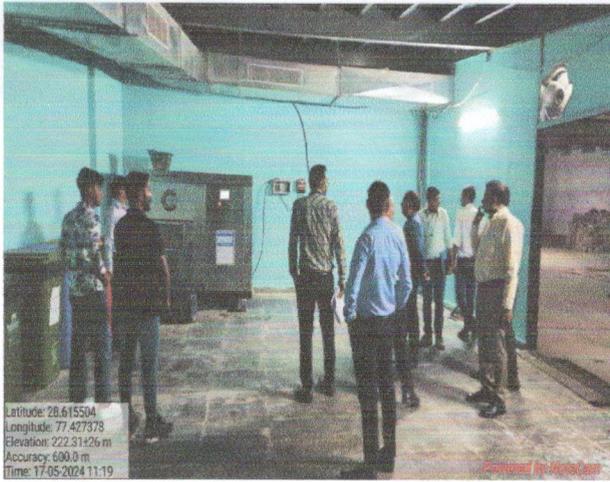
धन्यवाद

अध्यक्ष

सिटी प्लाजा व्यापार मंडल

गौर सिटी 1

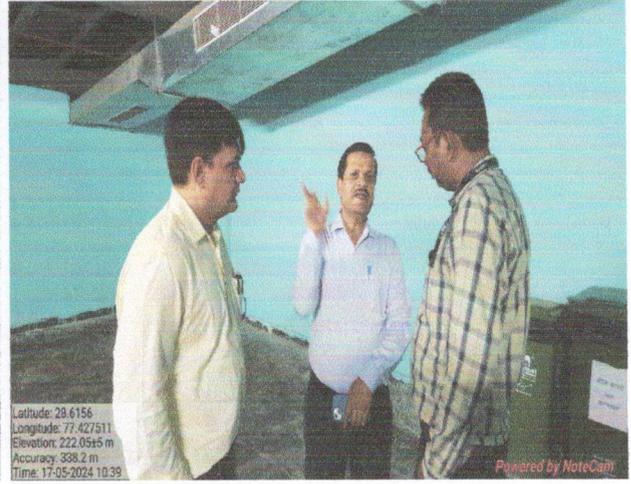
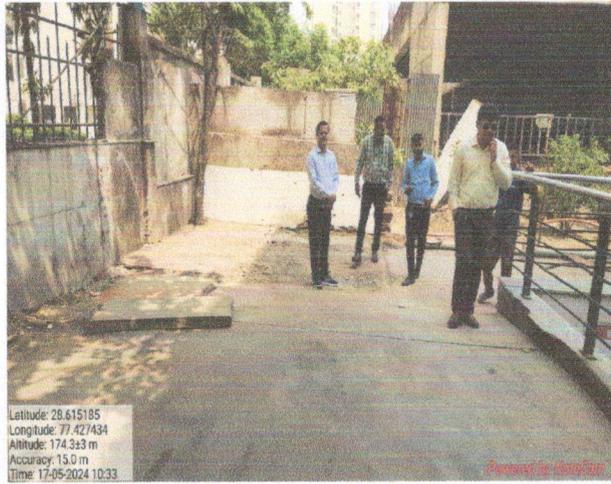
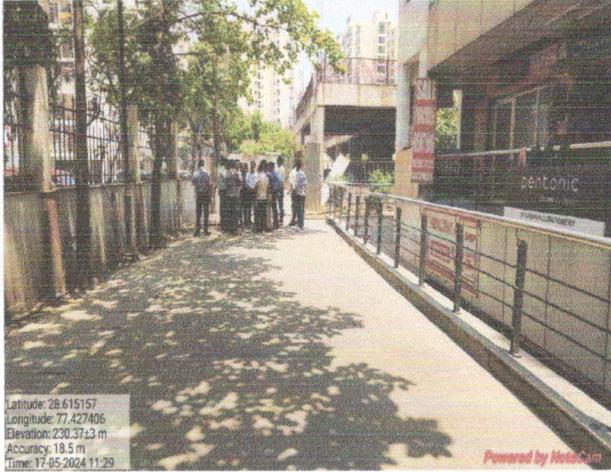
Annexure-2



[Handwritten signature]

[Handwritten mark]

[Handwritten signature]



Manu

[Signature]

[Signature]

[Signature]



NATIONAL ENVIROCARE ENGINEERS

(Environmental Engineers & Consultants)
 Manufacturer of Organic Waste Composter Machine
 (Automatic/ Semi Automatic), Industrial Shredder
 Air Pollution Control Device, Waste Water Treatment Plant.



Acknowledgement Final Installation and Commissioning Report and Handover to Party

We at **IP Estates Pvt. Ltd** Gaur Biz Park Plot No. 1, Abhay Khand-II Indirapuram Uttar Pradesh-201010 India. hereby state that 250 kg fully automatic waste composting (WCM-250, Serial No.NEE/OWC/138) has been successfully installed and commissioned by M/s **National Envirocare Engineers** 1707, Sewadham Mandoli Road, Krishna Vihar, Loni, Ghaziabad, Uttar Pradesh-201102

Site Address- City Plaza Gaur City-1, Sec-4, Greater Noida, Near 4 Murti U.P. -201318, India

The Commissioning specifications are as follows,

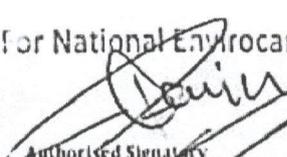
1. Start Date / Time – 11 MAY 2024

S.No.	Check Point	Checked Status
1	Main Motor Gear Box	Ok
2	Shredder Motor Gearbox	Ok
3	Blower Motor	Ok
4	Heating System	Ok
5	Shredder Forward/Reverse	Ok
6	Electrical Panel	Ok

Name: <u>Sachin Kumar</u> Designation: <u>Manager</u> IP Estates Pvt. Ltd Association Date: <u>11/05/24</u> Seal & Signature:	Name: Pankaj Kumar Designation: Service Engineer Company: M/s National Envirocare Engineers Date: 11/05/2024 Seal & Signature:
For I.P. Estates Pvt. Ltd Authorised Signatory	(Authorized Signatory)

Checked by
 Tech Team - Mr. Manoj Prakash

NOTE:- Guarantee/warranty certificate -
 Date not accepted due to my mistake -

GSTIN: 09BQHPG6504P1ZE		Duplicate Copy			
TAX INVOICE					
 NATIONAL ENVIROCARE ENGINEERS		1707, Sewadham Mandoll Road, Krishna Vihar, Loni, Ghaziabad, Uttar Pradesh- 201102 Mobile No. 8004603836, 9555209091 www.nationalenvirocare.com Email: nationalenvirocare@gmail.com, info@nationalenvirocare.com			
Reverse Charges : (Yes/No) Invoice No- 107 Invoice Date- 10-May-24 State- Uttar Pradesh		State Code: 09 Transportation Mode- By Road Vehicle Number- DL01LAK2670 Date of Supply- 10-May-24 Place of Supply-			
Details of Receiver (Billed to)- To- IP Estates Pvt. Ltd Add- Gaur Haz Park Plot No. 1, Abhay Khand-II Indrapuram Uttar Pradesh-201010 State- Uttar Pradesh State Code- 09 GSTIN Number- 09AAHC12566D22P		Details of Consignee (Shipped to)- Name- City Plaza Gaur City-1, Sec-4 Add- Greater Noida, Near 4 Murti U.P. -201310, India State- U.P. Code- GSTIN NO.- PO NO.- DL- Vendor Code-			
Sr. No.	Description of Goods & Services	HSN Code	Quantity	Rate	Total Amount (Rs)
1	Automatic Compost Machine Capacity 250 Kg with Inbuilt Shredder.	8479	1 Pcs	4,01,786.00	4,01,786.00
Total Rs					4,01,786.00
Total Invoice Amount in Words- INR., Four Lac Fifty Thousands Rupees Only			Less Discount Freight/Carriage/P&F Total Amount before Tax 4,01,786.00 Add: CGST 6% 24,107.16 Add: SGST 6% 24,107.16 Add: IGST 0% - Total Amount after Tax 4,50,000.32		
BANK DETAILS:- HANDBAN BANK A/C- 10220002043377, IFSC-HDBL0001969, BRANCH - VIVEK VIHAR DELHI 110095			For NATIONAL ENVIROCARE ENGINEERS For National Envirocare Engineers  Authorized Signatory		
TERMS & CONDITIONS:- 1 Goods once sent or despatched cannot be taken back 2 All Payment are to be made in form of Cheque/NFT/RTGS/Bank Draft 3 Interest @ 18% will be charged if not paid on presentation 4 Certified that the Particulars Given Above are True and correct 5 Subject To Ghaziabad Jurisdiction only			Receiver's Signatory Proprietor		

Tech Infact Pvt Ltd,
 G/W SECURITY
 No. 107
 Date 10/05/24
 FORWARD Entry No. 56
 No. 600

Pankaj

 10/05/24



M/S IP ESTATE PVT. LTD

Gaur Biz Park, Plot No.-1, Abhay Khand-II, Indirapuram, Ghaziabad (U.P.)
201010 Tel: +91-120-4343333, Fax: +91-120-4167319
Website: www.gaurcity.co.in

Work Order

M/S Bhavya Enviro Services House No. 100, Devta, Village Devta, Gautam Buddha Nagar, Uttar Pradesh - 203202 PAN NO: LIVPS7500P GSTIN : 09LIVPS7500P1ZW
Contact Person: Ms. Shashi & Mr. Deepak (8010050600) Email: deepbhati3040@gmail.com

Reference :	Same Rates of Previous Vendor
W.O. No :	IPEPL/SWM/GC2/CP/BHAVYA/2023/5
Date :	01/08/2023
Contract Period :	5 Years

Sub: Contract for Shop-to-Shop Collection and Disposal of all the Solid Waste generated at "Gaur City PLAZA" along with Common Area Township Garbage at Gaur City Township Project Plot No. - GH-01, Sector-04, Greater Noida (West), Gautam Buddh Nagar (U.P)

Dear Sir,

With reference to your revised offer and our subsequent discussion, the company **M/S I.P. Estate Private Ltd. (IPEPL) (First Party)** is pleased to award the above mentioned work to **M/s Bhavya Enviro Services. (Second Party)**; this work order is subject to the terms and conditions mentioned herewith. If these terms and conditions are acceptable to you, please sign the copies of this Contract in duplicate as a token of your acceptance.

Whereas the First Party is having a Commercial Project "**Gaur City PLAZA**" at Gaur City Plot No. - GH-01, Sector-04, Greater Noida (West), Gautam Buddh Nagar (U.P). The Second Party has approached to the First Party for the Work of Solid Waste Management of the above Commercial Project and the First Party has awarded the said work to the Second Party for the above Project "**Gaur City PLAZA**" at Gaur City Plot No. - GH-01, Sector-04, Greater Noida (West), Gautam Buddh Nagar (U.P). The Second Party shall make its own arrangement for Shop-to-Shop collection, segregation and suitable treatment of the solid waste as being generated from shops and will treat, recycle (to registered vendors) and dispose etc. according to the Solid Waste Management Rules, 2016 issued by Ministry of Environment, Forests and Climate Change (MoEFCC), Govt. of India .

1. Scope of Work of the First Party- The First Party Shall -

- i. **Pay - Provide Charges to the Second Party:** Against all services provided to the first party, as per scope of this Work order:
- Rs. 30,000 Rs. (excluding taxes as applicable) per month fixed for collection of garbage twice a day.

2. Scope of Work of Second Party - The Second Party shall-

- i. **Collect Solid Waste in Containers (Shop to Shop):** To collect Solid waste in the project, on daily basis. The waste collector persons of the 'Second Party' should have proper uniform including mask, gloves, shoes, ID along with other safety accessories.

M/S I.P. ESTATE PVT. LTD.

(Authorized Signatory)

For I.P. Estates Pvt. Ltd.
Authorized Signatory

M/S Bhavya Enviro Services

(Authorized Signatory)



M/S IP ESTATE PVT. LTD

Gaur Biz Park, Plot No.-1, Abhay Khand-II, Indirapuram, Ghaziabad (U.P.)

201010 Tel: +91-120-4343333, Fax: +91-120-4167319

Website: www.gaurcity.co.in

- ii. Keep All Equipment / Tool:** The Waste Collector persons should keep all cleaning equipment/ tools including a mat and viper to keep the place clean and under hygienic conditions throughout the process of waste collection, transportation and disposal of solid waste and thereafter out of the site as per scope of this WorkOrder.
- iii. Transport Solid Waste and Clean the Site-** All organic and inorganic solid waste collected from the project would be taken away by the Second Party without any charges to the First Party. This solid waste shall be transported from the OWC Machine(s) premises and the site shall be cleared latest by 3 PM, in proper hygienic habitable conditions, by the Second Party, on daily basis.
- iv. Provide Staff for the above Operation & Maintenance:** All the staff required carrying out the said job of collection, segregation and disposal of solid waste and allied activities shall be provided by the Second Party without any extra charge to the FirstParty.
- v. Make All the Statutory Compliances;** The Second Party shall provide all Personal Protective Equipment's/ tools like uniform, disposable mask, gloves, gumboots etc., including all statutory compliances for carrying out the said job at its own cost without any financial burden to the First Party.
- vi.** Minimum 3 No. Manpower should be available at site (If required extra manpower provided by vender.)
- vii.** All required chemical should be provided by vender.
- viii.** Tractor trolley with helper should be available at site for day shift 12 Hours for dry waste.

3. Terms and Conditions-

- That this contract will be for a period of 60 months. The First Party reserves the right to renew or extend or terminate the contract with a notice of 30 Days to the SecondParty.
- The Second Party has to provide List of vendors/ agencies for sale / disposal of various non-biodegradable material including paper, glass, aluminum, iron, plastic, cloth, wood, Battery, e-waste, sanitary napkins etc. with details of their respective addresses and Telephone No. to the First Party within 15 days of signing of this Work Order.
- The Second Party will raise the bill before 5th day of every month and the First Party shall make monthly
- payment for the work performed by the Second Party with applicable tax(s) within 21days.
- That in the event of any failure on the Part of Second Party to fulfill any and/or all the terms of this contract, the First Party shall have the right, among other things to rescind this contract and/or to get the work done by himself through any other party at the cost of the Second Party.
- That no compensation shall be payable by the First Party to the Second Party in the event of cancellation/suspension / postponement of this contract.
- That the staff of the Second Party working at the site must rigidly follow all the rules and guidelines of the First Party regarding entry with proper Identification Cards issued by security or maintenance office of the First Party, exit and safety precautions and maintain strict discipline.
- That the workman engaged by the Second Party to perform the work under the scope of this work order shall be the employees of the Second Party, The Second Party is solely responsible for the compliance of labor laws, applicable

For I.P. Estates Pvt. Ltd,
M/s I.P. ESTATE Pvt. Ltd.

(Authorized Signatory)

M/S Bhavya Enviro Services

(Authorized Signatory)



M/S IP ESTATE PVT. LTD

Gaur Biz Park, Plot No.-1, Abhay Khand-II, Indirapuram, Ghaziabad (U.P.)

201010 Tel: +91-120-4343333, Fax: +91-120-4167319

Website: www.gaurcity.co.in

acts, Rules and regulations made by the Central and the state Governments or Local Authorities. In the event of any financial liability attributed to the First Party, the Second Party hereby agree to reimburse that to the **First Party**.

- i) That this contract shall be deemed to have concluded at Gautam Buddh Nagar and only the courts at Gautam Buddh Nagar shall be competent to deal with thematter.
- j) That the acceptance of these terms & condition shall be deemed to have been implicitly given by the Second Party unless these term & conditions are modified in writing by the First Party, these shall be binding and conclusive on the SecondParty.

4. Terms and Termination

4.1 The term of this Agreement shall commence from the Effective Date of this Agreement and shall be valid till the expiry of 1 (One) years from the Commercial Operation Date, unless terminated earlier ("Term").

4.2 Termination for First Party Event of Default

Second Party shall have the right to serve a notice of termination of this Agreement on First Party and thereby terminate this Agreement if:

- upon occurrence of an Insolvency Event of IPEPL;
- failure of **First Party** to meet payment obligations as set forth in this Agreement, for a period of - sixty (60) days,
- Defaults on any other material obligations under this Agreement, affecting the performance of **Second party** and does not rectify such default within sixty (60) days from the date of receipt of written notice from Second Party to First Party intimating the occurrence of such default.

4.3 Termination for Second Party Event of Default

First Party shall have the right to terminate this Agreement with **Second Party** if any of the following events occurs and is not remedied by **First Party** within a period of 30 (thirty) days of its coming to notice of Second Party.

- (a) upon occurrence of an Insolvency Event of SecondParty
- (b) if **Second Party** abandons the operation of the Project and/or fails to Manage Solid waste in accordance with this Agreement after the Commercial Operation Date for more than 15(Fifteen) Consecutive days or more than 30 (Thirty) days in a year;
- (c) if **Second Party** conducts improper and unsafe operation and maintenance practices at the Project; or
- (d) if **Second Party** defaults in any of its obligations under this Agreement,

M/s IP ESTATE PVT. LTD.
For I.P. Estates Pvt. Ltd.

(Authorized Signatory)
Authorized Signatory

M/S Bhavya Enviro Services

(Authorized Signatory)



M/S IP ESTATE PVT. LTD

Gaur Biz Park, Plot No.-1, Abhay Khand-II, Indirapuram, Ghaziabad (U.P.)

201010 Tel: +91-120-4343333, Fax: +91-120-4167319

Website: www.gaurcity.co.in

- (e) if **Second Party** breaches any of the representation and/or warranty set forth by it in this Agreement,
- (f) in case of threat to safety and security of the Premises/building on which Premises is located/ occupants of the buildings on which Premises is located due to any commission/omission of **Second Party** or its agents, contractors, servants, vendors, material men or suppliers etc.
- (g) **Second Party** shall immediately stop operation of the Project in case of occurrence of any of the events as mentioned above in this Agreement.

5. Notices

11.1 Notice Addresses

Unless otherwise provided in the Agreement, all notices and communications concerning the Agreement shall be in writing and addressed to the Parties at the addresses set forth below:

In case of notice to Second Party:

Name: Ms. Shashi & Mr. Deepak
 Email: deepbhati3040@gmail.com
 Mobile: (8010050600)

If case of notice to First Party:

Company Name: M/S I.P. Estate Private Ltd.
 Address: Gaur Biz Park, Plot No-1, Abhay Khnad-II, Indirapuram Ghaziabad U.P -201010

6. Confidentiality

Confidentiality Obligation: Each Party undertakes not to disclose the terms of the Agreement (but not its execution or existence) to third parties.

7. Governing Law & Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India. The Parties agree that the courts in New Delhi shall have jurisdiction over any action or proceeding arising under the Agreement.

8. Entire Agreement

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements and undertakings, written or oral, with respect to the subject matter hereof executed between Parties and as otherwise expressly provided therein. The Schedules annexed to this Agreement also form a part of this Agreement.

If the above terms and conditions are acceptable to M/S Bhavya Enviro Services please sign the copies of this Work Order/ Contract in duplicate as a token of acceptance.

For I.P. Estates Pvt. Ltd.

Authorized Signatory

For M/S IP ESTATE PVT. LTD.

(Authorized Signatory)

M/S Bhavya Enviro Services

(Authorized Signatory)

Monthly Report - Solid Waste Management

Site Name :- City Plaza Gaur City -1

Name Of Vender :- Bhavya Enviro Service

Date	Time Of Start of Waste Collection	Dry Waste Collection in Kg.	Wet Waste Collection in Kg.	Total Waste Collection In Kg.	Electric Meter Reading	Site Clearance Time	Daily Power in KWH	Remark	Signature of Gaur Maintenance Officer
01 May 2024	7:00 Am	260	60	320	4599	10:00pm	20	ok	
02 May 2024	7:10 Am	300	65	365	4619	9:30pm	14	ok	
03 May 2024	7:10 Am	285	60	345	4652	9:30pm	14	ok	
04 May 2024	7:20 Am	290	70	360	4646	9:40pm	15	ok	
05 May 2024	7:30 Am	275	65	345	4659	9:40pm	15	ok	
06 May 2024	7:30 Am	290	70	360	4674	9:30pm	10	ok	
07 May 2024	7:30 Am	290	60	350	4684	9:30pm	12	ok	
08 May 2024	7:10 Am	300	65	365	4696	9:25pm	12	ok	
09 May 2024	7:00 Am	280	60	340	4706	10:00pm	15	ok	
10 May 2024	7:10 Am	290	70	360	4721	10:00pm	15	ok	
11 May 2024	7:15 Am	290	60	350	4736	9:30pm	10	ok	
12 May 2024	7:10 Am	290	55	345	4746	9:45pm	15	ok	
13 May 2024	7:10 Am	290	55	345	4761	9:45pm	10	ok	
14 May 2024	7:00 Am	260	60	320	4771	10:00pm	10	ok	
15 May 2024	7:15 Am	240	65	305	4781	10:00pm	10	ok	
16 May 2024	7:20 Am	270	70	340	4792	9:30pm	12	ok	
17 May 2024									
18 May 2024									
19 May 2024									
20 May 2024									
21 May 2024									
22 May 2024									
23 May 2024									
24 May 2024									
25 May 2024									
26 May 2024									
27 May 2024									
28 May 2024									
29 May 2024									
30 May 2024									
31 May 2024									

Details of consumables and maintenance work.

Note:

1. Separate dustbin(220 KG. Capacity each) should be available for dry, Wet waste
2. This site should be properly ventilated and in hygienic condition
3. Brief details about the solid waste management process & the vender should be displayed at the site



 Name & Signature (SWM Vender)



 Name & Signature (Facility Manager)

For I.P. Estates Pvt. Ltd.

Greater Noida Industrial Development Authority

169, Chitvan Estate Sector-Gamma, Greater Noida, Gautam Buddha Nagar, 201306

PLG/(BP) 20-2702/44-1898
Dated... 21/03/2013

CONDITIONAL with respect point no 17 vis-à-vis notification 60(A) dated 27-1-1994 and its amendment from time to time and notification dated 14-09-2006 issued by Ministry of Environment & Forest and point no. 18 vis-à-vis guidelines dt. 15.11.2012 of C.G.W.A.

To,

M/s Gaur Sons III-Tech Infr. (P) L
D-25, Vivak Vihar
Delhi-95

Sir,

With reference to your application no-5584, dated-04.02.2013 for grant of Sanction of Building plan on Plot no-C-2/GH-1, Sector-4, I have to inform you that the sanction is being granted by the Authority with the following conditions:

1. This sanction is being granted under the provision of 'The Greater Noida Industrial Development Area Building Regulation 2010.
2. The validity of this sanction is up to-5 Years
3. In case allotment is cancelled/lease in determine for whatsoever reason by functional department, aforesaid sanction shall automatically be deemed to have been withdrawn.
4. During this period, after the completion of construction it is necessary to apply for occupancy certificate. Time extension charge shall be payable as applicable.
5. If demanded by the Authority, You shall be liable to pay charges for the provision of any further facilities/development/improvement.
6. A copy of the sanction drawing shall always be kept at site and shall be made available to any officer of the Authority on demand.
7. No addition/alteration is permitted in the sanctioned drawings. For any changes prior permission form the Authority required.
8. You shall be responsible for carrying out the work in accordance with the requirements of Greater Noida Industrial Development Building Regulation 2010. And directions made form time to time.
9. Prior permission is required before digging an under ground bore well.
10. No activity other than as specified in lease deed shall be permitted in the premises
11. Prior permission is permission from the Authority is required for temporary structure also like labour huts & site office
12. Gate shall open on to the service road only. Direct access to the main carriageway shall not be provided.
13. Services, rain water harvesting shall be laid as per approval of Authority.
14. No parking of any kind shall be permitted on r/w of road.
15. Pejometer shall have to be installed as per direction issued by Authority.
16. Complying with all the requirement for obtaining NOC from various departments prior to submission of application for occupancy shall be the responsibility of allottee irrespective of the proposal sanctioned by GNIDA.
17. Before starting construction, the NOC is required from Ministry of Environment & Forest under notification no-60(A) dated 27-1-1994 and its amendment from time to time or under notification dated 14-09-2006 which ever is applicable. The copy of shall be submitted to the Authority. If construction is started before obtaining the NOC, the sanction shall be treated as cancelled.
18. Before starting construction, the NOC is required from Central Ground Water Authority under notification dated 15.11.2012. The copy of N.O.C. from C.G.W.A. shall be submitted to the Authority. If construction is started before obtaining the NOC, the sanction shall be treated as cancelled.

Leenu
21/3/13
LEENU SAHGAL
GM (Plng. & Arch)

Encl: Copy of sanctioned drawings ()
Copy to: G.M. (Engg.) for information and n.a.

