

**BEFORE THE NATIONAL GREEN TRIBUNAL PRINCIPAL BENCH
AT NEW DELHI**

ORIGINAL APPLICATION NO. 664/2024

IN THE MATTER OF:

DR. SHARAD GUPTA

...APPLICANT

VERSUS

MINISTRY OF ENVIRONMENT FOREST

AND CLIMATE CHANGE & ORS.

...RESPONDENTS

INDEX

S. No.	Particulars	Page No.
1.	Response on behalf of Uttar Pradesh Pollution Control Board (R5) in compliance of the order dated 15.10.2024 passed by The Hon'ble National Green Tribunal, Principal bench, New Delhi	1-4
2.	<u>Annexure R-1</u> Copy of Inspection report of Solid Waste Processing site at Kuberpur, Agra dated 10.01.2025.	5-79
3.	<u>Annexure R-2</u> Copy of the annual report for year 2021-2022 submitted by the UPPCB.	80-100
4.	<u>Annexure R-3</u>	101-103

	Copy of letters dated 11.05.2023, 21.07.2023, 04.09.2023 sent by UPPCB to the Director, Local Bodies Directorate and Secretary, Urban Development Department	
5.	<u>Annexure R-4</u> Copy of letters dated 13.02.2024 and 27.06.2024 sent by UPPCB to the Director, Local Bodies Directorate.	104-107
6.	<u>Annexure R-5</u> Copy of receipt of E-mails dated 11.09.2024, 21.11.2024, 26.11.2024, 03.12.2024, 10.12.2024, 11.12.2024, 28.01.2025 sent by UPPCB to the Director, Local Bodies Directorate.	108-114
7.	<u>Annexure R-6</u> Copy of letter dated 31.01.2025 sent by UPPCB to Director, Local Bodies Directorate.	115-116
8.	Proof of service	117

THROUGH ADITYA VAIBHAV SINGH

Standing Counsel for UPPCB

A-394, Defense Colony

New Delhi- 110024

PLACE: NEW DELHI

DATE: 02-02-2025

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI

Original Application No. 664 of 2024

IN THE MATTER OF:

DR. SHARAD GUPTA

.... APPLICANT

Versus

MINISTRY OF ENVIRONMENT FOREST

AND CLIMATE CHANGE & ORS.

...RESPONDENTS

RESPONSE ON BEHALF OF UTTAR PRADESH POLLUTION CONTROL BOARD (R5) IN COMPLIANCE OF THE ORDER DATED 15.10.2024 PASSED BY THE HON'BLE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH, NEW DELHI.

I, Dr. Vishwanath Sharma, aged about 48 years S/o Late Dr Manoranjan Sharma, presently posted as Regional Officer, U.P Pollution control Board, Agra, do hereby solemnly affirm and state on oath as under:

1. That in the above-mentioned capacity I am fully conversant with the facts of the case and am competent and authorized to swear the present Affidavit.

That vide its order dated 15.10.2024 this Hon'ble Tribunal had passed the following directions.

Issue notice to the respondents for filing their response/reply by way of affidavit before the Tribunal at least one week before the next date of hearing through e-filing. If any respondent directly files the reply without routing it through his advocate, then the said respondent will



remain virtually present to assist the Tribunal. The Applicant is directed to serve the respondents and file the affidavit of service at least one week before the next date of hearing. ...

6. Respondent No. 7 is directed to place on record along with its reply affidavit the annual report which was submitted to the State PCB in Form-IV in terms of Rule 24 of the Solid Waste Management Rules, 2016 and the Respondent – UPPCB is also directed to submit the consolidated report which was submitted to the CPCB and Ministry of Urban Development in terms of Rule 24(3) of SWM Rules, 2016 in Form-V along with its reply."

3. That in compliance of the order dated 15.10.2024, officials of Regional Office UPPCB Agra and Project Office, CPCB Agra conducted joint inspection of Solid Waste Processing site at Kuberpur, Agra on 10.01.2025 and collected information from Municipal Corporation, Agra. The copy of inspection report is annexed as **Annexure R-1**.

4. That UPPCB vide letter dated 28.04.2023 has submitted the consolidated annual report for the year 2021-22 to CPCB in compliance to the rule 24(3) of Solid Waste Management Rules 2016. Copy of annual report is annexed as **Annexure R-2**.

5. That it is humbly submitted that there are 762 Urban Local Bodies (ULB) in the State of Uttar Pradesh. The annual reports in Form IV of all the 762 ULB's was not received by the UPPCB and therefore, in the absence of data, the consolidated annual reports in Form V for the year 2022-23 could not be compiled by the UPPCB. It is humbly submitted that UPPCB vide letters dated 11.05.2023, 21.07.2023, 04.09.2023 sent to the Director, Local Bodies Directorate and Secretary, Urban Development Department had requested to send the annual report of all



ULBs. Copy of letters dated 11.05.2023, 21.07.2023, 04.09.2023 is annexed as **Annexure R-3**.

6. Pursuant to the same, data regarding annual report in Form IV for the year 2022-23 was received from 608 ULBs out of 762 ULBs.

7. That the UPPCB vide letter dated 13.02.2024 and 27.06.2024 has issued directions under Section 5 of Environment (Protection) Act, 1986 to the Director, Local Bodies Directorate for sending the annual report in Form IV for all the ULBs to UPPCB. Copy of letters dated 13.02.2024 and 27.06.2024 is annexed as **Annexure R-4**.

8. That it is humbly submitted that for the year 2023-24 annual reports in Form IV have been received from 292 ULBs out of 762 ULBs. In the absence of data of Form IV, the consolidated annual reports in Form V for the year 2023-24 could not be compiled by the UPPCB. It is humbly submitted that UPPCB has sent e-mail's to the Director, Local Bodies Directorate to send the annual report of all 762 ULBs in Form IV vide e-mail's dated 11.09.2024, 21.11.2024, 26.11.2024, 03.12.2024, 10.12.2024, 11.12.2024, 28.01.2025. Copy of receipt of e-mail's dated 11.09.2024, 21.11.2024, 26.11.2024, 03.12.2024, 10.12.2024, 11.12.2024, 28.01.2025 is annexed as **Annexure R-5**.



Pursuant to the same, data regarding annual report in Form IV for the year 2023-24 was received from 292 ULBs out of 762 ULBs.

10. That UPPCB vide letter dated 31.01.2025 has issued directions under Section 5 of Environment (Protection) Act, 1986 to the Director, Local Bodies Directorate for sending the annual report in Form IV for all the

ULBs to UPPCB. Copy of letters dated 31.01.2025 is annexed as Annexure R-6.

11. That the above response of UPPCB (R5) is submitted before this Hon'ble Tribunal for kind perusal and consideration.

[Handwritten signature]

DEPONENT

VERIFICATION:

Verified at Agra on this 1st day of February 2025 that the contents of the above affidavit are true and correct to the best of my knowledge and belief and nothing material has been concealed therefrom.

[Handwritten signature]

DEPONENT

3106 F/209/2025
Explained to Shri Dr. Vishwanath Sharma
Read by ... *[Signature]*
Who understood the contents
Solemnly affirmed & declare on
Oath on ... 01/2/2025 ...
At Agra
Identified by *Self*



In compliance of the Hon'ble NGT order dated: 15.10.2024, in the matter of Original Application No. 664/2024: Dr. Sharad Gupta V/s Ministry of Environment Forest and Climate Change & Ors., inspection & status report of Municipal Solid Waste processing facility located at Kuberpur in Agra

The Hon'ble National Green Tribunal (NGT) in the matter of Original Application No. 664/2024, Dr. Sharad Gupta vs Ministry of Environment Forest and Climate Change & Ors. In its order dt. 15.10.2024 directed as below:

"...4. The OA raises substantial issues relating to compliance of the environmental norms.

5. Issue notice to the respondents for filing their response/reply by way of affidavit before the Tribunal at least one week before the next date of hearing through e-filing. If any respondent directly files the reply without routing it through his advocate, then the said respondent will remain virtually present to assist the Tribunal. The Applicant is directed to serve the respondents and file the affidavit of service at least one week before the next date of hearing.

6. Respondent No. 7 is directed to place on record along with its reply affidavit the annual report which was submitted to the State PCB in Form-IV in terms of Rule 24 of the Solid Waste Management Rules, 2016 and the Respondent – UPPCB is also directed to submit the consolidated report which was submitted to the CPCB and Ministry of Urban Development in terms of Rule 24(3) of SWM Rules, 2016 in Form-V along with its reply....."

List of Respondents:

1. UTTAR PRADESH POLLUTION CONTROL BOARD
2. MINISTRY OF ENVIRONMENT FOREST AND CLIMATE CHANGE
3. TAJ TRAPEZIUM ZONE AUTHORITY
4. ENVIRONMENT FOREST & CLIMATE CHANGE DEPARTMENT
5. STATE OF UTTAR PRADESH
6. CENTRAL POLLUTION CONTROL BOARD
7. AGRA MUNICIPAL CORPORATION

In compliance of the above NGT order (**Annex.1**) Central Pollution Control Board, a joint inspection along with the officials of Project Office, Central Pollution Control Board, Agra was carried out of Municipal Solid Waste (MSW) processing site at Kuberpur, Agra on 10.01.2025. At the time of inspection Shri Subhash Chand representative of operating agency M/s Spaak Super Infra India Pvt. Ltd. was present. The information of processing of legacy waste and fresh solid waste was collected from Municipal Corporation, Agra. Based on field inspection, observation & information provided by the Municipal Corporation, Agra report is as under:

1.0 Background

As per information provided by Municipal Corporation, Agra, approx. 952 TPD solid waste is generated within jurisdiction of Municipal Corporation, Agra (**Annex.2**). The Municipal Solid Waste (MSW) is being collected from 100 wards within the city and being disposed at the waste processing site located at Kuberpur, Agra. The Municipal Solid Waste processing site having a total area of 72 Acres. The Municipal Solid Waste processing facility having a capacity of 1000 TPD for processing of solid waste. A small sanitary landfill having an area of 15000 Sq.mt. has also been developed for the residual inert material coming out from Municipal Solid Waste processing plant. Municipal Solid Waste processing site, Kuberpur became operational in December 2011.

- 1.1 As informed by the representative of M/s Spaak Super Infra India Pvt. Ltd., the DPR of the project was made in year 2017.
- 1.2 After tendering process in year 2018, the agreement for biomining and bioremediation project was signed between Municipal Corporation Agra and M/s Spaak Super Infra India Pvt. Ltd. (**Annex.3**).
- 1.3 As per information given by Municipal Corporation Agra, initially 8.0 Lacs MT of legacy waste was estimated in April 2018. The fresh waste processing (300 TPD) was started in November 2019 and thus by the end of March 2023, an additional solid waste of approx. 6.52 Lacs MT got accumulated at site. 1.30 Lacs MT of solid waste was lying untreated in sanitary landfill site at Kuberpur. Thus, the total legacy waste of quantum 17.58 Lac MT has already been treated through Bio-mining. The capacity of processing plant was enhanced to 500 TPD in April 2023 and then to 1000 TPD in April 2024. The legacy waste approx. 26784MT get accumulated during the gap period (April 2023 to March 2025), which is under process of bio-mining and likely to be processed by 15th February, 2025 (**Annex.4**).

2.0 Observations:

- 2.1 **Process of Bio-mining of Legacy waste:** Bio-mining of legacy waste is carried out as per standard protocol. Waste is being processed through 04 nos. of trommels (30-60 TPH) having total capacity of 210 TPH. The methodology of screening is being executed through trommeling method of different sieve size. Initially, belt conveyor of 1500 mm at feeding stage is installed to feed trommel of >125 mm. The rejects of >125 mm size get stored while <125 mm get feed into 35 mm trommel through conveyor. The same process are getting replicated again and process it for further 6 mm through another trommel. The rejects of 125 mm, 35 mm and >6 mm is treated as Segregated Combustible Fraction (SCF) and inert, while remaining <6 mm fraction is bio-earth which can be used as soil conditioner in field application except agriculture practices. All segregated waste is being stored in processing site at present.

- 2.2 **Proposed Waste to Energy Plant (15 MW):** At the time of inspection by joint team, land filling and levelling work is being carried out through JCB and compactor machines at the proposed site of Waste To Energy Plant. Neither any building was found constructed at the site, nor any machine was installed.
- 2.3 **Construction and Demolition Plant:** C&D plant of 20TPD capacity was found operational at the time of inspection. Cemented bricks are being manufactured at the site. Ongoing civil work of proposed 150 TPD plant was also observed by the team during inspection.
- 2.4 No fire incident was observed by the team during the field inspection of the Municipal Solid Waste processing site at Kuberpur, Agra.

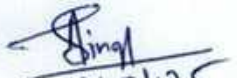
3.0 Summary

3.1 Presently Municipal Corporation Agra is carrying out collection & transportation of Municipal Solid Waste from Agra city and is being processed at Municipal Solid Waste processing site at Kuberpur along with legacy waste.

- During inspection, processing of Municipal Solid Waste was being carried out with 04 nos. of trommels (30-60 TPH) which have total capacity of 210 TPH.
- Three types of rejects were coming out after trommeling i.e soil enricher (<6 mm), Segregated Combustible Fraction (SCF) of <35 mm and C&D waste above 35mm.
- 1000 TPD Plant for compost making from organic portion of Municipal Solid Waste was found functional at the site.
- It was informed by the representative of the operating agency that approx. 26784 MT volume of unprocessed legacy waste is still present at the Kuberpur site, which is likely to be processed 15, Feb, 2025.
- After processing of MSW, RDF (Refused Derived Fuel) is left at the end, which is non-decomposable and has calorific value. At present, appx. 1,80,000-2,00,000 MT of segregated RDF is stored at the site.
- For the collection of leachates (liquid portion) coming out from MSW dump, underground leachate collection tank (capacity 85 KL) is available at the site. As informed by the representative of firm, they are using leachate to sprinkle on the organic waste material to speed up the decomposition process.
- At the time of inspection, land filling and levelling work of proposed Waste to Energy Plant was seen by the join team.
- Construction & Demolition Waste plant was found functional at the time of inspection.
- Ambient Air Quality Monitoring of said area at administrative building done by UPPCB on dt. 21.10.2024 & 22.10.2024. Monitoring report attached (**Annex.5**).
- The inspection on dated 29.11.2024 ground water sample was collected from the submersible pump near administrative building. Analysis report attached (**Annex.6**).

4.0 Suggestions

- Establishment of Waste to Energy Plant should be installed soon.
- As informed by Municipal Corporation, Agra leftover Municipal Solid Waste legacy waste (26784 MT) should be completely processed by 15th February, 2025. The working agency should increase the processing speed.
- At present, segregated waste is not disposed out and all the segregated portion of waste was found stored at processing site. Proper and timely disposal of stored segregated waste i.e. SCF, RDF, Compost is required.
- Proper Leachate collection and treatment is required at legacy waste site and at fresh Municipal Solid Waste stored site also.
- Housekeeping and maintenance should be improve at different sections as per the Solid Waste Management Rules, 2016.


31.01.25

Scientific Assistant

UP Pollution Control Board,

Agra


31/01/25

Assistant Scientific Officer

UP Pollution Control Board

Agra


31/01/25

Regional Officer

UP Pollution Control Board,

Agra



Pic-1-Site for proposed Waste to Energy Plant (15 MW)



Pic-2- Land filling and levelling work in progress for WTE Plant



Pic-3- Land filling and levelling work in progress for WTE Plant



Pic-4- Land filling and levelling work in progress for WTE Plant



Pic-5- Functional C&D plant of Agra Nagra Nigam (20 TPD)



Pic-6- C&D plant of Agra Nagra Nigam (20 TPD)



Pic-7- Site for proposed C&D plant of Agra Nagra Nigam (20 TPD)



Pic.-8- Bio-mining work is in progress at Kuberpur MSW site, Agra



Pic.-9- segregated waste at Kuberpur MSW site, Agra



Pic-10- Over view of Legacy waste dumping site



Pic.-11- SLF developed by Agra Nagra Nigam



Pic.-12- Processing of fresh waste at Kuberpur MSW site, Agra

Item No. 03

Court No. 1

**BEFORE THE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI**

Original Application No. 664/2024

Dr. Sharad Gupta

Applicant

Versus

Ministry of Environment Forest and
Climate Change & Ors.

Respondent(s)

Date of hearing: 15.10.2024

**CORAM: HON'BLE MR. JUSTICE PRAKASH SHRIVASTAVA, CHAIRPERSON
HON'BLE MR. JUSTICE ARUN KUMAR TYAGI, JUDICIAL MEMBER
HON'BLE DR. A. SENTHIL VEL, EXPERT MEMBER**

Applicant: Mr. Anshul Gupta & Mr. Aditya Tainguriya, Advs.

ORDER

1. In this original application, the Applicant, who is a doctor by profession, has raised an issue of accumulation of solid waste at the Kuberpur landfill site, Agra falling in TTZ.

2. Learned Counsel for the Applicant has referred to the order of the Tribunal dated 15.03.2021 passed in OA No. 176/2020 in the matter of *Social Action for Forest and Environment (SAFE) vs. Union of India & Ors.*, wherein the report was filed by the Central Pollution Control Board (CPCB) disclosing that the estimated legacy waste at Kuberpur dump site was 8 lakhs tonnes out of which 5.8 lakhs tonnes was processed and rest of the waste was shaped in windrows for primary treatment in the area of 4 Acres and that the legacy waste remediation was planned to be completed by February 2021. He has submitted that considering that the said stand the Tribunal had disposed of the OA by order dated

15.03.2021, and thereafter, though a year has passed, the legacy waste at the dump site in question has not been cleared. He has also referred to the order of the Hon'ble Supreme Court dated 18.02.2021 whereby the IA filed by the Municipal Corporation, Agra in the Writ Petition No. 13381/1984 in the matter of *M.C. Mehta vs. Union of India & Ors.* was allowed and the Municipal Corporation was permitted to establish Waste to Energy Plant and Construction & Demolition Plant at Kuberpur landfill site in Agra in accordance with law. He submits that thereafter substantial time has lapsed but Waste to Energy Plant has not been set up. He has referred to the representation dated 28.01.2024 filed by the Applicant before the Divisional Commissioner of Agra Division/TTZ Authority pointing out the delay in setting up the Waste to Energy Plant and in this regard, he has also referred to the communication dated 06.02.2024 sent by the Uttar Pradesh Pollution Control Board (UPPCB) to the Commissioner, Municipal Corporation, Annexure A-6.

3. Counsel for the Applicant has further referred to the photograph on page 20 and submitted that there are fire incidents in the legacy waste site which is creating the issue of air pollution.

4. The OA raises substantial issues relating to compliance of the environmental norms.

5. Issue notice to the respondents for filing their response/reply by way of affidavit before the Tribunal at least one week before the next date of hearing through e-filing. If any respondent directly files the reply without routing it through his advocate, then the said respondent will remain virtually present to assist the Tribunal. The Applicant is directed to serve the respondents and file the affidavit of service at least one week before the next date of hearing.

6. Respondent No. 7 is directed to place on record along with its reply affidavit the annual report which was submitted to the State PCB in Form-IV in terms of Rule 24 of the Solid Waste Management Rules, 2016 and the Respondent - UPPCB is also directed to submit the consolidated report which was submitted to the CPCB and Ministry of Urban Development in terms of Rule 24(3) of SWM Rules, 2016 in Form-V along with its reply.

7. List on 04.02.2025.

Prakash Shrivastava, CP

Arun Kumar Tyagi, JM

Dr. A. Senthil Vel, EM

October 15, 2024
Original Application No. 664/2024
dv..

कार्यालय: नगर निगम, आगरा।

प्रेषक,

प्रभारी स्वच्छ भारत मिशन,
नगर निगम आगरा।

सेवा में,

राज्य मिशन निदेशक,
स्वच्छ भारत मिशन-नगरीय,
राज्य मिशन निदेशालय, उ०प्र०,
सेक्टर-7, गोमती नगर विस्तार, लखनऊ।

पत्रांक: 31/13/11/2024

दिनांक:- 02.02.2024

विषय :- ठोस अपशिष्ट प्रबंधन नियम, 2016 के नियम-24(2) के अन्तर्गत वार्षिक रिपोर्ट प्रेषित किये जाने के सम्बन्ध में।

महोदय,

कृपया कार्यालय राज्य मिशन निदेशालय के पत्र संख्या पी०एम०यू०/9662/429/13/2023 एवं पी०एम०यू०/9663/429(13)/2023 दिनांक 24.01.2024 के क्रम में ठोस अपशिष्ट प्रबंधन नियम, 2016 के नियम-24(2) के अन्तर्गत वार्षिक रिपोर्ट निर्धारित प्रारूपों पर सलतन कर सादर प्रेषित है।

संलग्नक:- प्रारूप-4
प्रारूप-5

भवदीय,


02.02.24
प्रभारी स्वच्छ भारत मिशन
नगर निगम आगरा

प्रतिलिपि:- नगर आयुक्त महोदय को सादर सूचनाार्थ।

प्रभारी स्वच्छ भारत मिशन
नगर निगम आगरा

Form-IV

[see rules 15(za), 24(2)]

Format for annual report on solid waste management to be submitted by the local body

CALENDAR YEAR:	DATE OF SUBMISSION OF REPORT
2023-24	

1.	Name of the City/Town and State	Agra Nagar Nigam Agra
2.	Population	1902845 approx pop. (2021)
3.	Area in sq. kilometres	141.00 As per New boundary
4.	Name & Address of local body	Mahatma Gandhi Road, Near Sursadan, Sanjay Place, Wazirpura, Agra
	Telephone No.	0562-2850670/ 2520616
	Fax No.	0562-2850499
	E-mail	amcagra1@gmail.com
5.	Name of officer in-charge dealing with solid waste management (SOLID WASTEM)	Er Pankaj Bhushan
	Phone No :	7300740631, 0562-2850670
	Fax No:	0562-2850499
	E-mail:	amcagra1@gmail.com
6.	Number of households in the city/town	424901
	Number of non- residential premises in the city	104001
	Number of election/administrative wards in the city/town	100
7.	Quantity of Solid waste (solid waste)	
	Estimated quantity of solid waste generated in the local body area per day in metric tones.	952 TPD
	per capita waste collected per day	500gm
	Quantity of solid waste collected per day	952 TPD
	Quantity of solid waste processed	661 TPD
	Quantity of solid waste disposed at dumpsite/landfill	291 TPD
8.	Status of Solid Waste Management Service	Active
	Segregation and storage of waste at source	Active
	Whether SOLID WASTE is source in domestic/commercial/institutional bins, if yes.	YES
	Percentage of households practice storage of waste at source in domestic bins	100%
	Percentage of non- residential premises practice storage of waste at source in commercial/institutional bins	100%
	Percentage of households dispose of throw solid waste in the streets	0%
	Percentage of non- residential premises dispose of throw solid waste on the streets	0%
	Whether solid waste is stored at source in a segregated form if yes	Yes
	Percentage of premises segregation the waste at source	60-70%
	Door to Door Collection of solid waste	100 Wards
	No. of households covered	424901
	No. of non-residential premises including commercial establishments hotels, restaurants educational institutions offices etc covered	104001
	Percentage of residential and non-residential premises covered in door to door collection through:	
	Motorized vehicle	351
	Containerized tricycle/handcart	128


Other device	0%				
If not,	N/A				
Sweeping of streets	Yes				
Length of roads, streets, lanes, bye-lanes in the city that need to be cleaned	2683.41 Km				
Frequency of street sweepings and percentage of covered	frequency	Daily	Alternate	Occasionally	Twice a week
	% of population covered	100	-	-	-
Tools used					
Manual sweeping	70%				
Mechanical sweeping	30%				
Whether long handle broom is used by sanitation workers	Yes				
Whether each sanitation worker is given handcart/tricycle for collection of waste	No				
Whether handcart / tricycle is containerized	Yes				
Whether the collection tool synchronizes with collection/ waste storage containers utilized	Yes				
Secondary Waste Storage facilities	Yes, Transfer Station				
No and type of waste storage depots in the city/town	No. Capacity in M ³				
Open waste storage sites					
Masonry bins	0				
Cement concrete cylinder bins	0				
Dhalao/covered rooms/space	-				
Covered metal plastic containers					
Upto 1.1 m ³ bins	137 157				
2 to 5 m ³ bins	117 526				
Above 5m ³ containers	72 612				
Bin-less city	Not yet				
Bin population ratio	1.7 bins / 10,000 population (Excluding litter bins)				
Ward wise details of waste storage depots (attach): Ward No: Area: Population: No. of bins placed Total volume of bins placed	Transfer Station List attached				
Total storage capacity of waste storage facilities in cubic meters	1381 Cum				
Total waste actually stored at the waste storage depots daily	300 MT				
Give frequency of collection of waste from the depots	Frequency		No. of bins		
Number of bins cleared					
	Daily		230		
	Alternate day		62		
	Twice a week		34		
	Once a week		-		
	Occasionally		-		
Whether storage depots have facility for storage of segregated waste in green, blue and black bins	Yes				
Whether lifting of solid waste from storage depots is manual or mechanical, Give percentage	100% Mechanical				

(%) of Manual Lifting of solid waste	0%	
(%) of Mechanical listing	100%	
If mechanical - Specify the method used	Front-end loaders/ DP/RC	
Whether solid waste is lifted from door to door and transported to treatment plant directly in a segregated form	Yes	
Waste transportation per day Type and Number of vehicles used	No. trips made	Waste Transported
Animal cart -	-	-
Tractors-	-	-
Nos. of tipping Truck (Hywa)- 14	2	255
Tipping Truck- 34	2	260
Dumper Placers- 36	1	50
Refuse collectors- 21	1	100
Compactors- 8	2	200
Others- (Tata 407/Tata ACE)	37	110
JCB/loader - 35	-	-
Frequency of transportation of waste	Frequency (%) of waste transported MSW = Daily	
Quantity of waste transported each day	952 TPD	
Percentage of total waste transported daily	100%	
Waste Treatment Technologies used	Composting, RDF, Recycling	
Whether solid waste is processed	YES	
If yes. Quantity of waste processed daily	661 TPD	
Whether treatment is done by local body or through an agency	Agency	
Land(s) available with the local body for waste processing (in Hectares)	29.01 Ha (72 Acres)	
Land currently utilized for waste processing	29.01 Ha (72 Acres)	
Solid waste processing facilities in operation	<ul style="list-style-type: none"> • 500 TPD WTC Plant at Kuberpur • 2 TPD Flower to compost Plant Rajnagar • 2 TPD Organic Waste to Compost Unit Rajnagar • 1 TPD Organic Waste to Compost Unit TP Nagar • 100 TPD Plant Kuberpur (Cow Dung) • 120 TPD MRF, Tedi Bagiya Hatras Road • 4 TPD Waste to Compost (BWG) • 5 TPD MRF Nunhai Shobha Nagar • 12 TPD Wet Waste Plant Babarpur • 15 TPD DRY Waste Plant Babarpur 	
Solid waste processing Facilities under construction	15MW Waste to Energy Plant	
Distance of processing facilities from City boundary	12Km	
Details of technologies adopted	Composting, RDF, Recycling	
Composting	Qty. raw material processed = 550 TPD Qty. final product produced = 20 TPD Qty. sold = 20 TPD Quantity of residual waste land-filled = 20 TPD	
Vermi composting	Qty. raw material processed NIL Qty. final product produced NIL Qty. Sold Quantity of residual waste landfilled NIL	
Bio-methnation	Qty. raw material processed NIL Qty. final product produced NIL Qty. Sold Quantity of residual waste landfilled NIL	
Refuse Derived Fuel	Stored for waste to Energy plant	
Waste to Energy technology such as incineration, gasification, paralysis or any other technology	Plant under construction	
Co-processing	Qty. Sold Quantity of residual waste landfilled NIL	
	None	

	Combustible waste supplied to cement plant	NIL
	Combustible waste supplied to solid waste based power plants	NIL
	Others	NIL
	Solid waste disposal facilities	
	No. of dumpsites available with the local body	NIL
	No. of sanitary landfill sites available with the local body	01
	Area of each such sites available for waste disposal	72 Acre
	Area of land currently used for waste disposal	72 Acres
	Distance of dumpsite/landfill facility from city/town	12 Km
	Distance from the nearest habitation	2.0 km
	Distance from water body	500 m
	Distance from State National Highway	1.50 Km
	Distance from Airport	20 Km
	Distance from important religious places or historical monument	8.1 Kms form Imad-ud-Daula 10Km from Agra Fort 6.3 Kms form Taj Mahal
	Whether it falls in flood prone area	N/A
	Whether it falls in earthquake fault line area	500 m from Fault Line Fracture
	Quantity of waste landfilled each day	546 TPD
	Whether landfill site is fenced	YES
	Whether Lighting facility is available on site	YES
	Whether Weigh bridge facility available	YES
	Vehicles and equipments used at landfill (specify)	Bulldozers, compacters, Excavators, Trucks/ Dumpers
	Manpower deployed at landfill site	21
	Whether covering is done on daily basis	N/A
	If not, Frequency of covering the waste deposited at the landfill	N/A
	Caover material used	N/A
	Whether adequate covering material is available	N/A
	Provisions for gas venting provided	N/A
	Provision for leachate collection	N/A
9.	Whether an Action Plan has been prepared for improving solid waste management practices in the city	Action Plan prepared and submitted under 15 th FC Grant
10.	What separate provisions are made for : Dairy related activities: Slaughter houses waste: C&D-waste (construction debris): 5 TPD	Yes Yes, Carcass utilization plant is under Constriction Yes, Construction and Demolition Waste (C&D) Plant of 5 TPD is operational. C&D Waste process Plant of 150 TPD is under process (agreement done).
11.	Details of Post Closure Plan	At existing landfill site, bio-mining of legacy waste (9.40 Laes MT) has been completed and 37 Acres of land has been re-claimed.
12.	How many slums are identified and whether these are provided with Solid Waste Management facilities	217 Slums identified in Agra. All are provided with Solid Waste Management Facilities.
13.	Give details of: Local body's own manpower deployed for collection including street sweeping, secondary Storage, transportation, processing and disposal of Waste	Man power of Agra Nagar Nigam- 4663
14.	Give details of: Contractor, concessionaire's manpower deployed for collection including street sweeping, secondary Storage, transportation, processing and disposal of	Total 1018

	waste	
15.	Mention briefly, the difficulties being experienced by the local body in complying with provisions of these rules	<ul style="list-style-type: none">• land constraints for decentralization process• Untrained manpower• Lack of awareness among citizen for Segregation of waste
16.	Mentions briefly, if any innovative idea is implemented to tackle the problem related to solid waste, which could be replicated by other local bodies	--

Date : 02/01/2024
Place : Agra


Environment Engineer
Nagar Nigam Agra



नगर निगम आगरा



ट्रान्सफर स्टेशन

क्र०स०	स्थल विवरण	ट्रान्सफर स्टेशन की संख्या	क्षमता
1	जूता मंडी के पास (राजनगर लोहामण्डा)	01 सैट	10.5 घनमी० क्षमता के
2	ऑल इण्डिया रेडियो स्टेशन	01 सैट	10.5 घनमी० क्षमता के
3	ताजमहल के पूर्वी गेट के पास (ताजगंज)	01 सैट	10.5 घनमी० क्षमता के
4	संजय प्लेस स्थित सी०डब्ल्यू०आर के सामने	01 सैट	10.5 घनमी० क्षमता के
5	ट्रान्सपोर्ट नगर स्थित आई०एस०वी०टी० के पीछे	02 सैट	10.5 घनमी० क्षमता के
6	ट्रान्सपोर्ट नगर स्थित आई०एस०वी०टी० के पीछे	02 सैट	18 घनमी० क्षमता के
7	हाथरस रोड रामावग (छत्ता जोन)	01 सैट	10.5 घनमी० क्षमता के

Form-V


[SEERULES 17(2)]

FORMAT FOR ANNUAL REPORT ON PLASTIC WASTE MANAGEMENT TO BE SUBMITTED BY
THE LOCAL BODY

Period of Reporting:

(1)	Name of the City or Town and State:	AGRA, UTTAR PRADESH
(2)	Population	1902845 approx pop. (2021)
(3)	Area in sq. kilo meters	141.00
(4)	Name & Address of Local body Telephone No. Fax No. E-mail:	Mahatma Gandhi Road, Near Sursadan, Sanjay Place, Wazirpura, Agra 0562-2850670, 2520616 0562-2850499 amcagra1@gmail.com
(5)	Total Numbers of the wards in the area under jurisdiction	100
(6)	Total Number of Households in the area under jurisdiction	424901
(7)	Number of households covered by door to door collection	424901
(8)	Total number of commercial and Institutions in the area under jurisdiction - Commercial establishments - Institutions	104001 --
(9)	Number of commercial and Institutions in the area under jurisdiction - Commercial establishments - Institutions	104001 --
(10)	Summary of the mechanisms put in place for management of plastic waste in the area under jurisdiction along with the details of agencies involved in door to door collection	Agra Municipal Corporation has implemented two agencies, Swachatha Corporation and J.S. Enviro Services Pvt.Ltd, for door-to-door waste collection. Combined number of vehicles for both agencies is 351, including 97 push carts, 31 tricycles and 1018 garbage collectors. Furthermore, The Social Lab agency and GIZ are conducting a pilot project in Shah Market and Bhairon Nala specifically focused on recycling of plastic waste.
(11)	Attach details of infrastructure put in place for management of plastic waste generated in the area under jurisdiction	The Agra Municipal Corporation has established Three Material Recovery Facility (MRF) centers. The first MRF center is located in the 96 th ward at Mahrishipuram, and the second one is situated at Tedi Bagiya, Hathras Road, Agra, in the 82 nd ward and third in kuberpur. The combined capacity of all MRF centers is 150 Tons Per Day (TPD). Each day, the waste collected is sent to the Recycling Facility located at Gajrola and Kashipur. The responsible organisation for this task is M/S Nationwide Waste Management Service Pvt. Ltd and Feedback Foundation Charitable Trust.
(12)	Attach details of infrastructure required, if any along with justification	-
(13)	Quantity of Plastic Waste generated during the year from area under jurisdiction (in tons)	18000 MT
(14)	Quantity of Plastic Waste collected during the year from area under jurisdiction (in tons)	18000 MT
(15)	Quantity of Plastic Waste channelized for recycling during the year (in tons)	18000 MT
(16)	Quantity of Plastic waste channelized for use during the year (in tons)	18000 MT
(17)	Quantity of rejects sent to landfill sites during the year (in tons)	180 MT
¼18½	Details of each of facilities used for processing and disposal of plastic waste	

	<p>Facility-1</p> <p>i) Name of operator ii) Address with Telephone Number of Mobiles iii) Capacity iv) Technology Used v) Registration Number vi) Validity of Registration (up to)</p> <p>Facility-2</p> <p>i) Name of operator ii) Address with Telephone Number of Mobiles iii) Capacity iv) Technology Used v) Registration Number vi) Validity of Registration (up to)</p> <p>Facility-3</p> <p>i) Name of operator ii) Address with Telephone Number of Mobiles iii) Capacity iv) Technology Used v) Registration Number vi) Validity of Registration (up to)</p>	<p>1- M/s National Waste Management Pvt. Ltd. 2- 99711 00090 3- 120 TPD 4- Recycle 5- ---- 6- ----</p> <p>1- M/s Feedback foundation charitable trust 2- 9546077245 3- Maharishi Puram, Agra 3- 15 TPD 4- Segregation & Recycling 5- ---- 6- ----</p> <p>1- Nagar Nigam Agra 2- 9319406037 3- Kuberpur, Agra 3- 15 TPD 4- Segregation & Recycling 5- ---- 6- ----</p>
(19)	Give details of: Local body's own manpower deployed for collection including street sweeping, secondary storage, transportation, processing and disposal of waste.	Man power of Agra Nagar Nigam- 4663
(20)	Give details of: Contractor of concessionaire's manpower deployed for collection including street sweeping, secondary storage, transportation, processing and disposal of waste.	Total 1018
(21)	Mention briefly, the difficulties being experienced by the local body in complying with provisions of these rules including the financial constrains, if any	<ul style="list-style-type: none"> • No co-processing facility is available for MLP and RDF in the vicinity. • Land constraints for decentralized plastic waste processing • Lack of awareness among citizens regarding waste segregation.
(22)	Whether an Action Plan has been prepared for improving solid waste management practices in the city? Date of revision:	Yes and submitted on city finance portal


 Environment Engineer
 Nagar Nigam Agra

Date : 02/01/2024
Place : Agra

Date: 28/01/2015

Concession Agreement

Volume-II Bioremediation, Capping and Scientific Closure of Existing Dump site at Kuberpur Land fill Site at Agra.

Agra Municipal Corporation, Agra



Contents

AGREEMENT	5
ARTICLE 1: DEFINITIONS AND INTERPRETION	8
ARTICLE 2: CONCESSION	15
2.1 Grant of Concession	15
2.2 Concession Period	15
2.3 Acceptance of Concession	15
ARTICLE 3: PROJCT SITE	16
3.1 Delegation of Site	16
3.2 Rights, Title and Use of the Site	16
3.3 "AMC" hereby warrants that	17
3.4 Applicable Permits	17
ARTICLE 4 - PROJECT MANAGEMENT CONSULTANT (PMC)	18
4.1 Appointment & Scope of Work	18
4.2 Payments to Project Management Consultant (PMC)	18
4.3 Termination of the Project Management Consultant (PMC)	18
4.4 Authorized signatories	18
4.5 Disagreement between Parties	18
ARTICLE 5: CONCESSIONAIRE'S OBLIGATION	19
5.1 Performance Security Deposit	19
5.2 Financing Arrangement	19
5.3 CONCESSIONAIRE's Obligations during the Pre-Commencement of Construction Works	20
5.4 Obligations during Construction	21
5.5 After Completion of Remediation	23
5.6 Reporting Requirements and Documents to be Provided	23
5.7 Insurance	24
5.8 Application of Insurance Proceeds	25
5.9 Environmental Compliance	25
5.10 Land Use	25
5.11 Operation Stoppage	25
5.12 Penalty	26
5.13 General Obligations	27
5.14 Sale of Recyclables	27
5.15 No Breach of Obligations	27
ARTICLE 6: "AMC"'s Obligations	28
ARTICLE 7: BIDDING PARAMETER	29
7.1 Bidding Parameter:	29
7.2 Payment Terms	29
ARTICLE 8: FORCE MAJEURE AND CHANGE IN LAW	30
8.1 Force Majeure Event	30
8.2 Notice of Force Majeure Event	31
8.3 Performance Obligations	31
8.4 Termination due to Force Majeure Event	37
8.5 Liability for other losses, damages etc	33
8.6 Change in Law	33
ARTICLE 9: EVENTS OF DEFAULT AND TERMINATION	35
9.1 Events of Default	35
9.1.2 "AMC"'s Event of Default	36
9.2 Termination due to event of default	36



9.2.1 Termination due to event of Default	36
9.2.2 Termination for "AMC" Event of Default	37
9.2.3 Termination Notice	37
9.2.4 Obligation of Parties	37
9.2.5 Withdrawal of Termination Notice	38
9.2.6 Termination Payments	38
9.3 Rights of "AMC" on Termination	38
9.4 Accrued Rights of Parties	38
ARTICLE 10: HANDBACK OF PROJECT FACILITIES	39
10.1. Ownership	39
10.1. Title to the excavated waste materials	39
10.2. CONCESSIONAIRE's Obligations	39
10.3 "AMC"'s Obligations	40
ARTICLE 11: DISPUTE RESOLUTION	41
11.1. Amicable Resolution	41
11.2. Arbitration	41
11.3. Performance During Dispute	42
ARTICLE 12: REPRESENTATIONS AND WARRANTIES	43
12.1 Representations and Warranties of the Concessionaire	43
12.2 Representations and Warranties of "AMC"	44
12.3 Obligation to Notify Change	45
ARTICLE 13: MISCELLANEOUS	46
13.1 Assignment and Charges	46
13.2 Interest and Right of Set Off	46
13.3 Governing Law and Jurisdiction	46
13.4 Assignment in favour of CONCESSIONAIRE's Associate	46
13.5 Intellectual Property Rights	47
13.6 Waiver	47
13.7 Survival	47
13.8 Amendments	48
13.9 Notices	48
13.10 Severability	48
13.11 No Partnership	49
13.12 Language	49
13.13 Exclusion of Implied Warranties etc.	49
13.14 Counterparts	49



SCHEDULE 1:DETAILS OF PROJECT SITE 50

SCHEDULE 2:DEVELOPMENT SPECIFICATIONS..... 51

SCHEDULE 3:OPERATIONS SPECIFICATIONS 52

SCHEDULE 4:BIDDING PARAMETER 53

SCHEDULE 5:SECURITY DEPOSIT (PROFORMA OF BANK GUARANTEE)..... 54

SCHEDULE 6: LETTER OF AUTHORISATION 56

SCHEDULE 7: IMPLEMENTATION SCHEDULE 57





EX 165924

उत्तर प्रदेश UTTAR PRADESH

MUKESH KU. DY. CASHIER

[Signature]

18 JUN 2019

This Concession Agreement mutually agreed and entered into on 27. day of June two thousand and Nineteen at Agra.

AGREEMENT

BETWEEN

TREASURY, AGRA

The Agra Municipal Corporation, a body established under the Uttar Pradesh Municipal Corporation Act, 1959 and having its head office at Agra. (Hereinafter referred to as "AMC" or "the Concessioning Authority" which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns) represented by its [], of the first Part;

AND

Spaak Super Infra India Private Limited, a company incorporated under provisions of the companies Act 1956, having its registered office at Shop No. 2/129, Ground Floor, DDA Janta House, Pul Prahladpur, Lal Mahal, South Delhi, Delhi 110044 IN hereinafter referred to as "Concessionaire" which expression shall unless repugnant to the context include its successors and permitted assigns, OF THE OTHER PART.

[Signature]
उत्तर प्रदेश नगर निगम, अग्रा



WHEREAS,

- (a) The Ministry of Environment, Forests and climate change (MoEF&CC), Government of India (GoI), has formulated the Solid Wastes Management Rules, 2016 ("SWM Rules"), which makes it mandatory for every municipal authority to implement a scientific solid waste management system wherein the SWM is duly processed and the residual inert/non- biodegradable solid wastes disposed in an Sanitary Landfill (as herein after defined).
- (b) "AMC", is responsible for providing municipal services, which includes the Solid Waste Management such as collection, transportation, processing and disposal of waste generated in the city. "AMC" currently disposes the collected SWM at designated dumping site of Kuberpur.
- (c) "AMC" desires to Bioremediate (biomining as well as phytocapping) the municipal waste lying at Kuberpur dumping site to reclaim maximum area followed by capping of remaining waste at Kuberpur, Agra.
- (d) "AMC" had invited competitive proposals from the interested Bidders for implementing the remediation project and in response thereto "AMC" received...~~2~~...~~No.~~
No. of proposals from several number of Bidders including the Concessionaire for implementing the Project.
- (e) "AMC", after evaluating the aforesaid Proposals and recommendation of Evaluation Committee, constituted by the "AMC" for the purpose, accepted the Proposal submitted by the Consortium/Bidder and issued Letter of Award No.^{124/18/001/19} Dated ~~18/01/19~~.....to the consortium for the project based on the resolution of council no....., datedwhich was duly acknowledged by the Concessionaire.
- (f) In accordance with the terms of the Request for Proposal Document issued to the Bidders, the Consortium/Successful Bidder has promoted and incorporated a company as a private limited company for the project to fulfill obligations set out under the Letter of Award and has requested "AMC" to accept the Concessionaire/SPECIAL PURPOSE VEHICLE (SPV) as the entity to sign the Agreement and execute all the obligations of the Successful Bidder as per RFP document Letter of Award and as set out in this Agreement.
- (g) "AMC" has agreed the request of Successful Bidder and has agreed to enter into this Agreement with the Concessionaire for the project.

3
 12/01/19
 124/18/001/19



(h) The Parties hereto are required to enter into the Concession Agreement being these presents to record the terms, conditions and covenants of the Concession.

NOW THIS AGREEMENT WITNESS AS FOLLOWS:-

[Faint handwritten signature]



ARTICLE 1: DEFINITIONS AND INTERPRETATION

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:

"Additional Cost" shall mean the additional capital expenditure and/or the additional operating costs as the case may be, which the Concessionaire would be required to incur as a result of Change in Law.

"Affected Party" shall mean the Party claiming to be affected by a Force Majeure Event in accordance with Article 8.1

"Agreement" shall mean this Agreement, and include any amendments hereto made in accordance with the provisions hereof.

"Applicable Law" shall mean all laws in force and effect, including SWM Rules 2016 and Environment Laws, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement and applicable to the Project/the Concessionaire.

"Applicable Permits" shall mean all clearances, permits, authorizations, consents and approvals required to be obtained or maintained by the Concessionaire under Applicable Law, in connection with the construction, operation and maintenance of the Project Facilities during the subsistence of this Agreement.

"Appointed Date" shall mean the date of this Agreement.


"Arbitration Act" shall mean the Arbitration and Conciliation Act, 1996 and shall include any amendment to or any re-enactment thereof as in force from time to time.

"Authorization" means any approval, consent, exemption, filing, license, authorization, permit, registration or waiver, and any renewal or variation of any of them, howsoever described, necessary to design, build, and operate the project and project facilities;

"Authorized Representative" means, in respect of a Party, any person designated (whether by name or as the holder of a specified position or office) as such by such Party by notice in writing given to the other Party including, in the case of a person designated by name, a specimen signature of that person certified by the Party issuing the notice.

"Change in Law" shall have the meaning ascribed thereto in Article 8.6

"Agra" means the whole urban area falling within the jurisdiction of the "AMC" as the GoUP may by notification specify from time to time;


 अधिकारी/अभिधायक
 नगरपालिका, अग्र



"AMC" shall mean the Agra Municipal Corporation, the municipal corporation established under the provisions of the MP Municipal Corporation Act, 1956

Soil Conditioners: As the processed waste with organic content can be converted to Compost like material with high content of soil. This may not qualify for the compost based on the agro standards, but can be used as soil conditioners.

"Concession" shall have the meaning ascribed thereto in Article 2.1 "Concession Period" shall have the meaning ascribed thereto in Article 2.2

"CONCESSIONAIRE" shall mean Spaak Super Infra India Private Limited and includes its successors and permitted assigns expressly approved by "AMC".

"CONCESSIONAIRE's Associates" shall mean any company/ies which is/are controlled by the Concessionaire. For the purpose of this definition, the term "control" means the power to direct the management or policies of such entity, directly or indirectly, through the ownership of shares or other securities, by contract or otherwise, provided that the direct or indirect ownership of 51 (fifty one) percent or more of its voting share capital is deemed to constitute control of such entity, and "controlling" and "controlled" shall be construed accordingly.

"Consortium" means the consortium consisting of and whose offer in respect of this project has been accepted by "AMC", and includes the consortium's personnel, representatives, successors and permitted assignees;

"Construction Works" shall mean all works and things required to be constructed by the CONCESSIONAIRE, pursuant Specifications to the Development Specifications and Operations

"Development Specifications " shall mean the basic conditions related to design and construction of the Project Facilities set forth in Schedule 2.

"Drawings" shall mean all of the drawings, designs, calculations and documents pertaining to the Project in accordance with the Development Specifications and Operations Specifications.

"Dumpsite Means the site situated at Kuberpur, Agra where the waste collected from Agra is being dumped at present

"Effective Date" means the date on which the Site is earmarked and delegated to the CONCESSIONAIRE by "AMC" in accordance with Article 3.1.1 for the purpose of the Agreement

"Emergency" shall mean a condition or situation that is likely to endanger the safety of the individuals on or about the Project Facilities or which poses an immediate threat of material damage to any of the Project Facilities.

"Encumbrance" shall mean any encumbrance such as mortgage, charge, pledge, lien,

अग्र मुनिसिपालिटी
नगर निगम, अग्रा



hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrances, claims for any amounts due on account of taxes, cesses, electricity, water and other utility charge and encroachments on the Project Facilities.

"Environmental Laws" means all Laws pertaining to the protection of natural resources, the environment, the health and safety of the public, according to Environment (Protection) Act, 1986, The Air (Prevention and Control of Pollution) Act, 1981, The Water (Prevention and Control of Pollution) Act, 1974 and any other central, state or local law, regulation, rule, ordinance or order that govern:

- a) The existence, cleanup and/or remedy of contamination on real property;
- b) The emission or discharge of Valuable environmental parameters into the environment as per applicable law;
- c) The use, generation, transport, treatment, storage, disposal, removal or recovery, recycling or reuse of deposited waste or substances, including building materials;

"Financing Documents" shall mean collectively the documents evidencing Lenders' commitment for financing the Project.

"Financial Year" shall mean the period commencing from April 1 of any given year to March 31 of the succeeding year.

"Financing" means the aggregate amounts provided by way of loan, lease finance of the project assets except the right to use the land or otherwise to the CONCESSIONAIRE by the Lenders for the development, establishment, design, finance, upgrading, implementation, construction, operation and maintenance of the Project and Project Facilities and shall include all related financial charges, fees and expenses of all kinds relating to the Project and Project Facilities;

"Force Majeure" or "Force Majeure Event" shall mean an act, event, condition or occurrence as specified in Article 8.

"Govt" shall mean the Government of India.

"GoUP" shall mean the Government of the Uttar Pradesh.

"Good Industry Practice" shall mean the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof of any of them of a project similar to that of the Project.

2
/



"Government Agency" shall mean GoI, GoUP, "AMC" or any state government or governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the CONCESSIONAIRE, the Site/Project Facilities or any portion thereof, or the performance of all or any of the services or obligations of the CONCESSIONAIRE under or pursuant to this Agreement.

"Hazardous Waste" shall have the meaning as defined under the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 and as amended thereto.

"Implementation Period" shall mean the period from the Effective Date to completion of works

"Lenders" shall mean financial institutions, banks, funds and trustees for bond holders or debenture holders, who have provided funds to the Concessionaire for financing any part of the Project.

"Material Adverse Effect" shall mean a material adverse effect on

- a) The ability of the CONCESSIONAIRE to exercise any of its rights to perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement; and/or
- b) The legality, validity, binding nature or enforceability of this Agreement.

"Material Breach" shall mean a breach by either Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure.

"SWM Rules" shall mean the Solid Wastes Management Rules, 2016 and includes any amendments thereto.

"Solid Waste Management" or "SWM" shall have the meaning ascribed to it in the SWM Rules 2016.

"Operations Period" shall mean the period commencing from COD and ending with the Expiry Date i.e. 5 years.

"Operations Specifications" shall mean the requirements as to operation and maintenance of the Project Facilities set forth in Schedule 3.

"Parties" shall mean the parties to this Agreement and "Party" shall mean either of them, as the context may admit or require.

"Person" shall mean (unless otherwise specified or required by the context), any individual, company, corporation, partnership, joint venture, trust, unincorporated organization, government or government body or any other legal entity.

"Preliminary Notice" shall mean the notice of intended Termination by the Party entitled to terminate this Agreement to the other Party setting out, inter alia, the underlying Event of Default.



 जल विभाग, दिल्ली

 जल विभाग, दिल्ली



"Phytocapping" shall mean the ecofriendly and engineered capping of existing legacy waste to convert into green scape.

"Processing" shall mean the process by which SWM is transformed into new or recycled products including processes like Bio-Remediation.

"Project" shall mean design, procure, construction, operation and maintenance of the Project Facilities in accordance with the provisions of this Agreement.

"Project Management Consultancy" shall mean team of expert appointed by selected by "AMC" in accordance with Article 4

"Project Facilities" shall mean the Site, together with the Waste Processing Facility and all other related facilities located thereon, and any other offsite facilities created for the Project.

"Punch List" shall have the meaning ascribed thereto in Article 5.7.2

"Readiness Certificate" shall mean the certificate issued by Project Management Consultant (PMC) certifying that the CONCESSIONAIRE has obtained all approvals necessary to install, commission, operate and maintain the project and the CONCESSIONAIRE furnishing a certificate that the Project Facilities have been completed according to the Applicable Laws.

"Residual Inert Matter" shall mean the material left as residue after Processing of SWM and segregation and removal of the organic matter, compost or organic manure there from, either wholly or in part, and includes pre-processing rejects, but excludes bio-medical or hazardous materials.

"Remediation" shall mean clearing reclaimed area of dumpsite in an environmentally friendly manner through any process technology.

"Validity" shall mean the 10% performance security to be released as per milestone of payment.

"Scheduled Project Completion Date" shall mean the completion of the Project Facilities which shall be within 12 (Twelve) months for Bioremediation & capping and 60 months for post closure from Effective Date.

"Security Deposit" shall mean the guarantee for performance of its obligations to be provided by the CONCESSIONAIRE in accordance with Article 5.1

"Substitution Agreement" means the agreement substantially, to be entered into between "AMC", Lenders and the Concessionaire

"Tax" shall mean and includes all taxes, fees, cess, levies that may be payable by the CONCESSIONAIRE under applicable Law.

2
 श्री श्री अमितभा
 नार निवार, अमरा



"Termination" shall mean early termination of this Agreement pursuant to termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.

"Termination Date" shall mean the date specified in the Termination Notice as the date on which Termination occurs.

"Termination Notice" shall mean the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement.

"Tests" shall mean the tests to be carried out by CONCESSIONAIRE in accordance with the Development Specifications or the Operations Specifications and provisions of Article 5.4.3.

"UPPCB" shall mean the Uttar Pradesh State Pollution Control Board.

"Waste Processing Facility" shall mean the facilities for Processing Solid Waste to be designed, engineered and constructed, within the area earmarked on the Site, by the Concessionaire.

1.2 Interpretation

In this Agreement, unless the context otherwise requires,

- a. Any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to, or is capable of being applied to any transactions entered into hereunder;
- b. References to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or bylaws which have the force of law;
- c. The words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);
- d. The headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- e. The words "include" and "including" are to be construed without limitation;
- f. Any reference to day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively;
- g. The Schedules to this Agreement form an integral part of this Agreement as though they were expressly set out in the body of this Agreement;



- h. Any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
- i. References to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of or to this Agreement;
- j. Any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party in this behalf and not otherwise;
- k. Any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days and dates;



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ARTICLE 3: PROJCT SITE

3.1 Delegation of Site

- 3.1.1 "AMC" shall, within one month from the Appointed Date, earmark and delegate to the Concessionaire on as-is-where-is basis, vacant and peaceful physical possession of the Site for the purpose of implementing the Project.
- 3.1.2 Upon the Site being handed over pursuant to the Article 3.1.1, the CONCESSIONAIRE shall, subject to the provisions of Article 5, have the right to enter upon, occupy and use the same and to make at its costs, charges and expenses such investigation, development and improvements in the Site as may be necessary or appropriate to implement the Project and provide the Project Facilities in accordance with the provisions of this Agreement.

3.2 Rights, Title and Use of the Site

- 3.2.1 The CONCESSIONAIRE shall have the right to the use of the Site in accordance with the provisions of this Agreement and for this purpose, it may regulate the entry into and use of the same by third parties (PMC).
- 3.2.2 The Project Facilities shall be and continue to be the property of Authority except site allocated by the "AMC" to the CONCESSIONAIRE for setting up project and project facilities. The CONCESSIONAIRE shall have only permission to install, commission, operate and maintain the facilities. CONCESSIONAIRE shall have no lease hold right or any other right on the portion of land allocated to him or given permission to enter upon and occupy. The ownership will always be rest with the "AMC". However, during O&M period the utilization of land can be used by Concessionaire or AMC after mutual understanding of both parties for any new intervention/technology/process.
- 3.2.3 The CONCESSIONAIRE shall not part with or create any Encumbrance on the whole or any part of the Site allocated, save and excepts set forth and permitted under this agreement.
- 3.2.4 The CONCESSIONAIRE shall not, without the prior written approval of "AMC", use the Project Facilities for any purpose other than for the purpose of the Project and purposes incidental or ancillary thereto.
- 3.2.5 The CONCESSIONAIRE shall allow access to and use of the Site for laying / installing / maintaining, electric lines or for such other public purposes as "AMC" may specify.
- a. Provided that, such access or use shall not result in a Material Adverse Effect and that "AMC" shall, in the event of any physical damage to the Project Facilities on account thereof, ensure that the Project Facilities are promptly restored at its cost and expenses.
- b. Provided further, that to the extent such access and use allowed by the CONCESSIONAIRE affects the performance of any of its obligations hereunder, the CONCESSIONAIRE shall not be deemed or construed to be in breach of its obligations nor shall it incur/suffer any liability on account thereof.



3.3 "AMC" hereby warrants that

- a. The Concessionaire shall, subject to complying with the terms and conditions of this Agreement, remain in peaceful possession and enjoyment of the whole Site during the Concession Period.
- b. In the event the CONCESSIONAIRE is obstructed by any Person claiming any right, title or interest in or over the Site or any part thereof or in the event of any enforcement action including any attachment, distraint, appointment of receiver or liquidator being initiated by any Person claiming to have any interest in/charge on the Site or any part thereof, "AMC" shall, if called upon by the CONCESSIONAIRE, defend such claims and proceedings and also keep the CONCESSIONAIRE indemnified against any consequential loss or damages which the CONCESSIONAIRE may suffer, on account of any such right, title, interest or charge.

3.4 Applicable Permits

The CONCESSIONAIRE shall obtain and maintain the Applicable Permits in such sequence as is consistent with the requirements of the Project. AMC will assist them as required. The AMC shall be responsible and CONCESSIONAIRE shall be responsible in compliance with the terms and conditions subject to which Applicable Permits have been issued.

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ARTICLE 4 - Project Management Consultant

4.1. The selected PMC of this project 'RCUES-Lucknow' will be monitor and responsible for technical and effective implementation as per approved drawing and reports in lieu with agreement made on dated 08 March 2018 vide agreement made through non judicial stamp no.- EE448420

4.2. Payments to Project Management Unit

The remuneration, cost and expenses of the Project Management Consultant (PMC) shall be paid by the Authority. The entire remuneration, cost and expenses shall be borne by the AMC and their payment will be made as per terms and conditions of signed contract agreement.

4.3. Termination of the Project Management Unit


- a. The Authority may terminate the PMU giving 30 days notice and serving a letter of show cause notice, as per the termination provisions of the agreement between Project Management Consultant (PMC) and the Authority.
- b. If the Concessionaire has reason to believe that the PMU is not discharging its duties and functions in a fair, efficient and diligent manner, it may send a notice to the Authority requesting for the issuing letter of show cause to the PMC. Upon receipt of such notice, the Contracting Authority shall hold a tripartite meeting with the Concessionaire and the PMU for an amicable settlement of the dispute and decide rest course of action in the best interest of the "AMC". In the event that the contract for the PMU is terminated, the Contracting Authority shall appoint another PMU in accordance with above Clause.

4.4. Authorized signatories

The Authority shall require the PMU to designate as per contract and notify to the Authority and the Concessionaire minimum up to 2 (two) persons employed in its firm to sign for and on behalf of the PMU, and any communication or document required to be signed by the PMU shall be valid and effective only if signed by any of the designated persons; provided that the PMU may, by notice in writing, substitute any of the designated persons by any of its employees.

4.5. Disagreement between Parties

If either Party disputes any advice, instruction, decision, direction or award of the PMU, or, as the case may be, the assertion or failure to assert jurisdiction, the Dispute shall be resolved in accordance with the Dispute Resolution Procedure.


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ARTICLE 5: CONCESSIONAIRE'S OBLIGATION

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the CONCESSIONAIRE shall have the following obligations:

5.1 Performance Security Deposit

The CONCESSIONAIRE shall, for due and punctual performance of its obligations hereunder relating to the Project, deliver to "AMC", simultaneously with the execution of this Agreement, security deposit by means of Demand Draft or Bank Guarantee or FDR in favour of Agra Municipal Corporation, drawn on a Nationalized Bank, payable at Agra for an amount equivalent to 10% (Ten percent) of the value of the project for 365 days and renewed on regular basis till the end of concession period. Provided that if the Agreement is terminated due to any event other than a CONCESSIONAIRE's Event of Default, the Security Deposit subsisting as of the Termination Date shall, subject to "AMC"'s right to receive amounts, if any, due from the CONCESSIONAIRE under this Agreement, be duly discharged and released to the CONCESSIONAIRE.

5.2 Financing Arrangement

- 5.2.1 The CONCESSIONAIRE shall at its cost; expenses and risk make such financing arrangements as would be necessary to implement the Project and to meet all of its obligations under this Agreement, in a timely manner.
- 5.2.2 The CONCESSIONAIRE shall, at its own costs endeavor to obtain the carbon credits for the Project by adopting the greenhouse gas mitigation measures conforming with the specifications suggested in Schedules 5 and shall also carry out all such activities including preparation of design report under clean development mechanism. The estimated minimum landfill gas is about 480000 Cum which can be used for CER and other such revenue generation mechanism and the generated revenue will be equally distributed between AMC and concessionaire.
- 5.2.3 The payment to the Concessionaire shall be made as follows:

Milestone	Payment as % of Contract Value
On Clearance of Project start Work after submission of Bank Guarantee/Letter of Credit/FDR	15%
On clearance of 5.00 Acre of land and slope analysis as per drawing and complete road and height 15 mts	15%
On clearance of 15 Acre of land and slope analysis and finish 60% complete bioremediation	20%
On clearance of 25 Acre of land or the remaining complete 100% bioremediation work	20%
On completion of capping	25%
1st year to 05 year of O&M period	AS Per your estimated O&M cost per year
Full and final payment after 1 year completed o&m period successfully	5%

5.2.4 The concessionaire must carry out contour survey on monthly basis and do weighing of excavated legacy waste prior to further activity on weighing bridge. The least of performance from both methodology will be considered for payment as per milestone.

5.3 CONCESSIONAIRE's Obligations during the Pre-Commencement of Construction Works

5.3.1 Prior to commencement of any Construction Works, the CONCESSIONAIRE shall finalize an implementation plan for the Project ("Implementation Plan") and submit it to "AMC". The Implementation Plan shall, inter alia, include:

- a) A detailed schedule of implementation for putting up and operationalizing the Project Facilities, which shall specify at least four major milestones;
- b) The Critical Path Method (CPM) / Programme Evaluation and Review Technique (PERT) charts or similar activity planning technique/ method for monitoring. This would cover all stages/ aspects of implementation of the Project Facilities including design and engineering, procurement of materials and equipment, installation construction and testing;
- c) Manpower deployment plan, including the designation of key personnel for the management and supervision of all Project-related activities. (This would include the designation of suitably qualified personnel for areas such as contract administration and supervision, construction management, safety, environmental management, plant and equipment maintenance, procurement, materials management and quality control);
- d) A broad method statement for key items (including earth works, concrete works, structural concrete work, and road works) setting out the methodology of construction, materials and construction equipment mobilization/ utilization plans;
- e) Details of the quality assurance and quality control procedures; and
- f) Format of the Monthly Project Progress Report giving details of the physical progress in implementation of the Project Facilities and operations and maintenance activities undertaken ("Monthly Project Progress Report").
- g) Comprehensive details to prevent Odor, Fire accident or control fire if any occurrence.
- h) Comprehensive details to prevent or control Fly menace, dog menace and contagious diseases etc.,
- i) Comprehensive details to treat Leachate.
- j) Comprehensive details to prevent or control dust particles during working.
- k) Comprehensive details to trap or De-Gasification methane gas before and during Bio-Remediation.
- l) Detailed study to be carried out by the CONCESSIONAIRE, pertaining to quantity of SWM dumped at site and also study characteristics of waste.
- m) Comprehensive details of the reclamation of land for making it usable for any kind of construction

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- n) Concessionaire must install one weighing bridge at project site which must be equipped with all updated IT related system and it will work on automation basis.

5.3.2 Prior to completion of any Construction works and apply for Readiness Certificate, the CONCESSIONAIRE shall submit to "AMC":

- a) An operations and maintenance plan for the Project Facilities during the Implementation Period (O&M Plan – Implementation Period) and which shall, inter alia, include an Environmental Management Plan,
- b) Quality Assurance Plan

5.3.3. Prior to commencement of construction of any of the Project Facilities, the CONCESSIONAIRE shall have:

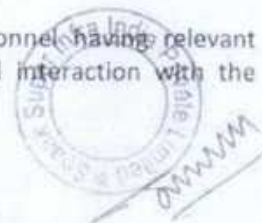
- a. Obtained all such Applicable Permits as are necessary to commence construction of such Project Facilities; AMC will assist concessionaire to obtain the same;
- b. Finalized such Drawings as are necessary and the Implementation Schedule;
- c. Mobilized the requisite resources, personnel and organization necessary for the same and designated and appointed suitable officers/representatives as it may deem appropriate with responsibility to supervise implementation of the Project and for exchange of information with the PMC and "AMC";

5.3.4 Concessionaire shall immediately upon commencement of Construction Works notify PMC and "AMC" of the same.

5.4 Obligations during Construction

5.4.1 The CONCESSIONAIRE shall

- a) Ensure that the construction/ rehabilitation of the Project Facilities are undertaken with minimal inconvenience to the traffic using the existing access road to the Site.
- b) The CONCESSIONAIRE shall prepare its own process drawings for the project, and shall be solely responsible for the adequacy of the Drawings in accordance with Development Specification and Applicable Laws.
- c) Take precautions to avoid inconvenience to, damage to, destruction of or disturbance to any third party rights and properties;
- d) Ensure adequate safety of the personnel deployed at the Project Site which would include measures such as the provision and maintenance of barricades, and illumination during night;
- e) Be in compliance with the Applicable Laws and Applicable Permits obtained for the Project including the clearances obtained by "AMC", if any;
- f) Adhere to the Implementation and O&M Plan;
- g) Deploy adequate number of qualified and competent personnel having relevant experience and skills for implementation of the Project and interaction with the Project Management Consultant (PMC)/ "AMC".



- h) Conduct medical check-up for the employees/workers working in the project site every month from commencing the project, during the project, till the end of the concession period and submit copy to "AMC" for records.
- i) Employees/Workers shall be provided with ESI & PF facilities.

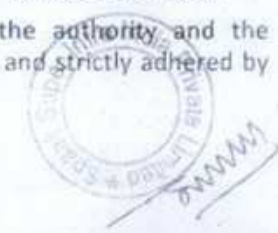
5.4.2 Positions and Levels the CONCESSIONAIRE shall be responsible for:

- i. The accurate setting-out survey control points, lines and levels of reference;
- ii. The correctness of the positions, levels, dimensions and alignment of all parts of the works;
- iii. The provision of all necessary instruments, appliances and labour in connection with the foregoing responsibilities;
- iv. If, at any time during execution of the works, any error is noticed in the position, levels, dimensions or alignment of any part of the Construction Works, the CONCESSIONAIRE, on being asked to do so by the "AMC", shall at his own cost, rectify such errors to the satisfaction of the "AMC".
- v. Ensuring all environmental compliance in accordance with the rules set forth under Environment Protection Act, 1986 and also specified under the Solid Waste Management Rules, 2016.
- vi. It is to be noted that in case of any penalty issued by GOI agency relevant to non compliance of prevalent rules relevant to the project by the Concessionaire, the said penalty is to be paid by the Concessionaire and mitigation activity is to be immediately executed by the Concessionaire, without any failure.

5.4.3 Tests

- a) Various tests ("Tests") would be undertaken for the Project as per the standards prescribed under SWM Rules and Bureau of Indian Standards. Where no testing methods are specified by the said standards, details of the Tests to be carried out and specifications to be achieved for the respective Project Facilities/Construction Works or part thereof shall be prepared and submitted to "AMC" prior to such Tests.
- b) Where material properties vary from or comply only marginally with the specifications contained in the Development Specifications, the frequency of Testing may be increased as felt appropriate by "AMC" at the cost of the CONCESSIONAIRE.
- c) The CONCESSIONAIRE shall mobilize such, labour, electricity, fuels, stores, apparatus and instruments as are normally required for examining, measuring and testing any materials or plant and shall supply samples of materials to undertake Tests.
- d) The Environmental Assessment shall be conducted by the authority and the suggested mitigation plans thereunder has to be followed and strictly adhered by the concessionaire.

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e) The entire test will be carried out with following IS, BIS and other national and international guidelines or methods. The concessionaire must follow IS : 1892 – 1979, IS: 9640-1980 & IS:2131-1981, IS: 2720 (Pt-IV) 1985, IS: 2720(Pt-II)-1973 IS: 2720(Pt-III)-1980, IS: 2720(Pt-v)-1985, IS: 2720 (Part-40 & 41) 1977, part-35 of IS: 2720 for geotech study while IS:2296 for surface water monitoring, IS10500:2012 for drinking water, NAAQM 2012 for air monitoring and other applicable parameters as per guidelines of SWM Rules, 2016.

- 5.4.4 The CONCESSIONAIRE shall mobilize adequate numbers of equipment, plants and machinery to ensure adherence to the implementation Plan. The CONCESSIONAIRE shall take prior permission to use of existing infrastructure and any other allied services related to execution of this project.
- 5.4.5 The CONCESSIONAIRE shall arrange for all the material requirements for the Project and disposal of all material wastes. The Applicable Permits in this regard would have to be obtained by the CONCESSIONAIRE. All operations shall be carried out by the CONCESSIONAIRE with minimum degradation of the environment. All excessive and unsuitable excavated materials shall be stacked at appropriate dumping places or otherwise disposed of by the CONCESSIONAIRE.
- 5.4.6 Prior to making the request for the issue of Readiness Certificate or Provisional Readiness Certificate, the CONCESSIONAIRE shall submit to the Project Engineer/"AMC" the following:
- The Operations and Maintenance Manual for the Project ("Operations Protocol") setting out in detail the standards, schedules, procedures, type, periodicity and other details of the operation and maintenance activities to be carried out for the Project during the Operations Period so as to meet the Operations Specifications as well as details of the management information system to be incorporated, reports to be submitted and procedure for reviews,
 - The completion certificate duly certified by the CONCESSIONAIRE mentioning the completion of the said Project Facilities have been completed according to the Applicable Laws including an undertaking that any defects/damages/failure etc., in the Project Facilities, if any, the entire responsibility lies with the CONCESSIONAIRE; and
 - The Operations & Maintenance Plan ("O&M Plan") for the first year of operations.

5.5 After Completion of Remediation

Upon completion of remediation but prior to issue of the Readiness Certificate, the Site shall be cleared of all construction equipment, surplus materials, debris and temporary installations and shall be left in tidy and clean manner.

5.6 Reporting Requirements and Documents to be provided

- 5.6.1 During the period of implementation of the Project ("Implementation Period"), the CONCESSIONAIRE shall submit to "AMC", Monthly Project Progress Reports (for each calendar month or part thereof) within 5 (five) working days of the last day of the

month. The report shall review the progress made, identify slippages, if any, and project the future activities to be undertaken (including rectifications), operations and maintenance activities undertaken and would, inter alia, include the following:

- i. Listing of working drawings/sketches submitted
- ii. Listing of the "As Built" drawings submitted
- iii. Progress of pre-construction activities - mobilization of plant and equipment, personnel, site office, utility relocation etc.
- iv. CONCESSIONAIRE's compliance inspection report, if any required
- v. Constraints in construction
- vi. Progress data with "S" curves
- vii. Project data with contract detail and sectional completion details
- viii. Tests carried out, if any, and results thereof
- ix. Remedial measures taken by the Concessionaire following such tests, where required
- x. Review of milestones and reasons for delay, if any
- xi. Suspension of construction, if any, its reasons, duration and the steps undertaken to resume construction
- xii. All actual or potential deviations from the Implementation Plan
- xiii. Disagreements/ Disputes, if any, and proposed measures to be taken
- xiv. Maintenance activities carried out by the Concessionaire
- xv. Injury to any personnel, its severity, cause and remedial measure(s) taken to avoid recurrence
- xvi. Brief report of any accident / incident within the Site, injury/fatality, property damage, cause of accident and actions taken to avoid recurrence
- xvii. Notes of meetings between the CONCESSIONAIRE and "AMC" highlighting critical decisions taken or agreements reached.

5.6.2 Within one month of issue of Readiness Certificate or the Provisional Readiness Certificate, as the case may be, the CONCESSIONAIRE shall submit to "AMC" the following documents, free of cost:

- a) Three hardcopies and two copies in electronic form (two Compact Discs) of the "as-built" Drawings of the Construction Works which have been completed as on COD, including, but without limitation, an "as built" survey illustrating the layout of the Project and setback lines, if any, of the buildings and structures forming part of Project Facilities reflecting the Project as actually designed, engineered and constructed. Such "as-built" Drawings shall be detailed, accurately scaled and sequentially numbered, covering all relevant engineering features, which in relation to structures shall also include cross sections in each drawing;
- b) copies of all geo-technical, meteorological reports, if any;
- c) Three hardcopies and two copies in electronic form (two Compact Discs) of the Operations and Maintenance Manual.

5.7. Insurance

The CONCESSIONAIRE shall at its cost and expense, purchase and maintain by due re-



instatement or otherwise, during the Concession Period all insurances in respect of the Project Facilities in accordance with the Good Industry Practice. The CONCESSIONAIRE shall maintain a register of entry in order of premiums paid towards the Project Facilities and proof of payments made shall be submitted to "AMC" whenever requested for.

5.8. Application of Insurance Proceeds

Subject to the provisions of the Financing Documents and unless otherwise provided herein, the proceeds of all insurance policies received shall be promptly applied by the CONCESSIONAIRE towards repair, renovation, restoration or re-instatement of the Project Facilities or any part thereof which may have been damaged or destroyed. The Concessionaire may designate the Lenders as the loss payees under the insurance policies or assign the insurance policies in their favour as security for the financial assistance provided by them to the Project. The CONCESSIONAIRE shall carry out such repair, renovation, restoration or re-instatement to the extent possible in such manner that the Project Facilities after such repair, renovation, restoration or re-instatement be as far as possible in the same condition as it were prior to such damage or destruction, normal wear and tear excepted.

5.9 Environmental Compliance

The CONCESSIONAIRE shall, at all times, ensure that all aspects of the Project Facilities and processes employed in the construction, operation and maintenance thereof shall conform with the laws pertaining to environment, health and safety aspects including rules such as SWM Rules, EIA notifications, policies and guidelines related thereto. The CONCESSIONAIRE shall obtain and maintain from time to time all necessary clearances from the UPPCB or any other similarly empowered Government Agency and for this purpose shall carry out the necessary environmental impact assessment studies and implement appropriate environment management plans in respect of the Project Facilities.

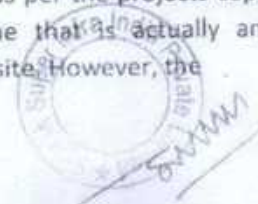
5.10 Land Use

The CONCESSIONAIRE shall ensure optimum utilization of the Site only for the Project Facilities and shall not use the same for any purpose unconnected or which is not incidental to the Project or related activities.

5.11 Operation Stoppage

The CONCESSIONAIRE shall stop all operations of project and refrain from using project facilities provided, installed, created, erected by the CONCESSIONAIRE the moment, the contract was terminated by either party to this agreement or on the expiry of the concession period or on the completion of the excavation of the project site earmarked to the concessionaire and disposal of the excavated materials as per the projects cope. However, the CONCESSIONAIRE is allowed to take such time that is actually and technically required to shut-down the operations in the project site. However, the

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CONCESSIONAIRE is allowed to take out the excavated, segregated materials within 30 days of shutting down of the operation (Thirty days). The CONCESSIONAIRE shall also complete the landfilling operations as per the specification within the said period of 30days (THIRTY DAYS).

5.12 Penalty

In the event the CONCESSIONAIRE fails to achieve the targets as mentioned in work plan given by the Concessionaire (from the date of Agreement Signed) or such extended period as the Parties may mutually agree, the CONCESSIONAIRE shall pay liquidated damages at the rate of INR 1500/- (Rupees Fifteen Hundred only) per day for each day of delay subject to a maximum of 10 % of total contract amount. Beyond this limit, the "AMC" shall have the right to terminate the Contract and forfeit the Security Deposit furnished by the CONCESSIONAIRE.

5.13 General Obligations

The CONCESSIONAIRE shall at its own cost and expense:

- a) Investigate, study, design, construct/ renovate, operate and maintain the Project Facilities in accordance with the provisions hereof;
- b) Obtain all Applicable Permits as required by or under the Applicable Law and be in compliance thereof at all times during the Concession Period;
- c) Comply with Applicable Law governing the operations of Project and project facilities and engineered sanitary landfills at all times during the Concession Period;
- d) Ensure and procure that any contract relating to the Project, entered into by the Concessionaire for implementing the Project in accordance with this Agreement contains provisions that would entitle Lenders or a nominee of "AMC" to step into such contract/s at "AMC"'s discretion, in place and substitution of the CONCESSIONAIRE, pursuant to the provisions of this Agreement.
- e) Endeavour to sell or otherwise dispose off, without Land filling, all recyclables in a manner which is not detrimental to the environment;
- f) Endeavour to improve the ancillary conditions and infrastructure related to the Project including assistance to informal recycling workers.
- g) procure and maintain in full force and effect, as necessary, appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used in or incorporated into the Project;
- h) make take efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this Agreement and shall be solely responsible for compliance with all labour laws and solely liable for all possible claims and employment related liabilities of its staff employed in relation with the Project and hereby indemnifies "AMC" against any claims, damages, expenses or losses in this regard and that in no case and shall for no purpose shall "AMC" be treated as employer in this regard;

- i) make its own arrangements for construction materials and observe and fulfill the environmental and other requirements under the Applicable Law and Applicable Permits;
- jj). Be responsible for all the health, security, environment and safety aspects of the Project at all times during the Concession Period.
- k) ensure that the Project Facilities remain free from all encroachments and take all steps necessary to remove encroachments, if any;
- l) Upon receipt of a request thereof, afford access to the Project Facilities to the authorized representatives of "AMC" for the purpose of ascertaining compliance with the terms, covenants and conditions of this Agreement.
- m) Pay all Taxes, duties and outgoings, including utility charges relating to the Project Facilities.

5.14 Sale of Recyclables

The recycled/recyclable materials purchased by the purchasers from the door step of the project site, shall include the materials taken out by the CONCESSIONAIRE the procedures laid in this agreement for weightment and maintenance of records for the materials taken out by the CONCESSIONAIRE shall be followed. Sale of recyclables is the responsibility of Concessionaire and revenue generated from the same will be on concessionaire account.

Further, the "AMC" is not responsible for the quality or merits or demerits of the products sold by the CONCESSIONAIRE or any adverse effect caused to any purchaser, purchased any material from the CONCESSIONAIRE.

"AMC" on other hand would ensure that any of the civil construction that is carried under their jurisdiction, authority shall prefer to use the bye-products as produced by the Concessionaire on the price mutually agreed to either parties.

5.15 No Breach of Obligations.

The CONCESSIONAIRE shall not be considered to be in breach of its obligations under this Agreement nor shall it incur or suffer any liability 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:

- a. On the occurrence of Force Majeure Event
- b. "AMC" Event of Default;
- c. Compliance with the instructions of "AMC" or the directions of any Government Agency other than instructions issued as a consequence of a breach by the Concessionaire of any of its obligations hereunder;
- d. Bioremediation of the Project Facilities or part thereof with the approval of the "AMC".

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ARTICLE 6: "AMC"'s Obligations

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, "AMC" shall have the following obligations:

- a) "AMC" shall allow access and entry of CONCESSIONAIRE, its employees, agents, purchasers, recyclers, to the project site till the end of CONCESSION period and to take all the project assets after the operation of the Project and project facilities.
- b) "AMC" shall grant in a timely manner all such approvals, permissions and authorizations which the Concessionaire may require or is obliged to seek from "AMC" under this Agreement, in connection with implementation of the Project and the performance of its obligations. Provided where authorization for availability of utilities such as power, water, sewerage, telecommunications or any other incidental services/utilities is required, the same shall be provided by "AMC" in the form as set out in Schedule 7
- c) Within 15 (fifteen) days from receipt of request from the Concessionaire to make available such authorization.
- d) "AMC" shall pay the bills within 30 days from the submission of the bills.

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ARTICLE 8: FORCE MAJEURE AND CHANGE IN LAW

8.1. Force Majeure Event

Any of the following events which is beyond the control of the Party claiming to be affected thereby ("Affected Party") and which the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence, and results in Material Adverse Effect shall constitute Force Majeure Event:

- a) Earthquake, flood, inundation and landslide
- b) Storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances
- c) Fire caused by reasons not attributable to the CONCESSIONAIRE or any of the employees, Contractors or agents appointed by the CONCESSIONAIRE for purposes of the Project;
- d) Acts of terrorism;
- e) Strikes, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the CONCESSIONAIRE or the Contractors of the CONCESSIONAIRE
- f) Action of a Government Agency having Material Adverse Effect including but not limited to
 - i. Acts of expropriation, compulsory acquisition or takeover by any Government Agency of the Project/Project Facilities or any part thereof or of the CONCESSIONAIRE'S or the Contractors of CONCESSIONAIRE'S rights in relation to the Project,
 - ii. Any judgment or order of a court of competent jurisdiction or statutory authority in India made against the CONCESSIONAIRE or the Contractor of the CONCESSIONAIRE in any proceedings which is non-collusive and duly prosecuted by the CONCESSIONAIRE, and
 - iii. Any unlawful, unauthorized or refusal to issue or to renew or the revocation of any Applicable Permits without jurisdiction, in each case, for reasons other than CONCESSIONAIRE'S or the Contractors of the CONCESSIONAIRE breach or failure in complying with the Project Specifications, Applicable Laws, Applicable Permits, any judgment or order of a Governmental Agency or of any contract by which the CONCESSIONAIRE or the Contractor as the case may be is bound.
- g) Early determination of this Agreement by "AMC" for reasons of national emergency or national security.
- h) Any failure or delay of a Contractor caused by any of the Clauses (f) and (g) hereinabove, for which no offsetting compensation is payable to the CONCESSIONAIRE by or on behalf of the Contractor.
 - i) War, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon, conflict or military actions, civil war, ionizing radiation,

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contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions, any failure or delay of a Contractor caused by the events mentioned in this sub clause for which no offsetting compensation is payable to the CONCESSIONAIRE by or on behalf of the Contractor.

8.2. Notice of Force Majeure Event

8.2.1. As soon as practicable and in any case within 7 (seven) days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the other Party of the same setting out, inter alia, the following in reasonable detail:

- a. The nature and extent of the Force Majeure Event;
- b. The estimated Force Majeure Period;
- c. The nature of and the extent to which, performance of any of its obligations under this
- d. Agreement is affected by the Force Majeure Event;
- e. The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and
- f. Any other relevant information concerning the Force Majeure Event, and /or the rights and obligations of the Parties under this Agreement.

8.2.2 As soon as practicable and in any case within 5 (five) days of notification by the Affected Party in accordance with the preceding Article.

8.2.3 The Parties shall, meet; hold discussions in good faith and where necessary conduct physical inspection/survey of the Project Facilities in order to:

1. Assess the impact of the underlying Force Majeure Event,
2. To determine the likely duration of Force Majeure Period and,
3. To formulate damage mitigation measures and steps to be undertaken by the Parties for resumption of their obligations, the performance of which shall have been affected by the underlying Force Majeure Event.

8.2.4 The Affected Party shall during the Force Majeure Period provide to the other Party regular (not less than weekly) reports concerning the matters set out in the preceding Article 8.2.2 as also any information, details or document, which the other Party may reasonably require.

8.3 Performance Obligations

If the Affected Party is rendered wholly or partially unable to perform any of its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is unable to be performed, the same on account of such Force Majeure Event provided that:

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- a. Due notice of the Force Majeure Event has been given as required in Article 8.2;
- b. The excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;
- c. The Affected Party has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the Project Facilities as a result of the Force Majeure Event and to restore the Project Facilities, in accordance with the Good Industry Practice and its relative obligations under this Agreement;
- d. When the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder, the non-issue of such notice being no excuse for any delay for resuming such performance;
- e. The Affected Party shall continue to perform such of its obligations which are not affected by the Force Majeure Event and which are capable of being performed in accordance with this Agreement; and
- f. Any insurance proceeds received shall be, subject to the provisions of Financing Documents, entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event, or in accordance with Good Industry Practice.

8.4 Termination due to Force Majeure Event

8.4.1 Termination

If a Force Majeure Event, excluding events described under Articles 8.1(f), 8.1(g) and 8.1(h), continues or is in the reasonable judgment of the Parties likely to continue beyond a period of 4 (four) months, the Parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the Affected Party shall after the expiry of the said period of 4 (four) months, be entitled to terminate this Agreement. Notwithstanding anything inconsistent contained in this Agreement, if a Force Majeure Event is an event described under Articles 8.1(f), or 8.1(h), and the same subsists for a period exceeding 1 (one) year, then either Party shall be entitled to terminate this Agreement. Provided that "AMC" may at its sole discretion have the option to terminate this Agreement any time after the occurrence of any event described under Articles 8.1(f) or 8.1(h).

8.4.2 Termination Notice

- a. If either Party, having become entitled to do so, decides to terminate this Agreement pursuant to
- b. Article 8.4.1, it shall issue Termination Notice setting out;
- c. In sufficient detail the underlying Force Majeure Event;
- d. The termination Date which shall be a date occurring not earlier than 2 (two) months from the date of Termination Notice;
- e. The estimated termination payment including the details of computation thereof and;



- f. Any other relevant information.

8.4.3 Obligations of the Parties

Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that;

The CONCESSIONAIRE shall

- a) Hand back vacant possession duly completing the construction of sanitary landfill as per the specification in the portion of land earmarked for the excavation of the compacted waste, as well in the sanitary landfill site, including post bioremediation and vegetation on the post closed layer as per the SWM Rules.
- b) Pay the cost of bioremediation of sanitary landfill as well as the cost of laying impermeable base line on the excavated portion of land at the rates estimated by the "AMC", based on the Departmental Schedule of rates and obtaining technical sanction there for.
- c) Take out all the materials, plan and machineries, equipment's, tools, excavated materials, segregated or unsegregated, processed or unprocessed, saleable or un-saleable products, etc. within one month from the date of termination. Provided that the "AMC" shall not be responsible for the protection or safety of the material of the "AMC" and the "AMC" may enter, occupy the possession of the project site ejecting the CONCESSIONAIRE. Notwithstanding anything contained in this Article, the "AMC" shall have lien all or any project asset, or material of the CONCESSIONAIRE after termination or conclusion of the contract.

8.5 Liability for other losses, damages etc.

Save and except as expressly provided in this Article 8, neither Party here to shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event.

8.6 Change in Law

8.6.1 Change in Law shall mean the occurrence or coming into force of any of the following, after the Appointed Date:

- a. The enactment of any new Indian law including laws related to environment;
 - b. The repeal, modification or re-enactment of any existing Indian law
 - c. A change in the interpretation or application of any Indian law by a court of record
- Provided that Change in Law shall not include:

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- i. Coming into effect, after the Appointed Date, of any provision or statute which is already in place as of the Appointed Date,
- ii. Any new law or any change in the existing law under the active consideration of or in the
- iii. contemplation of any government as of the Appointed Date which is a matter of public knowledge,
- iv. Any change in the rates of the Taxes.

8.6.2 Subject to Change in Law resulting in Material Adverse Effect and subject to the CONCESSIONAIRE taking necessary measures to mitigate the impact or likely impact of Change in Law on the Project, if as a direct consequence of a Change in Law, the CONCESSIONAIRE is obliged to incur Additional Costs, and "AMC" shall not be liable to pay any compensation to the CONCESSIONAIRE.

8.6.3 Upon occurrence of a Change in Law, the Concessionaire may, notify "AMC" of the following:

- a. The nature and the impact of Change in Law on the Project
- b. In sufficient detail, the estimate of the Additional Cost likely to be incurred by the
- c. Concessionaire on account of Change in Law
- d. The measures, which the Concessionaire has taken or proposes to take to mitigate the impact of Change in Law, including in particular, minimizing the Additional Cost

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ARTICLE 9: EVENTS OF DEFAULT AND TERMINATION

9.1 Events of Default

Event of Default shall mean either Concessionaire Event of Default or "AMC" Event of Default or both as the context may admit or require.

9.1.1 Concessionaire Event of Default : Any of the following events shall constitute an Event of Default by the Concessionaire ("Concessionaire Event of Default") unless such event has occurred as a result of one or more reasons set out in Article 5.13:

- a) The CONCESSIONAIRE has failed to adhere to the Development Specifications, Operation and Maintenance Specifications and such failure, in the reasonable estimation of the "AMC", is likely to delay achievement of COD beyond 3 (three) months of the Scheduled Project Completion Date;
- b) The Concessionaire has failed to achieve COD within 3 (three) months of the Scheduled Project Completion Date for any reason whatsoever;
- c) At any time during the Concession Period, the Concessionaire fails to adhere to the Development Specifications or Operations Specifications and has failed to remedy the same within 2 (two) months;
- d) The Concessionaire has failed to make any payment due to the "AMC" within a period of three months from the date on which it becomes undue;
- e) Obligations under this Agreement and the same has not been remedied for more than 2 (two) months;
- f) Any representation made or warranty given by the Concessionaire under this Agreement is found to be false or misleading;
- g) A resolution for voluntary winding up has been passed by the shareholders of the Concessionaire;
- h) Any petition for winding up of the Concessionaire has been admitted and liquidator or provisional liquidator has been appointed or the Concessionaire has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of "AMC", provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Concessionaire under this Agreement.
- i) A default has occurred under any of the Financing Documents and any of the Lenders has recalled its financial assistance and demanded payment of the amounts outstanding under the Financing Documents or any of them as applicable;
- j) The Concessionaire has abandoned the Project Facilities; or fail perform any of their obligations under this agreement.

3



- l) The Concessionaire has unlawfully repudiated this Agreement or has otherwise expressed an intention not to be bound by this Agreement;
- m) The Concessionaire has suffered an attachment levied on any of its assets which has caused or is likely to cause a Material Adverse Effect on the Project and such attachment has continued for a period exceeding 3(three) months.

9.1.2 "AMC"'s Event of Default

Any of the following events shall constitute an event of default by "AMC" ("AMC" Event of Default"), when not caused by a Concessionaire Event of Default or Force Majeure Event:

- a) If the "AMC" fail to allocate the site
- b) Fail to issue "No Objection Certificates" to enable the Concessionaire to obtain all permits, authorizations required for the project.
- c) If "AMC" fail to pay the bill with in 120 days
- d) Fail to perform any of its obligation under this agreement.
 - o "AMC" on its own violation has repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement;
 - o Any representation made or warranties given by the "AMC" under this Agreement has been found to be false or misleading.

9.2 Termination due to event of default

9.2.1 Termination for Concessionaire Event of Default

- a. Without prejudice to any other right or remedy which "AMC" may have in respect thereof under this Agreement, upon the occurrence of a Concessionaire Event of Default, "AMC" shall, subject to the provisions of the Substitution Agreement, be entitled to terminate this Agreement in the manner as set out under Article 9.3.1. Provided however that upon the occurrence of a Concessionaire Event of Default as specified under Article 9.1.1, "AMC" may terminate this Agreement by issue of Termination Notice in the manner set out under Article 9.2.3.
- b. If "AMC" decides to terminate this Agreement pursuant to preceding Clause (a), it shall in the first instance issue Preliminary Notice to the Concessionaire. Within one month of receipt of the Preliminary Notice, The Concessionaire shall submit to "AMC" in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the " Concessionaire's Proposal to Rectify"). In case of non-submission of the Concessionaire's Proposal to Rectify within the said period of one month, "AMC" shall be entitled to terminate this Agreement by issuing Termination Notice, and to appropriate the Security Deposit, if subsisting
- c. If the Concessionaire's Proposal to Rectify is submitted within the period stipulated there for, the Concessionaire shall have further period of one month to remedy/ cure the underlying Event of Default. If, however the Concessionaire fails to remedy/cure the underlying Event of Default within such further period allowed, "AMC" shall be entitled to terminate this Agreement, by issue of Termination Notice and to appropriate the Security Deposit, if subsisting.

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9.2.2 Termination for "AMC" Event of Default

- a) Without prejudice to any other right or remedy which the Concessionaire may have in respect thereof under this Agreement, upon the occurrence of "AMC" Event of Default, the Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice.
- b) If the Concessionaire decides to terminate this Agreement pursuant to preceding Clause (a) it shall in the first instance issue Preliminary Notice to "AMC". Within 1 (one) month of receipt of Preliminary Notice, "AMC" shall forward to the Concessionaire its proposal, to remedy/ cure the underlying Event of Default (the "AMC" Proposal to Rectify"). In case of non- submission of "AMC" Proposal to rectify within the period stipulated therefore, Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice.
- c) If "AMC" Proposal to Rectify is forwarded to the Concessionaire within the period stipulated therefore, "AMC" shall have further period of 2 (two) months to remedy/ cure the underlying Event of Default. If, however "AMC" fails to remedy/ cure the underlying Event of Default within such further period allowed, the Concessionaire shall be entitled to terminate this Agreement by issuing Termination Notice.

9.2.3 Termination Notice

If a Party having become entitled to do so decides to terminate this Agreement pursuant to the preceding Article 9.2.1 or Article 9.2.2, it shall issue Termination Notice setting out:

- a. Sufficient details the underlying Event of Default;
- b. The Termination Date which shall be a date occurring not earlier than 2 (two) months from the date of Termination Notice;

9.2.4 Obligation of Parties

Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that;

- a. Until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continued operation of the Project Facilities;
- b. The Project site are handed back to "AMC" by the Concessionaire on the Termination Date free from any Encumbrance along with any payment that may be due by the CONCESSIONAIRE to "AMC" with the Bioremediation or bioremediation cost estimated by "AMC" for the Sanitary Landfill as well as impermeable cost estimated by "AMC", to the "AMC" shall be paid by the CONCESSIONAIRE.
- c. CONCESSIONAIRE is allowed to take out all project assets within one month from the actual date of bioremediation of operation of the project subject to the lien of the "AMC" on the project assets for any amount due to "AMC".



9.2.5 Withdrawal of Termination Notice

Notwithstanding anything inconsistent contained in this Agreement, if the Party who has been served with the Termination Notice cures the underlying Event of Default to the satisfaction of the other Party at any time before the Termination occurs, the Termination Notice shall be withdrawn by the Party which had issued the same. Provided that the Party in breach shall compensate the other Party for any direct costs/consequences occasioned by the Event of Default which caused the issue of Termination Notice.

9.2.6 Termination Payments

Upon Termination of this Agreement on account of "AMC" Event of Default, the Concessionaire shall be entitled to withdraw the Security Deposit, if subsisting as on Termination Date.

Upon Termination of this Agreement on account of Concessionaire Event of Default, Concessionaire shall not be entitled to receive from "AMC" the Security Deposit paid by them.

9.3 Rights of "AMC" on Termination

9.3.1 Upon Termination of this Agreement for any reason whatsoever, "AMC" shall have the power and authority to:

- a. Enter upon and take possession and control of the Project site, after granting thirty days time to the CONCESSIONAIRE to take out all the materials and project assets
- b. Prohibit the CONCESSIONAIRE and any person claiming through or under the Concessionaire from operating the project of excavation of the already dumped waste or dealing with the Project Facilities;

9.3.2 Notwithstanding anything contained in this Agreement, "AMC" shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the CONCESSIONAIRE in connection with the Project, and the hand back of the Project site by the CONCESSIONAIRE to "AMC" shall be free from any such obligation.

9.4 Accrued Rights of Parties

Notwithstanding anything to the contrary contained in this Agreement, Termination pursuant to any of the provisions of this Agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover money damages and other rights and remedies which it may have in law or contract. The rights and obligations of either Party under this Agreement including without limitation to any payment due to either party shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

ARTICLE 10: HANDBACK OF PROJECT FACILITIES

10.1. Ownership

Ownership of Project Facilities Without prejudice and subject to the Concession, the ownership of the Project Facilities, including all improvements made therein by the CONCESSIONAIRE, shall at all times remain that of CONCESSIONAIRE. However, the CONCESSIONAIRE shall hand back the vacant possession of Land.

10.1.1 Title to the excavated waste materials

CONCESSIONAIRE shall have good title to all the waste, material excavated by them on the land earmarked to them and on any land allocated to them for any facility. The facility will subsist even on termination of concession or conclusion of concession, subject to the lien of the "AMC" for any payment due to by the CONCESSIONAIRE to the "AMC".

The risk of the in all materials excavated by them will also be with the CONCESSIONAIRE. However, if any material is found in the excavated materials, having archeological, historical, monumental value, the CONCESSIONAIRE shall have not title.

10.2. CONCESSIONAIRE's Obligations

The Concessionaire hereby acknowledges "AMC"'s rights specified in Article 9 enforceable against it upon Termination and its corresponding obligations arising there from. The Concessionaire undertakes to comply with and discharge promptly all such obligations.

- a) If Termination is on account of a Non-Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount equal to 90% (ninety per cent) of the Debt Due less Insurance Cover.
- b) If Termination is on account of an Indirect Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount equal to:
 - i. Debt Due less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due; and
 - ii. 110% (one hundred and ten per cent) of the Adjusted Equity.
- c) If Termination is on account of a Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount as if it were an Authority Event of Default. Upon Termination on account of a Concessionaire Event of Default during the ISWM Operations Period, the Authority shall pay to the Concessionaire, by way of Termination Payment, an amount equal to 50% (fifty per cent) of the Debt Due less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 50% (fifty) of such unpaid claims shall be included in the computation of Debt Due. For the avoidance of doubt, the Concessionaire hereby acknowledges that no Termination Payment shall be due or payable on account of a Concessionaire Default occurring prior to COD ISWM Facility

- d) Upon Termination on account of an Authority Event of Default, the Authority shall pay to the Concessionaire, by way of Termination Payment, an amount equal to:
- i. Debt Due less insurance cover; and
 - ii. 100% (one hundred per cent) of the Adjusted Equity.

10.3 "AMC"'s Obligations

"AMC" shall,

- a) Provide accesses to the CONCESSIONAIRE to the Project Site, Provide with the CONCESSIONAIRE to enable them to obtain all clearances, permits, authorizations No objection Certificates, Power and Water Supply and Sewerage connection etc.,
- b) Allow the CONCESSIONAIRE to discharge their obligations under this agreement.
- c) Allow the CONCESSIONAIRE to take out all sieved, segregated, recycled, recyclable, recovered, reusable, re-used materials, excavated from the portion of land earmarked to them as well from the portion of land allocated to them for the construction of sanitary landfill for the disposal of rejects and residues, and for creation of project facilities.
- d) Take out all the project assets on termination or expiry of concession. However, the "AMC" shall have lien on the project assets for any amount payable by the CONCESSIONAIRE to "AMC".


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ARTICLE 11: DISPUTE RESOLUTION

11.1. Amicable Resolution

- a. Save where expressly stated to the contrary in this agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in **Clause (b)** below.
- b. Either Party may require such Dispute to be referred to the Commissioner Nagar Palik Ngam Agra and the Chief Executive Officer of Concessionaire for the time being, for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15 (fifteen) days of such meeting between the two, either party may refer the Dispute to arbitration in accordance with the provisions of **Clause 11.2** below.

11.2. Arbitration

a. Procedure

Subject to the provisions of **Clause 11.1**, any Dispute which is not resolved amicably shall be finally settled by binding arbitration under the "Rules of arbitration of International center for alternative dispute resolution, New

Delhi (The Rules)". The arbitration shall be by a panel of three arbitrators, chaired by commissioner, Urban Administration and Development Uttar Pradesh, and one to be appointed by each Party. The Party requiring arbitration shall appoint an arbitrator in writing, inform the other Party about such appointment and call upon the other party to appoint its arbitrator. If within 30 days of receipt of such intimation, the other Party fails to appoint its arbitrator, the Party seeking appointment of arbitrator may take further steps in accordance with Arbitration Act.

b. Place of Arbitration

The request for arbitration shall ordinarily be Agra but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

c. Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be either in English or Hindi and, if oral hearings take place, English or Hindi shall be the language to be used in the hearings.



d. **Enforcement of Award**

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration Act subject to the rights of the aggrieved Parties to secure relief from any higher forum.

11.3. Performance During Dispute

Pending the submission of and/or decision on a Dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

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ARTICLE 12: REPRESENTATIONS AND WARRANTIES

12.1 Representations and Warranties of the Concessionaire

The CONCESSIONAIRE represents and warrants to "AMC" that:

- a. It is duly organized, validly existing and in good standing under the laws of India;
- b. It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- c. It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- d. It has the financial standing and capacity to undertake the Project;
- e. This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- f. 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 the CONCESSIONAIRE's Memorandum and Articles of Association or any Applicable Laws or bye laws of the CONCESSIONAIRE 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;
- g. There are no actions, suits, proceedings or investigation pending or to the CONCESSIONAIRE's knowledge threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute CONCESSIONAIRE's Event of Default or which individually or in the aggregate may result in Material Adverse Effect;
- h. It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in Material Adverse Effect;
- i. It has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;



- j. Subject to receipt by the CONCESSIONAIRE from "AMC" of any amount due under any of the provisions of this Agreement, in the manner and to the extent provided under the applicable provisions of this Agreement all rights and interests of the CONCESSIONAIRE in and to the Project Facilities shall pass to and vest in "AMC" on the Termination Date free and clear of all Encumbrances without any further act or deed on the part of the CONCESSIONAIRE or "AMC";
- k. No representation or warranty by the CONCESSIONAIRE contained herein or in any other document furnished by it to "AMC" or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- l. No bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the CONCESSIONAIRE to any person to procure the Concession.
- m. Without prejudice to any express provision contained in this Agreement, the CONCESSIONAIRE acknowledges that prior to the execution of this Agreement, the CONCESSIONAIRE has after a complete and careful examination made an independent evaluation of the Project Facilities, and the information provided by "AMC", and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the CONCESSIONAIRE in the course of performance of its obligations hereunder.
- n. The CONCESSIONAIRE also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that "AMC" shall not be liable for the same in any manner whatsoever to the CONCESSIONAIRE.

12.2 Representations and Warranties of "AMC"

"AMC" represents and warrants to the CONCESSIONAIRE that:

- a) "AMC" has full power and authority to grant the Concession;
- b) "AMC" has taken all necessary action to authorize the execution, delivery and performance of this Agreement;
- c) This Agreement constitutes "AMC"'s legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- d) There are no suits or other legal proceedings pending or threatened against the CONCESSIONAIRE
- e) in respect of the Project Facilities or the Project.

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12.3 Obligation to Notify Change

In the event that any of the representations or warranties made/given by a Party ceases to be true or stands changed, the Party who had made such representation or given such warranty shall promptly notify the other of the same.

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ARTICLE 13: MISCELLANEOUS

13.1 Assignment and Charges

13.1.1 The CONCESSIONAIRE shall not assign in favour of any person, this Agreement or the rights, benefits and obligations hereunder save and except with prior consent of "AMC".

13.1.2 The CONCESSIONAIRE shall not create nor permit to subsist any Encumbrance over the Project Facilities except with prior consent in writing of "AMC", which consent "AMC" shall be entitled to decline without assigning any reason whatsoever. Even in the cases of subjecting the project facilities of the CONCESSIONAIRE, the "AMC" shall have first charge or lien over the project assets of project facilities for any payment due to the "AMC" from the CONCESSIONAIRE

13.1.3 Restraint set forth in Articles 13.1.1 and 13.1.2 above shall not apply to:

- a. Liens/encumbrances arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the CONCESSIONAIRE;
- b. Pledges/hypothecation of goods/ moveable assets, revenue and receivables as security for indebtedness, in favour of the Lenders and working capital providers for the Project;
- c. Assignment of Concessionaire's rights and benefits under this Agreement to or in favour of the Lenders as security for financial assistance provided by them.

13.2 Interest and Right of Set Off

Any sum which becomes payable under any of the provisions of this Agreement by one Party to the other Party shall, if the same be not paid within the time allowed for payment thereof, shall be deemed to be a debt owed by the Party responsible for payment thereof to the Party entitled to receive the same. Such sum shall until payment thereof carry interest at prevailing prime lending rate of State Bank of India from the due date for payment thereof until the same is paid to or otherwise realized by the Party entitled to the same. Without prejudice to any other right or remedy that maybe available under this Agreement or otherwise under law, the Party entitled to receive such amount shall also have the right of setoff. Provided the stipulation regarding interest for delayed payments contained in this Article shall neither be deemed nor construed to authorize any delay in payment of any amount due by a Party nor be deemed or construed to be a waiver of the underlying breach of payment obligations.

13.3 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India. The Courts at AGRA shall have jurisdiction over all matters arising out of or relating to this Agreement.

13.4 Assignment in favour of CONCESSIONAIRE's Associate

अधिकारी का पता
नगर निगम अग्रा



Notwithstanding anything set forth in Article 13.1, the CONCESSIONAIRE may assign this Agreement, in whole or in part, to one or more Associates of the CONCESSIONAIRE, with prior written consent of "AMC", which consent shall not be unreasonably withheld.

13.5 Intellectual Property Rights

13.5.1 Each Party shall take or cause to be taken all steps necessary for preservation and protection of Intellectual Property rights in all documents, drawings, plans, reports or other technical data or information received from the other Party. Such materials received from the other Party shall remain the property of that Party and the Party that has received such materials shall not take or omit to take any action, which may adversely affect the rights or interest of the other Party in such materials.

13.5.2 "AMC" has no right or claim on the Intellectual Property owned or licensed by the CONCESSIONAIRE used for the Project. "AMC" further acknowledges and agrees that it shall not acquire any interest, right or entitlement in, or to, the Technology and has no right or claim on the Intellectual Property owned or licensed by the CONCESSIONAIRE used including the technology used for the Project.

13.6 Waiver

13.6.1 Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

- a) Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
- b) Shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
- c) Shall not affect the validity or enforceability of this Agreement in any manner.

13.6.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

13.7 Survival

Termination of this Agreement

- a. Shall not relieve the Concessionaire or "AMC" of any obligations already incurred hereunder which expressly or by implication survives Termination hereof, and
- b. Except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

[Handwritten signature]



13.8 Amendments

This Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

13.9 Notices

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to "AMC": Commissioner,
 AGRA MUNICIPAL CORPORATION,
 AGRA- (U.P.), India
 Phone: _____

If to the CONCESSIONAIRE:
 The Managing Director,
 _____,
 _____,

Fax No. _____

Or such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered

a. In the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address,

and

b. In the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number

13.10 Severability

If for any reason whatsoever 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 shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.


 अधिकारी अफिसर
 मगर निगम, आगरा



13.11 No Partnership

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever without prior permission from AMC.

13.12. Language

All notices required to be given under this Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

13.13 Exclusion of Implied Warranties etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties and any representation by any Party not contained in a binding legal agreement executed by the Parties.

13.14 Counterparts

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement.

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED SEALED AND DELIVERED

For and on behalf of "AMC" by:

For and on behalf of CONCESSIONAIRE by:

(Signature)

[Handwritten signature]

(Name)

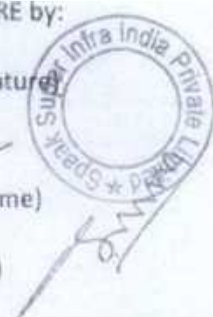
(Designation)

(Signature)

[Handwritten signature]

Sulbhash Chond (Name)

(Designation)



In the presence of :

1)

Signature of the Representative

2) Punit Agrawal
Finance Manager

[Handwritten signature]

Legacy waste details**PB** Pankaj Bhushan <envengrann@gmail.com>

Mon, 27 Jan 2025 4:21:26 PM +0530

To "poagra.cpcb" <poagra.cpcb@nic.in>

Dear Sir
PFAEnvironment Engineer
ANN📎 **1 Attachment(s)** • Download as Zip

Calculation of Legacy waste and...xlsx

10.9 KB • 📎



REGIONAL OFFICE
U.P. POLLUTION CONTROL BOARD, AGRA.

Test Report : Ambient Air Quality Monitoring

1. **Name of Industry:** Municipal Solid Waste Processing Facility, Kuberpur, Agra.
2. **Location of Monitoring:** Administrative Building
3. **Type of Monitoring:** Ambient Air Quality Monitoring (24 hours)
4. **Date & Time of Monitoring:** 21.10.2024 to 22.10.2024 (08:00 AM to 08:00 AM)
5. **Date of Sample Analysis:** 23.10.2024

S. No.	Observation (24 hours Average)			
	PM _{2.5} ($\mu\text{g}/\text{m}^3$)	PM ₁₀ ($\mu\text{g}/\text{m}^3$)	SO ₂ ($\mu\text{g}/\text{m}^3$)	NO ₂ ($\mu\text{g}/\text{m}^3$)
1.	54.0	96.0	9.2	35.8

Standards :- 24 hours

1. SO₂ 80 $\mu\text{g}/\text{m}^3$
2. NO₂ 80 $\mu\text{g}/\text{m}^3$
3. PM₁₀ 100 $\mu\text{g}/\text{m}^3$
4. PM_{2.5} 60 $\mu\text{g}/\text{m}^3$


Scientific Assistant


Assistant Scientific Officer


Regional Officer



**REGIONAL LABORATORY AGRA
UTTAR PRADESH POLLUTION CONTROL BOARD**

14, Sector-3 B, Avas Vikas, Sikandra Yojna, Agra

TEST REPORT: WATER LABORATORY(GROUND WATER)

Ref No: 29278128/Agra/2024

Date:23/12/2024

- 1- Sample Location: GroundWaterOfSummersiablePump
- 2- Address: Lat: 27.207447, Long: 78.095973, Near Administration Block of landfill Site ,Chalesar Agra
- 3- Distiret: Agra
- 4- Sample Source: Other
- 5- Type of sample : Ground Water
- 6- Sample Collected By : Amarendra Singh, SA
- 7- Odour : None
- 8- Quantity and Packing : one Ltr. jerican
- 9- Date of Sample Collection : 29/11/2024
- 10- Analysis Indented by : RO Agra
- 11- Date of sample receipt in Lab : 03/12/2024

Parameter	Unit	Standards Source: IS 10500:2012(2nd Rev.) Required Acceptable Limit	Results	Detection Range
pH, APHA 24th Ed.4500-B: 2023	-	6.5-8.5	7.20	02-12
Colour, APHA 24th Ed. 2120B: 2023	Hazen	5.00	Colourless	5-10000 Hazen
Dissolved Solids, APHA 24th Ed. 2540 C Total Dissolved Solids dried at 180 °C 2023	mg/l	500	752.0	5-10000 mg/l
Hardness, APHA 24th Ed. 2340 C EDTA Titrimetric Method 2023	mg/l	200	802.0	10-5000 mg/l
Calcium, APHA 24th Ed. 3500Ca-B: 2023	mg/l	75	290.0	10-1000 mg/l
Magnesium, APHA 24th Ed. 3500 Mg-B: 2023	mg/l	30	512.0	10-1000 mg/l
Chloride, APHA 24th Ed 4500-Cl- B: 2023	mg/l	250	630.0	3-500 mg/l

These standards are subject to revision

*Non-NABL Parameters:

Note : 1. The results in the Test Report relate only to the items tested; 2. The report shall not be reproduced-except in full, without the written permission of laboratory; 3. The test report pertains to the sample as received in Lab.

Remark:* - NA

Analysed by
[Amarendra Singh(SA)]

Authorized by

KSHITESH PATEL (ASO)

**VISHWANATH
SHARMA**

Digitally signed by VISHWANATH
SHARMA
Date: 2024.12.24 13:25:59 +05'30'

Regional Officer



संदर्भ संख्या H92820 / सी-7/विदिह-550/2023

दिनांक 28/04/23

To,

Member Secretary,
Central Pollution Control Board,
Pariwash Bhawan, New Delhi.

Sub: Submission of Annual Report regarding Implementation of Solid Waste Management Rules, 2016 for the year 2021-2022.

Sir,

Kindly refer to letter number H91700/C-7/Vividh-550/2023 dated 08-04-2023 regarding submission of annual report for the year 2021-2022. It is to inform you that due to some calculation error the quantity of solid waste generation was wrongly 17876 TPD instead of 14710 TPD.

The amended Annual Report regarding Implementation of Solid Waste Management Rules, 2016 for the year 2021-2022 in compliance of the Rule- 24 (3) is being enclosed for your kind perusal and necessary action. You are requested to ignore the previous report sent through our letter dated 08-04-2023.

Yours Sincerely,

(Ajay Kumar Sharma)
Member Secretary

Copy to:

- 1- Additional Chief Secretary, Environment, Forest & Climate Change Department, Government of Uttar Pradesh along with copy of Annual Report.
- 2- Principal Secretary, Urban Development Department, Government of Uttar Pradesh along with copy of Annual Report.

Member Secretary

Form - V

[See rule 24(3)]

Format for annual report to be submitted by the state pollution control board or pollution control committee committees to the central pollution control board

Part A

To,
The Chairman
Central Pollution Control
Board
Parivesh Bhawan, East
Arjun Nagar
DELHI-1100032

1	Name of the State /Union territory	Uttar Pradesh
2	Name & address of the State Pollution Control Board	U.P. Pollution Control Board, T.C. - 12 V, Vibhuti Khand, Gomti Nagar, Lucknow, 226010.
3	Number of local bodies responsible for management of solid waste in the state/Union territory under these rules:	734 (Nagar Nigam-17, Nagar Palika Parishad-199, Nagar Panchayat-518)
4	No. Of authorization application Received	18 Solid Waste Processing Facilities have obtained authorisation. Lucknow, Varanasi, Prayagraj, Aligarh, Etawah, Barabanki(Nawabganj), Kannauj, Mainpuri, Raebareli, Hapur(Pilkhuwa), Mathura & Vrindavan, Kanpur, Agra, Moradabad, Muzaffarnagar, Jaunpur, Bailla, & Azamgarh(Mubarakpur)

5	<p>Number of authorizations granted</p> <p>17 Solid Waste Processing Facilities have obtained authorisation. Lucknow, Varanasi, Prayagraj, Aligarh, Etawah, Barabanki(Nawabganj), Kannauj, Mainpuri, Raebareli, Hapur(Pilkhua), Mathura & Vrindavan, Kanpur, Agra, Moradabad, Muzaffarnagar, Jaunpur, & Azamgarh(Mubarakpur)</p>																								
6	<p>A Summary Statement on progress made by local body in respect of solid waste management</p> <p>There are 19 MSW processing facilities functional with cumulative treatment capacity of 5865 TPD.</p> <table border="1" data-bbox="454 63 812 1533"> <tr> <td>Prayagraj 400 TPD</td> <td>Barabanki 30 TPD</td> <td>Etawah 75 TPD</td> <td>Kannauj 25 TPD</td> <td>Mainpuri 30 TPD</td> <td>Pilkhua 45 TPD</td> </tr> <tr> <td>Muzaffar Nagar 120 TPD</td> <td>Raebareli 70 TPD</td> <td>Aligarh 220 TPD</td> <td>Lucknow 1300 TPD</td> <td>Varanasi 600 TPD</td> <td>Kanpur 1500 TPD</td> </tr> <tr> <td>Agra 300 TPD</td> <td>Moradabad 400 TPD</td> <td>Mathura 180 TPD</td> <td>Jaunpur 100 TPD</td> <td>Mubarakpur 40 TPD</td> <td>Ballia 50 TPD</td> </tr> <tr> <td>Noida (De-Centralized Composting) 380 TPD</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>	Prayagraj 400 TPD	Barabanki 30 TPD	Etawah 75 TPD	Kannauj 25 TPD	Mainpuri 30 TPD	Pilkhua 45 TPD	Muzaffar Nagar 120 TPD	Raebareli 70 TPD	Aligarh 220 TPD	Lucknow 1300 TPD	Varanasi 600 TPD	Kanpur 1500 TPD	Agra 300 TPD	Moradabad 400 TPD	Mathura 180 TPD	Jaunpur 100 TPD	Mubarakpur 40 TPD	Ballia 50 TPD	Noida (De-Centralized Composting) 380 TPD					
Prayagraj 400 TPD	Barabanki 30 TPD	Etawah 75 TPD	Kannauj 25 TPD	Mainpuri 30 TPD	Pilkhua 45 TPD																				
Muzaffar Nagar 120 TPD	Raebareli 70 TPD	Aligarh 220 TPD	Lucknow 1300 TPD	Varanasi 600 TPD	Kanpur 1500 TPD																				
Agra 300 TPD	Moradabad 400 TPD	Mathura 180 TPD	Jaunpur 100 TPD	Mubarakpur 40 TPD	Ballia 50 TPD																				
Noida (De-Centralized Composting) 380 TPD																									
7	<p>A Summary Statement on progress made by local bodies in respect of waste collection, segregation, transportation and disposal</p> <ul style="list-style-type: none"> • Total Solid Waste Generation is 14710 TPD. The quantity of collected Solid Waste is 14710 TPD (100%). Total no. of wards are 13252 and Door to Door collection is done in 14710 Wards (100%). • 19 plants with 5,865 TPD (40 % Treatment Capacity) • MRFs set up in 534 ULBs (5 TPD Each) – capacity 2,670 TPD • Operational Compost pits in 160 ULBs -850 pits having utilization capacity of treatment 1,314 TPD • 3 WTE Plants Operational with waste disposal capacity – 268 TPD • Total Existing Processing Capacity-10,117 • All the 17 Nagar Nigam have Vehicle Tracking System (VTS) installed and GPS in enabled vehicles are being used. • The State Level High Power Steering Committee has approved a comprehensive strategy for setting of processing facilities in all ULBs in de-centralized manner for creating composting of wet waste and material recovery facility for Dry Waste. • State has formulated and issued Uttar Pradesh Solid Waste Management Policy, vide Order No. 2221/Nine-5-18-352SA/2016 dated 29-06-2018. • In Compliance of Rule 23 of SWM Rules 2016, State Government has constituted State Level Advisory Body (SLAB) vide Order No:87/Nine-5-2017-352SA/2016 dated 17-01-2017. 																								

- State has constituted Special Task Force having Three Members, One each nominated by District Magistrate, Superintendent of Police, Regional Officer of the State Pollution Control Boards in concerned Districts and one person to be nominated by the Chairman of the District Legal Services Authority (DLSA) for awareness about the SWM Rules, 2016.
- All the 734 ULBs of the State have been certified by QCI as Open Defecation Free(ODF), 495 ULBs have been certified as ODF+ and 40 as ODF++.
- For effective management of MSW, the State has been making consistent efforts in the recent past. In the year 2018 Swachh Sarvekshan (SS), State of Uttar Pradesh was ranked at 18th position, in the survey conducted SS 2019, Uttar Pradesh was ranked at 10th position. In the survey of SS 2020, Uttar Pradesh was ranked at 7th position and in the survey of SS 2021 Uttar Pradesh Ranked at 6th position.

Legacy Waste Management:

- Total reported Legacy Waste— 91 Lakh Tons.
- Nos of reported dump sites – 75 Sites (Annexure-1)
- Quantity of legacy waste Remediated – 58 Lakh tons. (Annexure-2)
- Remediation Under progress – 33 Lakh Tons (Annexure-3)
- Timeline for remediation of all Legacy Waste in the State in March-2024.

R.C.V.

Success Story About Garbage Vulnerable Points in Urban Areas

- Garbage Vulnerable Points are those areas where the garbage gets piled up because of the constant dumping of garbage by the local residents, travelers, or passerby.
- To remove all the GVPs, State introduced a drive to remove Garbage Vulnerable Point from all 75 districts in 75 hours.
- Drive was conducted between 1st December to 3rd December 2022.
- Objectives: - Vision of "garbage free" Urban areas, All GVPs remediated and converted into selfie points, parks, etc. Clean public areas with 100% scientific processing, Mass mobilization and IEC activities.

Achievements

Achievements	Number
Total GVP remediated	~3,000
Total Waste Collected	~5,000 Ton
Total Citizen Participated	~ 8,00,000
Total No. of Vehicles Deployed	~ 6,000
Total Manpower Deployed	~30,000
Total Public representative Participated	~15,000
Participation through Social Media	~ 8,00,000

Events	Number
Number of GVP Transformed Into Park/Plantation	~1500
Number of GVP Transformed Into Place For Cultural Event	~ 300
Number of GVP Transformed Into Vending Zone/Food Court	~ 100
Number of GVP Transformed Into Wall Painting	~500
Number of GVP Transformed Into Neki Ki Deewar	~ 200
Number of GVP Transformed Into Selfie Spot	~400

4


Solid Waste Management in Rural areas

Current Status: -

- Total Gram Panchayat (GPs) - 57,785
- Total Revenue Villages - 95,829
- Total Rural Population - 15.53 Cr.
- Total reported solid waste generated- - 11,959 TPD
- Waste Treated in 6000 Villages - 3,000 TPD
- Compost pit prepared - 40,558 (for 4.86 Crore population)
- Community bio gas plant operational - 30 (in 18 districts)
- Waste Collection Vehicles: - 18,559
- Community Bins installed for segregation of organic and in organic waste - 9,098

Action Plan for SWM in Rural Areas

- Target for ODF+ for all GPs as per SBM (GRAMIN) 2.0 - 2024-25
- Total GPs - 57,785

Target Year for ODF+	GPs	Villages	Fund (Cr.)
2022-23	4,656	6,000	562
2023-24	25,145	43,000	330
2024-25	27,984	46,829	379
Total	57,785	95,829	

SGA

8 A Summary Statement on progress made by local bodies in respect of implementation of Schedule II

- 19 MSW Plant are Functional in U.P. with handling capacity of 5865 TPD.
- MRFs set up in 534 ULBs (5 TPD Each) – capacity 2,670 TPD
- Operational Compost pits in 160 ULBs -850 pits having utilization capacity of treatment 1,314 TPD
- 3 WTE Plants Operational with waste disposal capacity – 268 TPD
- Total Existing Processing Capacity-10,117
- 100 % of Solid Waste is being collected.
- 100% of Door to Door Collection of Solid Waste is being practised.
- The State Level High Power Steering Committee has approved a comprehensive strategy for setting of processing facilities in all ULBs in de-centralized manner for creating composting of wet waste and material recovery facility of Dry Waste.
- Lucknow, Mathura, Varanasi (The work is being done to develop model cities)
- Niwari, Shikohabad and Budhana (The work is being done to develop model towns)
- All the 734 ULBs of the State have been certified by QCI as Open Defecation Free(ODF).495 ULBs have been certified as ODF+ and 40 as ODF++.
- For effective management of MSW, the State has been making consistent efforts in the recent past. In the year 2018, Swachh Sarvekshan (SS), State of Uttar Pradesh was ranked at 18th position, in the survey conducted SS 2019, Uttar Pradesh was ranked at 10th position, In the survey of SS 2020, Uttar Pradesh was ranked at 7th position and in the survey of SS 2021 Uttar Pradesh Ranked at 6th position.

Date : 28-4-21
Place : Lucknow

Member Secretary
U.P. Pollution Control Board

PART-B

<u>Towns/Cities</u>	
Total number of towns/cities	75 District
Total number of ULBs	734 (Nagar Nigam-17, Nagar Palika Parishad-199, Nagar Panchayat-518)
Number of class I & II cities/towns	Class I cities =64, Class2 cities= 57
<u>Authorisation status (name/number)</u>	
Number of application received	18 Solid Waste Processing Facilities have obtained authorisation. Lucknow, Varanasi, Prayagraj, Aligarh, Etawah, Barabanki(Nawabganj), Kannauj, Mainpuri, Raebareli, Hapur(Pilkhuwa), Mathura Vrindavan, Kanpur, Agra, Moradabad, Muzaffarnagar, Jaunpur, Bailla, & Azamgarh(Mubarakpur)
Number of authorisations granted	17 Solid Waste Processing Facilities have obtained authorisation. Lucknow, Varanasi, Prayagraj, Aligarh, Etawah, Barabanki(Nawabganj), Kannauj, Mainpuri, Raebareli, Hapur(Pilkhuwa), Mathura & Vrindavan, Kanpur, Agra, Moradabad, Muzaffarnagar, Jaunpur, & Azamgarh(Mubarakpur)
Authorisation under scrutiny	0
<u>SOILD WASTE Generation status</u>	
Solid waste Generation status (TPD)	14710
Collected	14710
Treated	7321
landfilled	4389
<u>Compliance to Schedule I of SW Rules (Number/name of towns/capacity)</u>	
Good practices in cities/towns	Partially Complied
House-to-house collection	100 %
Segregation	Partially Complied
Storage	Partially Complied
Covered transportation	Partially Complied

7
Asad

Solid Waste processing facilities:					
Sl.No	Waste to Compost	Status	Vermi-Composting	Biogas	RDF/Pelletization
Existing SWM processing Facilities					
	Existing SWM processing Facilities	<ul style="list-style-type: none"> 19 plants with 5,865 TPD (40 % Treatment Capacity) MRFs set up in 534 ULBs (5 TPD Each) – capacity 2,670 TPD Total Existing processing Capacity-10,117 TPD 		Operational Compost pits in 160 ULBs -850 pits having utilization capacity of treatment 1,314 TPD	3 WTE Plants Operational with waste disposal capacity – 268 TPD
Under Construction SWM processing Facilities					
Sl.No	Waste to Compost	Status	Vermi-Composting	Biogas	RDF/Pelletization
	Under construction and functional by June, 2023	36 Plants with 4,305 TPD capacity (The civil construction part of the plants shall be completed by March 2023 and plants shall be made functional by June 2023.)			
	New MRF Plants under construction	<ul style="list-style-type: none"> 94 MRFs of capacity 470 TPD to be made operational by March 2023 343 Material Recovery Facilities (MRF) proposed with capacity 1715 TPD and to be made operational by Dec. 2023. 			
	Wet waste processing (by compost pit), to be made operational by Decem ^{be} ,-2023			226 ULBs with capacity -1036 TPD	

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Proposed SWM processing Facilities					
Sl.No	Waste to Compost	Status	Vermi-Composting	Biogas	RDF/Pelletization
	Plants Under construction to be made operational by Dec, 2024	11 Plants with 695 TP D capacity (Sambhal, Badaun, Mirzapur, & Fatehpur, Amroha, PDDU Nagar, Shikohabad, Bharwari, Manjhanpur, Bela Pratapgarh and Sitapur). DPR has been prepared for all these projects.			
	New plants proposed and to be completed and made functional by Dec, 2024	08 Segregated waste plants (Dry waste cum Composting) with capacity 485 TPD (Mahoba, Akbarpur, Hata, Deoband, Basti, Dadri, Gonda and Hapur) DPR Under Preparation			
	Waste to energy plants proposed to be made functional by March, 2025			5 Bio-CNG plants (Prayagraj, Ghaziabad, Gorakhpur, GB Nagar(Noida+ Greater Noida) and Lucknow) of 1300 TPD capacity. Agreement done with Ever enviro, Land allocated by Nagar Nigam.	3 Waste to electricity (Ghaziabad, Agra and Muzaflarnagar) of 3,800 TPD capacity. MOU of UDD with GC international.

g.c.k

Waste to Energy Plants (Number/ Name of towns/capacity)				
Sl.No	Plant Location	Status of operation	Waste Disposal Capacity (TPD)	Remarks
1	Barabanki	operation	75	
2	Ghaziabad	operation	73.97	
3	Muzaffarnagar	operation	120	
<u>Disposal of Solid Waste (number/names of towns/capacity):</u>				
	Landfill site identified		57 (Annexure-4)	
	Landfill under construction		-	
	Landfill in operation		57(Annexure-4)	
	Landfill exhausted		-	
	Landfilled capped		-	
Solid Waste Dumpsites(number/names of towns/capacity				
Total number of existing dumpsites				75 (Annexure-1)
Dumpsites reclaimed/capped				27 (Annexure-5)
Dumpsites converted to sanitary landfill				-
<u>Status of Action Plan prepared by Municipalities</u>				
Total number of municipalities	734 (Nagar Nigam-17, Nagar Palika Parishad-199, Nagar Panchayat-518)			
Number of Action Plan submitted:	<p>The Urban Development Department, Uttar Pradesh has taken following steps for the compliance of Solid Waste Management Rules, 2016:</p> <ul style="list-style-type: none"> • State has formulated and issued Uttar Pradesh Solid Waste Management Policy, vide Order No. 2221/Nine-5-18-352SA/2016 dated 29-06-2018. • In Compliance of Rule 23 of SWM Rules 2016, State Government has constituted State Level Advisory Body (SLAB) vide Order No:87/Nine-5-2017-352SA/2016 dated 17-01-2017. • State has constituted Special Task Force having Three Members, One each nominated by District Magistrate, Superintendent of Police, Regional Officer of the State Pollution Control Boards in concerned Districts and one person to be nominated by the Chairman of the District Legal Services Authority (DLSA) for awareness about the SWM Rules, 2016. • For effective monitoring and use of IT application regarding bio-metric attendance and vehicle tracking system, the initiative has been taken in most of the corporations in the State. At present, all 17 Nagar Nigams, are enabled with Vehicle Tracking System (VTS) application in vehicles. • The State Level High Power Committee has approved a comprehensive strategy for setting of processing facilities in all ULBs in decentralized manner for creating composting of wet waste and material recovery facility of Dry Waste. 			

- State has prepared a time bound action plan for attending the current gap of 4593 TPD.
- Additional processing capacity to **7,526 TPD** by **Dec, 2023** and total processing capacity shall be **17,643 TPD**.

Plant details

	Timeline	Fund Tied up (Rs Cr.)		
		Central	State	Total Fund
36 integrated SW Plants with capacity of 4,305 TPD.	Dec, 23	129.64	240.76	370.41
94 MRFs with capacity of 470 TPD	Mar. 23	11.08	20.57	31.65
343 MRFs with capacity of 1715 TPD	Dec,23	12.3	22.84	35.14
226 Compost pits with capacity 1036 TPD	Dec,23	0.42	0.78	1.2
Grand Total Fund (Rs)Cr.		153.44	284.95	438.39

Future plan:

- Additional processing capacity of **6,280 TPD** by **March 2025**, henceforth total Solid Waste processing capacity shall become **23,923 TPD**.
- **11 integrated Solid Waste Processing Plants** with processing capacity of **695 TPD. (Dec-2024) (Fund of Rs. 105 Cr. is Approved)**
- **8 segregated Dry waste & Composting, capacity 485 TPD. (Dec-2024)**
- **5 Bio-CNG plants of 1300 TPD and 3 WtE plant of 3,800 TPD. (March-25)**
- **100% Processing of MSW by Dec -23**
- **Projects to meet Gap already grounded.**
- **Funds ring-fenced in respective project accounts**

Note



Annexure - I

75 Legacy waste site Status

S. No.	District	Ulb Name	Dumpsit e Area	Remediated land	Waste Quantity (Ton)	Waste Remediated (Ton)	Remediation Under Progress	Funded By	Remediation Status	Date of Completion
1	Pilibhit	Pilibhit (NPP)	10	10	38645	38645	0	By SBM U	Work Completed	
2	Unnao	Unnao (NPP)	6	5.783880372	42532	42532	0	By SBM U	Work Completed	
3	Fatehpur	Fatehpur (NPP)	7	6.999150589	41205	41205	0	By SBM U	Work Completed	
4	Mirzapur	Mirzapur (NPP)	12	12	8803	8803	4211	By SBM U	Work Completed	Mar-23
5	Amroha	Amroha (NPP)	6	5.22	49061	44850	13627.36	By SBM U	Work Commenced	Apr-23
6	Hapur	Hapur (NPP)	3	2.52	85171	71543.64	0	By SBM U	Work Completed	
7	Hathras	Hathras (NPP)	10	9.2	77184	77184	0	By SBM U	Work Completed	
8	Mainpuri	Mainpuri (NPP)	4	3.48	173342	173342	0	By SBM U	Work Completed	
9	Etah	Etah (NPP)	2.6	2.6	88725	88725	0	By SBM U	Work Completed	
10	Raebareilly	Raebareilly (NPP)	29.4	29.4	62770	62770	0	By SBM U	Work Completed	
11	Rampur	Rampur (NPP)	22.15	9.303	163823	60000	103823	By SBM U	Work Commenced	Sep-23
12	Muzza/farnagar	Muzza/farnagar (NPP)	14.5	4.35	224655	67396.5	157258.5	By SBM U	Work Commenced	Oct-23
13	Etawah	Etawah (NPP)	3	2.7	81314	81314	0	By SBM U	Work Completed	
14	Lalitpur	Lalitpur (NPP)	2.5	0.676485369	51738	14000	37738	By SBM U	Work Commenced	Dec-23
15	Badaun	Badaun (NPP)	1	0.5	46246	46246	0	By SBM U	Work Completed	
16	Kannauj	Kannauj (NPP)	2.6	1.3	33384.5	18361	15023.5	By SBM U	Work Commenced	Jun-23
17	Sambhal	Sambhal (NPP)	7.37	0.3685	49061	2453.05	46607.95	By SBM U	Work Commenced	Jun-23
18	Ballia	Ballia (NPP)	5.62	0	337714	0	0	By SBM U	Work Commenced	Dec-23
19	Bahraich	Bahraich (NPP)	1	0.47	30139	30139	0	By SBM U	Work Completed	
20	Sitapur	Sitapur (NPP)	11.96	0	20882	0	0	By SBM U	Work Commenced	Dec-23
21	Firozabad	Firozabad (M. Corp.)	6.2	4.297781977	213794	165000	48794	By SBM U	Work Commenced	Jun-23
22	Jhansi	Jhansi (M. Corp.)	3.29	2.4675	325000	260000	65000	By SBM U	Work Commenced	Jun-23
23	Agra	Agra (M. Corp.)	72	72	940000	940000	0	By ULB	Work Completed	
24	Ambedkar Nagar	Akbarpur (NPP)	8	0	40887	0	0	By ULB	Work Commenced	Dec-23
25	Aligarh	Aligarh (M. Corp.)	15	0	131424	0	0	By ULB	Work Commenced	Dec-23
26	Ayodhya	Ayodhya (M. Corp.)	22	20.9	77760	73872	3888	By ULB	Work Commenced	Dec-23
27	Azamgarh	Azamgarh (NPP)	5	3.46	25603	0	0		CSWAP	Mar-24
28	Banda	Banda (NPP)	3.26	3.26	16425	0	0			Mar-24
29	Bagpat	Baraut (NPP)	3.26	3.26	12000	12000	0	By ULB	Work Completed	
30	Bareilly	Bareilly (M. Corp.)	23	18.4	406975	250000	156975	By ULB	Work Commenced	Dec-23
31	Basti	Basti (NPP)	4.2	0.42	20000	2000	18000	By ULB	Work commenced	Jun-23
32	Bulandshahar	Bulandshahar (NPP)	5	1	10000	4000	6000	By ULB	Work Commenced	Mar-24
33	Sambhal	Chandausi (NPP)	4.96	0	29328	0	0	By SBM	Work Commenced	Mar-24
34	Ghaziabad	Ghaziabad (M. Corp.)	32	32	400000	400000	0	By ULB	Work Completed	
35	Ghazipur	Ghazipur (NPP)	1.48	1.48	4500	4500	0	By ULB	Work Completed	
36	Jaunpur	Jaunpur (NPP)	3.6	0	31025	0	0	By ULB	Work Commenced	Mar-24
37	Kanpur	Kanpur (M. Corp.)	61	32.19444444	900000	525000	375000	By ULB	Work Commenced	Mar-24
38	Loni	Loni (NPP)	1.89	1.512	72000	60000	12000	By ULB	Work Commenced	Dec-23
39	Lucknow	Lucknow (M. Corp.)	24	22.8	650000	617500	32500	By ULB	Work Commenced	Jun-23
40	Mathura - Vrindavan	Mathura - Vrindavan (M. Corp.)	9	1.8	260000	55000	205000	By ULB	Work Commenced	Dec-23
41	Mau	Maunath Bhanjan (NPP)	2	8	5000	0	0	By ULB	Work Commenced	Mar-24
42	Meerut	Meerut (M. Corp.)	8	8	300000	300000	0	By ULB	Work Completed	
43	Ghaziabad	Modinagar (NPP)	2	0.2	10000	3000	7000	By ULB	Work commenced	Dec-23
44	Moradabad	Moradabad (M. Corp.)	20	10	580000	290000	290000	By ULB	Work Commenced	Dec-23
45	Jalaun	Orai (NPP)	2.75	2.75	10000	0	0	By ULB	Work Commenced	Mar-24
46	Prayagraj	Prayagraj (M. Corp.)	62	15.00784943	833500	201758.75	631741.25	By ULB	Work Commenced	Dec-23
47	Saharanpur	Saharanpur (NPP)	0.74	0.74	200000	200000	0	By ULB	Work Completed	
48	Shahjahanpur	Shahjahanpur (M. corp)	1.05	1.05	60000	60000	0	By ULB	Work Completed	

49	Shamli	Shamli (NPP)	6.65	2,2000	0	0	CSWAP	Mar-24
50	Firozabad	Shikohabad (NPP)	1.75	2,5850	0	0	Work Commenced	Mar-24
51	Sultampur	Sultampur (NPP)	3	16650	0	0	Work Completed	Dec-23
52	Varanasi	Varanasi (M. Corp.)	3.5	2,75000	275000	0	By ULB	Mar-24
53	Hapur	Gahmukteshwar (NPP)	5	3,1778	0	0	Work Commenced	Dec-23
54	Muzaffarnagar	Budhana (NP)	2.5	2,5000	23750	1250	By ULB	Mar-24
55	Hardoi	Kachhauna Patseni (NP)	0.6	2,0800	20800	0	By ULB	Dec-23
56	Moradabad	Thakurdwara (NPP)	1.77	1,5703	0	4380	By ULB	Mar-24
57	Bagpat	Khekada (NPP)	2	14600	10220	0	By ULB	Dec-23
58	Muzaffarnagar	Bhokarkhedt (NP)	0.82	14000	0	0	By ULB	Mar-24
59	Hardoi	Sandi (NPP)	0.7	13000	13000	0	Work Commenced	Mar-24
60	Muzaffarnagar	Meerapur (NP)	2.47	13000	0	0	CSWAP	Mar-24
61	Bagpat	Tikri (NP)	0.37	12500	0	0	Work Commenced	Dec-23
62	Bulandshahar	Jahangirabad (NPP)	8	12000	1200	10800	By ULB	Dec-23
63	Muzaffarnagar	Purqazi (NP)	2.45	12000	1200	10800	By ULB	Dec-23
64	Gautam budh Nagar	Dankaur (NP)	1	10950	0	0	Work Commenced	Mar-24
65	Mahoba	Mahoba(NPP)	2	10000	10000	0	By ULB	Dec-23
66	Ghaziabad	Moradnagar (NPP)	3	95095	0	0	By SBM	Mar-24
67	Bulandshahar	Bugrasi (NP)	0.313	8600	0	0	CSWAP	Mar-24
68	Jhansi	Baruasagar (NPP)	1	8322	8322	0	By ULB	Work Completed
69	Hardoi	Shahabad (NPP)	0.62	7300	7300	0	By ULB	Work Completed
70	Basti	Bhabnan Bazar (NPP)	1	7000	7000	0	Work Completed	Mar-24
71	Ballia	Belthara Road (NP)	0.01	6500	6500	0	Work Completed	Mar-24
72	Gautambudh Nagar	Dadri (NPP)	5	75000	0	0	Work Commenced	Dec-23
73	Bulandshahar	Sikandarabad (NPP)	1.39	0.547052457	23753	14404.7	By SBM	Dec-23
74	Amroha	Dhanaura (NPP)	1	38333	0	0	Work Commenced	Mar-24
75	Bulandshahar	Anupshahr (NPP)	1.07	38220	38220	0	By ULB	Work Completed
Total			627.563	9126569.5	5825000.24	3301569.26		

Annexure -2
Quantity of legacy Waste Remediated (58 Lakh tons)

S. No.	District	Ulb Name	Dumpsit e Area	Remediated land	Waste Quantity (Ton)	Waste Remediated (Ton)	Funded By	Remediation Status	Date of Completion
1	Pilibhit	Pilibhit (NPP)	10	10	38645	38645	By SBM U	Work Completed	
2	Unnao	Unnao (NPP)	6	5.783880372	42532	42532	By SBM U	Work Completed	
3	Fatehpur	Fatehpur (NPP)	7	6.999150589	41205	41205	By SBM U	Work Completed	
4	Mirzapur	Mirzapur (NPP)	12	12	8803	8803	By SBM U	Work Completed	
5	Amroha	Amroha (NPP)	6	5.22	49061	44850	By SBM U	Work Commenced	Mar-23
6	Hapur	Hapur (NPP)	3	2.52	85171	71543.64	By SBM U	Work Commenced	Apr-23
7	Hathras	Hathras (NPP)	10	9.2	77184	77184	By SBM U	Work Completed	
8	Mainpuri	Mainpuri (NPP)	4	3.48	173342	173342	By SBM U	Work Completed	
9	Etah	Etah (NPP)	2.6	2.6	88725	88725	By SBM U	Work Completed	
10	Raebareilly	Raebareilly (NPP)	29.4	29.4	62770	62770	By SBM U	Work Completed	
11	Rampur	Rampur (NPP)	22.15	9.303	163823	60000	By SBM U	Work Commenced	Sep-23
12	Muzaffarnagar	Muzaffarnagar (NPP)	14.5	4.35	224655	67396.5	By SBM U	Work Commenced	Oct-23
13	Etawah	Etawah (NPP)	3	2.7	81314	81314	By SBM U	Work Completed	
14	Lalitpur	Lalitpur (NPP)	2.5	0.676485369	51738	14000	By SBM U	Work Commenced	Dec-23
15	Badaun	Badaun (NPP)	1	0.5	46246	46246	By SBM U	Work Completed	
16	Kannauj	Kannauj (NPP)	2.6	1.3	33384.5	18361	By SBM U	Work Commenced	Jun-23
17	Sambhal	Sambhal (NPP)	7.37	0.3685	49061	2453.05	By SBM U	Work Commenced	Jun-23
18	Bahraich	Bahraich (NPP)	1	0.47	30139	30139	By SBM U	Work Completed	
19	Firozabad	Firozabad (M. Corp.)	6.2	4.297781977	213794	165000	By SBM U	Work Commenced	Jun-23
20	Jhansi	Jhansi (M. Corp.)	3.29	2.4675	325000	260000	By SBM U	Work Commenced	Jun-23
21	Agra	Agra (M. Corp.)	72	72	940100	940000	By ULB	Work Completed	
22	Ayodhya	Ayodhya (M. Corp.)	22	20.9	77760	73872	By ULB	Work Commenced	Dec-23
23	Bagpat	Baraut (NPP)	3.26	3.26	12000	12000		Work Completed	
24	Bareilly	Bareilly (M. Corp.)	23	18.4	406975	250000	By ULB	Work Commenced	Dec-23
25	Basti	Basti (NPP)	4.2	0.42	20000	2000		Work commenced	Jun-23
26	Bulandshahar	Bulandshahar (NPP)	5	1	10000	4000	By ULB	Work Commenced	Mar-24
27	Ghaziabad	Ghaziabad (M. Corp.)	32	32	400000	-400000	By ULB	Work Completed	
28	Ghazipur	Ghazipur (NPP)	1.48	1.48	4500	4500	By ULB	Work Completed	
29	Kanpur	Kanpur (M. Corp.)	61	32.19444444	900000	525000	By ULB	Work Commenced	Mar-24
30	Loni	Loni (NPP)	1.89	1.512	72000	60000	By ULB	Work Commenced	Dec-23
31	Lucknow	Lucknow (M. Corp.)	24	22.8	650000	617500	By ULB	Work Commenced	Jun-23
32	Mathura - Vrindavan	Mathura -Vrindavan (M. Corp.)	9	1.8	260000	55000	By ULB	Work Commenced	Dec-23
33	Meerut	Meerut (M. Corp.)	8	8	300000	300000	By ULB	Work Completed	
34	Ghaziabad	Modinagar (NPP)	2	0.2	10000	3000		Work commenced	Dec-23

35	Moradabad	Moradabad (M. Corp.)	20	10	580000	290000	By ULB	Work Commenced	Dec-23	
36	Prayagraj	Prayagraj (M. Corp.)	62	15,00784943	833500	201758.75	By ULB	Work Commenced	Dec-23	
37	Saharanpur	Saharanpur (NPP)	0.74	0.74	200000	200000	By ULB	Work Completed		
38	Shahjahanpur	Shahjahanpur (M.corp)	1.05	1.05	60000	60000	By ULB	Work Completed		
39	Varanasi	Varanasi (M. Corp.)	3.5	3.5	275000	275000	By ULB	Work Completed	Dec-23	
40	Muzaffarnagar	Budhana (NP)	2.5	2.375	25000	23750	By ULB	Work Completed		
41	Hardoi	Kachhauna Patseni (NP)	0.6	0.6	20800	20800	By ULB	Work Commenced	Dec-23	
42	Bagpat	Khekada (NPP)	2	1.4	14600	10220	By ULB	Work Completed		
43	Hardoi	Sandi (NPP)	0.7	0.7	13000	13000	By ULB	Work Completed		
44	Bulandshahar	Jahangirabad (NPP)	8	0.8	12000	1200	By ULB	Work Commenced	Dec-23	
45	Muzaffar Nagar	Purqazi (NP)	2.45	0.245	12000	1200	By ULB	Work Commenced	Dec-23	
46	Mahoba	Mahoba(NPP)	2	2	10000	10000	By ULB	Work Completed		
47	Jhansi	Baruasagar (NPP)	1	1	8322	8322	By ULB	Work Completed		
48	Hardoi	Shahabad (NPP)	0.62	0.62	7300	7300	By ULB	Work Completed	Mar-24	
49	Basti	Bhabnan Bazar (NPP)	1		7000	7000		Work Completed	Mar-24	
50	Ballia	Belthara Road (NP)	0.01		6500	6500		Work Completed	Dec-23	
51	Bulandshahar	Sikandarabad (NPP)	1.39	0.547052457	23753	9348.3	By SBM	Work Commenced	Dec-23	
52	Bulandshahar	Anupshahr (NPP)	1.07	1.07	38220	38220	By ULB	Work Completed		
Total Waste Remediated							5825000.24			

Annexure -3
Remediation Under Progress (33 Lakh ton)

S. No.	District	Ulth Name	Dumpsite Area	Remediated land	Waste Quantity (Ton)	Waste Remediated(Ton)	Remediation Under Progress	Remediation Status	Date of Completion
1	Anroha	Anroha (NPP)	6	5.22	49061	44850	4211	Work Commenced	Mar-23
2	Hapur	Hapur (NPP)	3	2.52	85171	71543.64	13627.36	Work Commenced	Apr-23
3	Rampur	Rampur (NPP)	22.15	9.303	163823	60000	103823	Work Commenced	Sep-23
4	Muzaffarnagar	Muzaffarnagar (NPP)	14.5	4.35	224655	67396.5	157258.5	Work Commenced	Oct-23
5	Lalitpur	Lalitpur (NPP)	2.5	0.676485369	51738	14000	37738	Work Commenced	Dec-23
6	Kannauj	Kannauj (NPP)	2.6	1.3	33384.5	18361	15023.5	Work Commenced	Jun-23
7	Sambhal	Sambhal (NPP)	7.37	0.3685	49061	2453.05	46607.95	Work Commenced	Jun-23
8	Ballia	Ballia (NPP)	5.62	0	337714	0	337714	Work Commenced	Dec-23
9	Sitapur	Sitapur (NPP)	11.96	0	20882	0	20882	Work Commenced	Dec-23
10	Firozabad	Firozabad (M. Corp.)	6.2	4.297781977	213794	165000	48794	Work Commenced	Jun-23
11	Jhansi	Jhansi (M. Corp.)	3.29	2.4675	325000	260000	65000	Work Commenced	Jun-23
12	Ambedkar Nagar	Akbarpur (NPP)	8	0	40887	0	40887	Work Commenced	Dec-23
13	Aligarh	Aligarh (M. Corp.)	15	0	131424	0	131424	Work Commenced	Dec-23
14	Ayodhya	Ayodhya (M. Corp.)	22	20.9	77760	73872	3888	Work Commenced	Dec-23
15	Azamgarh	Azamgarh (NPP)	5	0	25603	0	25603	CSWAP	Mar-24
16	Banda	Banda (NPP)	3.46	0	16425	0	16425		Mar-24
17	Bareilly	Bareilly (M. Corp.)	23	18.4	406975	250000	156975	Work Commenced	Dec-23
18	Basti	Basti (NPP)	4.2	0.42	20000	2000	18000	Work Commenced	Jun-23
19	Bulandshahar	Bulandshahar (NPP)	5	1	10000	4000	6000	Work Commenced	Mar-24
20	Sambhal	Chandausi (NPP)	4.96	0	29328	0	29328	Work Commenced	Mar-24
21	Jaunpur	Jaunpur (NPP)	3.6	0	31025	0	31025	Work Commenced	Mar-24
22	Kanpur	Kanpur (M. Corp.)	61	32.19444444	900000	525000	375000	Work Commenced	Mar-24
23	Loni	Loni (NPP)	1.89	1.512	72000	60000	12000	Work Commenced	Dec-23
24	Lucknow	Lucknow (M. Corp.)	24	22.8	650000	617500	32500	Work Commenced	Jun-23
25	Mathura - Vrindavan	Mathura - Vrindavan (M. Corp.)	9	1.8	240000	55000	205000	Work Commenced	Dec-23
26	Mau	Maunath Bhanjan (NPP)	2	0	5000	0	5000	Work Commenced	Mar-24
27	Ghaziabad	Modinagar (NPP)	2	0.2	10000	3000	7000	Work Commenced	Dec-23
28	Moradabad	Moradabad (M. Corp.)	20	10	580000	290000	290000	Work Commenced	Dec-23
29	Jalaun	Orai (NPP)	2.75	0	10000	0	10000	Work Commenced	Mar-24
30	Prayagraj	Prayagraj (M. Corp.)	62	15.00784943	833500	201758.75	631741.25	Work Commenced	Dec-23
31	Shamli	Shamli (NPP)	6.65	0	22000	0	22000	CSWAP	Mar-24
32	Firozabad	Shikohabad (NPP)	1.75	0	25850	0	25850	Work Commenced	Mar-24
33	Sultanpur	Sultanpur (NPP)	3	0	16650	0	16650	Work Commenced	Dec-23
34	Hapur	Garhmukteshwar (NPP)	5	0	33778	0	33778	Work Commenced	Mar-24
35	Muzaffarnagar	Budhana (NP)	2.5	2.375	25000	23750	1250	Work Commenced	Dec-23
36	Moradabad	Thakurdwara (NPP)	1.77	0	15703	0	15703	Work Commenced	Mar-24
37	Bagpat	Khakada (NPP)	2	1.4	14600	10220	4380	Work Commenced	Dec-23
38	Muzaffar Nagar	Bhokarkheddi (NP)	0.82	0	14000	0	14000	Work Commenced	Mar-24
39	Muzaffar Nagar	Mecrapur (NP)	2.47	0	13000	0	13000	Work Commenced	Mar-24
40	Bagpat	Tikri (NP)	0.37	0	12500	0	12500	CSWAP	Mar-24
41	Bulandshahar	Jahangirabad (NPP)	8	0.8	12000	1200	10800	Work Commenced	Dec-23
42	Muzaffar Nagar	Purquzi (NP)	2.45	0.245	12000	1200	10800	Work Commenced	Dec-23
43	Gautam budh Nagar	Dankaur (NP)	1	0	10950	0	10950	Work Commenced	Mar-24
44	Ghaziabad	Moradnagar (NPP)	3	0	95095	0	95095	Work Commenced	Dec-23

S. No.	District	Ulb Name	Dumpsite Area	Remediated land	Waste Quantity (Ton)	Waste Remediated(Ton)	Remediation Under Progress	Remediation Status	Date of Completion
45	Bulandshahar	Bugrasi (NPP)	0.313		8600	0	8600	CSWAP	Mar-24
46	Gautambudh Nagar	Dadri (NPP)	5	0	75000	0	75000	Work Commenced	Dec-23
47	Bulandshahar	Sikandarabad (NPP)	1.39	0.547052457	23753	93483	14404.7	Work Commenced	Dec-23
48	Amroha	Dhanaura (NPP)	1		38333	0	38333	Work Commenced	Mar-24
			412.533	160.1046137	6133022.5	2831453.24	3301569.26		

Annexure-4
Landfill site identified

S.No.	District	ULB/City	wardNumber	wardName	LandFillId	LandFillName	Address	LandFillArea (Acres)	Designed Height (Meters)	Current Height (Meters)
1	RAMPUR	BILASPUR (NPP)	1	KASBA RAIPUR	4811/0		Kasbarajpur			
2	RAMPUR	SHAHABAD (NP)	9	KANOONGOYA N PURVI	5040	MRF Center	Moh-Kanoon Goyan Near Old Rampur road Shahbad	1.5		
3	RAMPUR	MILAK (NPP)	1	MASHRABAD HOLIWALA	5202	Gata No. 24 Masirabad	Masirabad	4.57		
4	JYOTIBA PHULE NAGAR (AMROHA)	HASANPUR (NPP)	6	RAJPOOT COLONY	5105	Sanitary Landfill	Ward 6, Hasanpur	2		
5	GHAZIABAD	GHAZIABAD (M. Corp)			6765	Galand Sanitary Landfill	Galand Hapur	4	12	8
6	GAUTAM BUDDHA NAGAR	NOIDA			6970	Astauli Sanitary Landfill Facility	Astauli Sanitary Landfill Facility	33	12	
7							Khasra No. 1174-1176, 1188-1192, 1304-1315, 1320-1366, 1370-1405, 1423-1425 & 1428-1533, Village Astauli, Tehsil - Sikandarabad, Gautam Budh Nagar, UP	46		
8	GAUTAM BUDHA NAGAR BULANDSHAHR	GREATER NOIDA KHURJA (NPP)	65	SWARN NAGRI	4838	Astauli	village-agra			
9	Aligarh	Aligarh (M. Corp.)	56	NAGLA JAMALPUR	3825	AZZAL01	Near sasti gate	6	5	4
10	ALIGARH	BESWAN (NP)	6	BRAHMNAN	5999	BE 1	np Beswan ward no.6			
11	MATHURA	MATHURA-VRINDAVAN (NN)	25	RAM NAGAR	5992	Sanitary Landfill Site	Maant Road Vrindavan	4.5	10	10
12	AGRA	AGRA (M. Corp)	55	YAMUNAPAR	6519	Kuberpur	KUBERPUR, AGRA	NA	NA	NA
13	Firozabad	Fariha (NP)	6	SHANDARA	3830	NPFARL01		NA	NA	NA
14	Firozabad	Jasrana (NP)	4	NAI BASTI	3831	NPIASL01		NA	NA	NA
15	Firozabad	Eka (NP)	3	BELAMPURI	3834	NPEKAL01		NA	NA	NA
16	MAINPURI	KISHNI (NP)	7	DHARNIPUR		PRATHVIPUR SOLD WASTE PLANT	PRATHVIPUR ROAD KISHNI			
17	Budaun	Budaun (NPP)	10	PRATHVIPUR	5682	PLANT		NA	NA	NA
18	BAREILLY	BAREILLY (M. Corp)	3	JOGIPURA	3836	BUOLF001	faridpur	24	0.00	
19	BAREILLY	BAREILLY CANTT.	3	WARD NO 3	6194	Sathalpur	Thria Road Bareilly	2	5	5
20	LUCKNOW	LUCKNOW			4804	Shivri Scientific Landfill	Shivri Village, Mohan Road, Lucknow	47		
21	RAEBARELI	RAE BARELI (NPP)	18	JAITUPUR	4999	JITUPUR PLANT	JAITUPUR PLANT	1.5	2.8	2
22	Kannauj	Samdhan (NP)	1	SHANTI NAGAR	3848	002	PARSHDEPUR ROAD	NA	NA	NA
23	KANNAUJ	SIKANDERPUR, K (NP)	1	AMBEDKAR NAGAR	5070	chandarapur road paliya boonchpur me.	Village paliya boonchpur	3		
24	Kannauj	Talgram (NP)	1	HARSH NAGAR	3851	001		NA	NA	NA
25	ETAWAH	JASWANTNAGAR (NPP)	5	GULABVADI NORTH	4996	VILLAGE NILOI	VILLAGE AND POST NILOI	1		
26	KANPUR	KANPUR (M. Corp)	57	SWARAJ NAGAR	6582	Scientific Landfill	PANKI BHAUSING			
27	JHANSI	JHANSI	22	BIJALU	5310	SAIYAR ROAD BIJOLI	SAIYAR ROAD BIJOLI	5		

S.No.	District	ULB/City	wardNumber	wardName	LandFillId	LandFillName	Address	LandFillArea (Acres)	Designed Height (Meters)	Current Height (Meters)
28	Jhansi	Jhansi (CB)	1	GANJ	3856 TG	TRENCHING GROUND MAURANIPUR ROAD NEAR BHAGWANTPURA	0.25	7	6.5	
29	Jhansi	Babina (CB)	1	MOHALLA, LPC	3857/CBBTRND1		NA	NA	NA	
30	Fatehpur	Khaga (NP)	13	WARD NO 1 KATKHERWA	3860 1		NA	NA	NA	
31	PRATAPGARH	PRATAPGARH CITY (NP)		Outside City Boundry	6026 MRF Center		0.56			
32	PRATAPGARH	KATRA MEDNIGANJ (NP)	0	Outside City Boundry	4820 MAHAKANI					
33	PRAYAGRAJ	Jhansi (NP)	3	DAKHANI DHARMSHALA	3861 03jhusi		NA	NA	NA	
34	PRAYAGRAJ	PRAYAGRAJ (M. Corp)	0	Outside City Boundry	5021 Baswar processing plant	village Baswar Naini prayagraj	62	20	20	
35	PRAYAGRAJ	ALLAHABAD CANTT.	03	THREE	3862 2		NA	NA	NA	
36	BARABANKI	TIKAIT NAGAR (NP)	6	SARAWGI PURVI	5003 ROAD	MOHALLA SARAWGI, TIKAITNAGAR, BARABANKI				
37	BARABANKI	SUBEHA (NP)	5	PALIHARANPU RWA	5174 Paliharan purwa	Paliharan purwa ward	2.42			
38	GORAKHPUR	GORAKHPUR (M. Corp)	19	NAUSAR	6484 Eklia Bandha	Eklia Bandha, Nausar, Gorakhpur	48			
39	Kushinagar	Khadda (NP)	10	SHASTRI NAGAR	3857 0001		NA	NA	NA	
40	Kushinagar	Ramkola (NP)	10	FITTER LINE NAGAR	3859 RKLDS1		NA	NA	NA	
41	Kushinagar	Kaptanganj (NP)	5	RAM JANKI NAGAR	3870 1	kasia road Kari tola basahiya urf kaptanganj				
42	Kushinagar	Sewarhi (NP)	1	AMBEDKAR NAGAR	3871 001		NA	NA	NA	
43	MAU	MAUNATH BHANJAN (NPP)			6707 min				
44	BALLIA	BARIVA (NP)	5	KUWAR TOLI	6779 LANDFIL SITE	KUWAR TOLI				
45	JAINPUR	MOGRA BADSHAHPUR (NPP)			6742 village ukni	village ukni mungra	1.00			
46	JAINPUR	BADLAPUR (NP)			6777 Badlapur Landfill	badshapur				
47	GHAZIPIUR	SAIDPUR_GH (NP)			6573 sanitory	badlapur saidpur	1			
48	CHANDAULI	CHANDAULI (NP)	0	Outside City Boundry	4968 VILL JAMUNIPUR	VILL JAMUNIPUR POST SAKALDIHA	0.88			
49	CHANDAULI	SAIYAD RAZA (NP)	0	Outside City Boundry	4819 JAMUNIPUR	VILLAGE JAMUNIPUR POST- SAKALDIHA DIST. CHANDAULI	0.88			
50	VARANASI	GANGAPUR (NP)			6326 Bheekampur	Bheekampur Raja Talab Tehsi Varanasi	0.81			
51	VARANASI	VARANASI (M. Corp)	31	NARIA	6733 Scientific landfill	Karsada Waste to compost plant Karsada Village, Varanasi	5.0	16	6	
52	SONBHADRA	CHURK GHURMA (NP)			6935 Badgaun	badgaun	5			
53	SONBHADRA	CHOPAN (NP)			6936 Billi	Billi	1.8			
54	ETAH	RAJA KA RAMPUR (NP)			6973 sanitary landfill site	deepa road rampur				
55	ETAH	JAITHARA (NP)			6098 Sanitary land fill	jaithara				
56	ETAH	JALESAR (NPP)			6945 sanitary landfill site	Isoli road near railway crossing				
57	ETAH	AWAGARH (NP)	10	KHIDIKI	6452 scientific land fill	retah road awagarh	0.49	3	1	

Annexure-5
27 Completed Sites

S. No.	District	Ulb Name	Dumpsite Area	Remediated land	Waste Quantity (Ton)	Waste Remediated(Ton)	Remediation Status
1	Pilibhit	Pilibhit (NPP)	10	10	38645	38645	Work Completed
2	Unnao	Unnao (NPP)	6	5.783880372	42532	42532	Work Completed
3	Fatehpur	Fatehpur (NPP)	7	6.999150589	41205	41205	Work Completed
4	Mirzapur	Mirzapur (NPP)	12	12	8803	8803	Work Completed
5	Hathras	Hathras (NPP)	10	9.2	77184	77184	Work Completed
6	Mainpuri	Mainpuri (NPP)	4	3.48	173342	173342	Work Completed
7	Etah	Etah (NPP)	2.6	2.6	88725	88725	Work Completed
8	Raebareilly	Raebareilly (NPP)	29.4	29.4	62770	62770	Work Completed
9	Etawah	Etawah (NPP)	3	2.7	81314	81314	Work Completed
10	Badaun	Badaun (NPP)	1	0.5	46246	46246	Work Completed
11	Bahraich	Bahraich (NPP)	1	0.47	30139	30139	Work Completed
12	Agra	Agra (M. Corp.)	72	72	940000	940000	Work Completed
13	Bagpat	Baraut (NPP)	3.26	3.26	12000	12000	Work Completed
14	Ghaziabad	Ghaziabad (M. Corp.)	32	32	400000	400000	Work Completed
15	Ghazipur	Ghazipur (NPP)	1.48	1.48	4500	4500	Work Completed
16	Meerut	Meerut (M. Corp.)	8	8	300000	300000	Work Completed
17	Saharanpur	Saharanpur (NPP)	0.74	0.74	200000	200000	Work Completed
18	Shahjahanpur	Shahjahanpur (M.corp)	1.05	1.05	60000	60000	Work Completed
19	Varanasi	Varanasi (M. Corp.)	3.5	3.5	275000	275000	Work Completed
20	Hardoi	Kachhauna Patseni (NP)	0.6	0.6	20800	20800	Work Completed
21	Hardoi	Sandi (NPP)	0.7	0.7	13000	13000	Work Completed
22	Mahoba	Mahoba(NPP)	2	2	10000	10000	Work Completed
23	Jhansi	Baruasagar (NPP)	1	1	8322	8322	Work Completed
24	Hardoi	Shahabad (NPP)	0.62	0.62	7300	7300	Work Completed
25	Basti	Bhabnan Bazar (NPP)	1		7000	7000	Work Completed
26	Ballia	Belhara Road (NP)	0.01		6500	6500	Work Completed
27	Bulandshahar	Anupshahr (NPP)	1.07	1.07	38220	38220	Work Completed
			215.03	211.153031	2993547	2993547	

Annexure R-3

G40693 /सी-३/नियंत्रण-550/2023

दि 11/05/23

सेवा में,

सचिव
नगर विकास विभाग,
उ०प्र० शासन।

विषय:-ठोस अपशिष्ट प्रबन्धन नियम, 2016 के नियम-24(3) के अन्तर्गत वार्षिक रिपोर्ट प्रेषित किये जाने के संबंध में।

महोदय,

कृपया उपरोक्त विषयक ठोस अपशिष्ट प्रबन्धन नियम, 2016 के नियम-24(3) का संज्ञान लेना चाहेंगे जिसमें निम्नवत् प्राविधानित है :-

नियम-24(3) Each State Pollution Control Board or Pollution Control Committee as the case may be, shall prepare and submit the consolidated annual report to the Central Pollution Control Board and Ministry of Urban Development on the implementation of these rules and action taken against non-complying local body by the 31st day of July of each year in Form-V.

उक्त के अतिरिक्त ठोस अपशिष्ट प्रबन्धन नियम, 2016 के नियम-24(2) के अन्तर्गत निम्न प्राविधान निर्धारित हैं :-

नियम-24(2) The local body shall submit its annual report in Form-IV to State Pollution Control Board or Pollution Committee and the Secretary-in-Charge of the Department of Urban Development of the concerned State or Union Territory in case of metropolitan city and to the Director of Municipal Administration or Commissioner of Municipal Administration or Officer-in-Charge of Urban local bodies in the state in case of all other local bodies of state on or before the 30th day of June every year.

कृपया समस्त स्थानीय निकायों की वार्षिक रिपोर्ट प्रपत्र-4 पर एवं उक्त रिपोर्ट को एकत्रित शीट में संकलित कराते हुए दिनांक 15 जुलाई, 2023 तक उ०प्र० प्रदूषण नियंत्रण बोर्ड को ई-मेल आई०डी०-ceo7@uppcb.in एवं swm@uppcb.in पर प्रेषित किये जाने हेतु संबंधित को निर्देशित करना चाहें जिससे जिससे प्रदेश स्तरीय वार्षिक रिपोर्ट केन्द्रीय प्रदूषण नियंत्रण बोर्ड को नियम में निर्धारित तिथि 31.07.2022 से पूर्व प्रेषित की जा सके।

भवदीय,

(अजय कुमार शर्मा)
सदस्य सचिव

प्रतिलिपि:-निम्नलिखित को सादर सूचनार्थ प्रेषित।

1. अपर मुख्य सचिव, पर्यावरण, वन एवं जलवायु परिवर्तन विभाग, उ०प्र० शासन।
2. प्रमुख सचिव, नगर विकास विभाग, उ०प्र० शासन।

सदस्य सचिव

प्लेज

G 4/254 / सी-7 / विविध-550/2023

21.7.23

सेवा में,

सचिव
नगर विकास विभाग,
उ०प्र० शासन।

विषय:—ठोस अपशिष्ट प्रबन्ध नियम, 2016 के नियम-24(3) के अन्तर्गत वार्षिक रिपोर्ट प्रेषित किये जाने के संबंध में।

महोदय,

कृपया उपरोक्त विषयक बोर्ड के पत्र सं०-जी40693/सी-7/विविध-550/2023 दिनांक 11.05.2023 (छायाप्रति संलग्न) का संदर्भ ग्रहण करना चाहें जिसके द्वारा ठोस अपशिष्ट प्रबन्धन नियम, 2016 के नियम-24(2) के प्राविधानों के अन्तर्गत समस्त स्थानीय निकायों की वार्षिक रिपोर्ट प्रपत्र-4 पर एवं उक्त रिपोर्ट को एक्शल शीट में संकलित कराते हुए दिनांक 15 जुलाई, 2023 तक उ०प्र० प्रदूषण नियंत्रण बोर्ड को ई-मेल आईडी0-ceo7@uppcb.in एवं swm@uppcb.in पर प्रेषित किये जाने हेतु अनुरोध किया गया था। उक्त रिपोर्ट वर्तमान तक बोर्ड में अप्राप्त है।

उ०प्र० प्रदूषण नियंत्रण बोर्ड द्वारा समस्त सूचनाएं संकलित करते हुए दिनांक 31.07.2023 तक केन्द्रीय प्रदूषण नियंत्रण बोर्ड को प्रेषित की जानी है। अतः आपसे अनुरोध है कि प्रत्येक स्थानीय निकायों की वार्षिक रिपोर्ट बोर्ड को प्रेषित किये जाने हेतु संवाधित को निर्देशित करना चाहेंगे।

संलग्नक:—उपरोक्तानुसार।

भवदीय,



(अजय कुमार शर्मा)
सदस्य सचिव

प्रतिलिपि:—निम्नलिखित को सादर सूचनार्थ प्रेषित।

1. अपर मुख्या सचिव, पर्यावरण, वन एवं जलवायु परिवर्तन विभाग, उ०प्र० शासन।
2. प्रमुख सचिव, नगर विकास विभाग, उ०प्र० शासन।



सदस्य सचिव



G 41554

12/23 विधि-550/23

04-9-23

सेवा में,

सचिव,
नगर विकास विभाग,
उ०प्र० शासन।

विषय:- ठोस अपशिष्ट प्रबन्धन नियम, 2016 के नियम-24(3) के अन्तर्गत वार्षिक रिपोर्ट प्रेषित किये जाने के संबंध में।

महोदय,

कृपया उपरोक्त विषयक ठोस अपशिष्ट प्रबन्धन नियम, 2016 के नियम-24(3) का संज्ञान लेना चाहेंगे जिसमें निम्नवत् प्राविधानित है :-

नियम-24(3) Each State Pollution Control Board or Pollution Control Committee as the case may be, shall prepare and submit the consolidated annual report to the Central Pollution Control Board and Ministry for Urban Development on the implementation of these rules and action taken against non-complying local body by the 31st day of July of each year in Form-V.

उक्त के अतिरिक्त ठोस अपशिष्ट प्रबन्धन नियम, 2016 के नियम-24(2) के अन्तर्गत निम्न प्राविधान निर्धारित हैं :-


नियम-24(2) The local body shall submit its annual report in Form-IV to State Pollution Control Board or Pollution Committee and the Secretary-in-Charge of the Department of Urban Development of the concerned State or Union Territory in case of metropolitan city and to the Director of Municipal Administration or Commissioner of Municipal Administration or Officer-in-Charge of Urban local bodies in the state in case of all other local bodies of state on or before the 30th day of June every year.

उक्त के संबंध में अवगत करना है कि बोर्ड के पूर्व प्रेषित पत्र सं०-जी40693/सी-7/विधि-550/2023, दिनांक-11.05.2023 एवं सं०-जी41254/सी-7/विधि-550/2023, दिनांक-21.07.2023 द्वारा ठोस अपशिष्ट प्रबन्धन नियम, 2016 के नियम-24(2) एवं 24(3) के अंतर्गत समस्त स्थानीय निकायों की वार्षिक रिपोर्ट प्रपत्र-4 को एकत्र शीट में संकलित कराते हुये बोर्ड को ई-मेल-cco7@uppcb.in एवं swm@uppcb.in पर प्रेषित किये जाने का अनुरोध किया गया था। जो कि वर्तमान में अप्राप्त है। उ०प्र० प्रदूषण नियंत्रण बोर्ड द्वारा समस्त सूचनाएं संकलित कर, केन्द्रीय प्रदूषण नियंत्रण बोर्ड को नियम से निर्धारित तिथि 31.07.2023 से पूर्व प्रेषित की जानी थी, जो कि अभी तक प्रेषित नहीं की जा सकी है।

अतः आपसे अनुरोध है कि प्रत्येक स्थानीय निकायों की वार्षिक रिपोर्ट बोर्ड को अविलम्ब प्रेषित किये जाने हेतु संबंधित को निर्देशित करना चाहेंगे।


संलग्नक:- उपरोक्तानुसार।

भवदीय,


(अजय कुमार शर्मा)
सदस्य सचिव

प्रतिलिपि:- निम्नलिखित को सादर सूचनार्थ प्रेषित।

1. अपर मुख्य सचिव, पर्यावरण, वन एवं जलवायु परिवर्तन विभाग, उ०प्र० शासन।
2. प्रमुख सचिव, नगर विकास विभाग, उ०प्र० शासन।


सदस्य सचिव
em.



संदर्भ सं- 406877/सी-71 तिलीच-550/2024

दिनांक: 13-2-24

सेवा में,

 निदेशक,
 स्थानीय निकाय निदेशालय,
 गोमती नगर विस्तार-7, निगर शहीद पथ,
 लखनऊ, उत्तर प्रदेश।

Annexure R-4

विषय-ठोस अपशिष्ट प्रबन्धन नियम, 2016 एवं अपशिष्ट प्लास्टिक नियम, 2016 यथासंशोधित के प्राविधानों के अनुपालन में समस्त नगर निकायों की वार्षिक रिपोर्ट निर्धारित प्रारूप पर प्रेषित किये जाने हेतु पर्यावरण (संरक्षण) अधिनियम, 1986 की धारा-5 के अन्तर्गत निर्देश।

यह कि पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय, भारत सरकार की अधिसूचना दिनांक 08.04.2016 द्वारा ठोस अपशिष्ट प्रबन्धन नियम, 2016 अधिसूचित किये गये हैं जो कि अधिसूचना की दिनांक 08.04.2016 से प्रभावी हैं।

यह कि पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय, भारत सरकार की अधिसूचना दिनांक 18.03.2016 द्वारा अपशिष्ट प्लास्टिक नियम, 2016 अधिसूचित किये गये हैं जो कि अधिसूचना की दिनांक 18.03.2016 से प्रभावी हैं।

यह कि ठोस अपशिष्ट प्रबन्धन नियम, 2016 के नियम 24(2) द्वारा समस्त नगर निकायों को प्रारूप IV पर ठोस अपशिष्ट प्रबन्धन के संबंध में वार्षिक रिपोर्ट प्रत्येक वर्ष 30 जून तक राज्य प्रदूषण नियंत्रण बोर्ड को प्रेषित किया जाना प्राविधानित है, जिसके सुसंगत अंश निम्नवत् है-

".....(2) स्थानीय नगरीय निकाय प्रारूप IV में अपनी वार्षिक रिपोर्ट राज्य प्रदूषण नियंत्रण बोर्ड या प्रदूषण समिति और संबंधित राज्य या संघ राज्य क्षेत्र के शहरी विकास विभाग के प्रभारी सचिव या मेट्रोपालिटिन नगर की दशा में नगर पालिका प्रशासन के आयुक्त या राज्य के अन्य सभी स्थानीय निकायों के मामलों में राज्य के स्थानीय निकायों प्रभारी अधिकारी को प्रत्येक वर्ष के 30 जून या उससे पहले अग्रेषित करेगी।

(2) The local body shall submit its annual report in Form-IV to State Pollution Control Board or Pollution Control Committee and the Secretary-in-Charge of the Department of Urban Development of the concerned State or Union Territory in case of metropolitan city and to the Director of Municipal Administration or Commissioner of Municipal Administration or Officer in - Charge of Urban local bodies in the state in case of all other local bodies of state on or before the 30th day of June every year----

यह कि अपशिष्ट प्लास्टिक नियम, 2016 यथासंशोधित के नियम 17(2) द्वारा समस्त नगर निकायों को प्रारूप V पर अपशिष्ट प्लास्टिक के संबंध में वार्षिक रिपोर्ट प्रत्येक वर्ष 30 जून तक राज्य प्रदूषण नियंत्रण बोर्ड को प्रेषित किया जाना प्राविधानित है, जिसके सुसंगत अंश निम्नवत् है-

".....(2) प्रत्येक शहरी स्थानीय निकाय प्रत्येक वर्ष की 30 जून संबद्ध राज्य प्रदूषण नियंत्रण बोर्ड प्रदूषण नियंत्रण समिति की सूचना के अधीन शहरी विकास के संबद्ध भारसाधक सचिव को प्रारूप-5 में वार्षिक रिपोर्ट तैयार करेगा और प्रस्तुत करेगा।

(2) Every local body shall prepare and submit an annual report in Form -V to the concerned Secretary-in-charge of the Urban Development Department under intimation to the concerned State Pollution Control Board or Pollution Control Committee by the 30 th June, every year....."

यह कि राज्य प्रदूषण नियंत्रण बोर्ड द्वारा उक्त नियमों के प्राविधानों के अनुपालन हेतु समस्त नगर निकायों से प्रत्येक वर्ष 30 जून तक प्राप्त रिपोर्ट को संकलित करते हुए ठोस अपशिष्ट प्रबन्धन एवं अपशिष्ट प्लास्टिक प्रबन्धन हेतु उक्त नियमों के प्राविधानों द्वारा निर्धारित प्रारूप पर प्रत्येक वर्ष 31 जुलाई तक वार्षिक रिपोर्ट केन्द्रीय प्रदूषण नियंत्रण बोर्ड, नई दिल्ली को प्रेषित किया जाना प्राविधानित है।

.....क०प०उ०

यह कि ठोस अपशिष्ट प्रबन्धन नियम, 2016 एवं अपशिष्ट प्लास्टिक नियम, 2016 यथासंशोधित के उक्त प्राविधानों के अनुपालन हेतु वर्ष 2022-23 (प्रेषण हेतु नियत तिथि 30.06.2023) की वार्षिक रिपोर्ट उ०प्र० प्रदूषण नियंत्रण बोर्ड को प्रेषित किये जाने हेतु बोर्ड द्वारा पत्र दिनांक 11.05.2023, 21.07.2023, 04.09.2023 एवं 16.01.2024 द्वारा संबंधित विभागों को प्रेषित किया गया है (छायाप्रति संलग्न)। उक्त के क्रम में स्वच्छ भारत मिशन (नगरीय) द्वारा ई-मेल दिनांक 27.12.2023 के माध्यम से ठोस अपशिष्ट प्रबन्धन के संबंध में मात्र 493 नगर निकायों की वार्षिक रिपोर्ट एवं अपशिष्ट प्लास्टिक प्रबन्धन के संबंध में 507 नगर निकायों की वार्षिक रिपोर्ट प्रेषित की गई है। शेष निकायों के संबंध में सूचना अप्राप्त है, जिसके कारण केन्द्रीय प्रदूषण नियंत्रण बोर्ड को निर्धारित अवधि में प्रदेश की समस्त निकायों के संबंध में वार्षिक रिपोर्ट प्रेषित नहीं की जा सकी है, जो कि पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय, भारत सरकार द्वारा अधिसूचित उक्त नियमों के प्राविधानों का उल्लंघन है।

उपरोक्त तथ्यों एवं पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय, भारत सरकार द्वारा अधिसूचित ठोस अपशिष्ट प्रबन्धन नियम, 2016 एवं अपशिष्ट प्लास्टिक नियम, 2016 यथासंशोधित के प्राविधानों के अनुपालन हेतु बोर्ड को प्रदत्त शक्तियों के अधीन पर्यावरण (संरक्षण) अधिनियम, 1986 की धारा-5 के अन्तर्गत निम्नानुसार निर्देश जारी किये जाते हैं-


- 1- यह कि ठोस अपशिष्ट प्रबन्धन नियम, 2016 एवं अपशिष्ट प्लास्टिक नियम, 2016 यथासंशोधित के प्राविधानों के अन्तर्गत वार्षिक रिपोर्ट निर्धारित प्रारूप पर नियत समयवधि 30.06.2023 तक उ०प्र० प्रदूषण नियंत्रण बोर्ड को प्रेषित न किये जाने के संबंध में कारण स्पष्ट किये जाने हेतु संबंधित अधिकारी को अपने स्तर से निर्देशित करने का कष्ट करें।
- 2- यह कि ठोस अपशिष्ट प्रबन्धन नियम, 2016 एवं अपशिष्ट प्लास्टिक नियम, 2016 यथासंशोधित के प्राविधानों के अन्तर्गत समस्त नगर निकायों की वार्षिक रिपोर्ट निर्धारित प्रारूप पर उ०प्र० प्रदूषण नियंत्रण बोर्ड को हार्ड कापी/ई-मेल आई०डी० ms@uppcb.in एवं ceo7@uppcb.in पर प्रेषित किये जाने हेतु संबंधित अधिकारी को निर्देशित करने का कष्ट करें।

कृपया उक्त निर्देशों के क्रम में आवश्यक कार्यवाही करते हुए समस्त रिपोर्ट बोर्ड को 15 दिन के अन्दर प्रेषित किये जाने हेतु आवश्यक निर्देश जारी करने का कष्ट करें, जिससे बोर्ड द्वारा समस्त रिपोर्ट संकलित करते हुए 2022-23 की रिपोर्ट केन्द्रीय प्रदूषण नियंत्रण बोर्ड को प्रेषित की जा सके। अन्यथा की दशा में बोर्ड द्वारा पर्यावरणीय अधिनियमों के अन्तर्गत कार्यवाही किये जाने हेतु बाध्यकारी होगा।


(संजीव कुमार सिंह)
सदस्य सचिव

प्रतिलिपि:-

1. अपर मुख्य सचिव, पर्यावरण, वन एवं जलवायु परिवर्तन विभाग, उ०प्र० शासन को सूचनार्थ प्रेषित।
2. प्रमुख सचिव, नगर विकास, उ०प्र० शासन को सूचनार्थ एवं इस अनुरोध के साथ कि भारत सरकार द्वारा जारी उक्त अधिसूचनाओं के अनुपालन में वर्ष-2022-23 (नियत तिथि 30.06.2023) की वार्षिक रिपोर्ट बोर्ड को प्रेषित किये जाने हेतु अपने स्तर से सम्बन्धित को आवश्यक निर्देश जारी करना चाहेंगे।
3. अध्यक्ष, प्रदूषण नियंत्रण बोर्ड, लखनऊ को सूचनार्थ प्रेषित।
4. सदस्य सचिव, केन्द्रीय प्रदूषण नियंत्रण बोर्ड, नई दिल्ली को सूचनार्थ प्रेषित।
5. अनु सचिव, पर्यावरण, वन एवं जलवायु परिवर्तन अनुभाग, उ०प्र० शासन को इस आशय से कि उक्त के क्रम में शासन स्तर से संबंधित विभाग को आवश्यक निर्देश जारी कराये जाने हेतु आवश्यक कार्यवाही करने का कष्ट करें।


सदस्य सचिव



संदर्भ सं०

413/50

/सी-7/विजिडी-550/2024

दिनांक:- 27/06/2024

अनुस्मारक

सेवा में,

निदेशक,
स्थानीय निकाय निदेशालय,
गोमती नगर विस्तार-7, नियर शहीद पथ,
लखनऊ, उत्तर प्रदेश।

विषय-ठोस अपशिष्ट प्रबन्धन नियम, 2016 यथासंशोधित के प्राविधानों के अनुपालन में समस्त नगर निकायों की वार्षिक रिपोर्ट निर्धारित प्रारूप पर प्रेषित किये जाने हेतु पर्यावरण (संरक्षण) अधिनियम, 1986 की धारा-5 के अन्तर्गत निर्देश।

यह कि पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय, भारत सरकार की अधिसूचना दिनांक 08.04.2016 द्वारा ठोस अपशिष्ट प्रबन्धन नियम, 2016 अधिसूचित किये गये हैं जो कि अधिसूचना की दिनांक 08.04.2016 से प्रभावी हैं।

यह कि ठोस अपशिष्ट प्रबन्धन नियम, 2016 के नियम 24(2) द्वारा समस्त नगर निकायों को प्रारूप IV पर ठोस अपशिष्ट प्रबन्धन के संबंध में वार्षिक रिपोर्ट प्रत्येक वर्ष 30 जून तक राज्य प्रदूषण नियंत्रण बोर्ड को प्रेषित किया जाना प्राविधानित है, जिसके सुसंगत अंश निम्नवत् है-

".....(2) स्थानीय नगरीय निकाय प्रारूप IV में अपनी वार्षिक रिपोर्ट राज्य प्रदूषण नियंत्रण बोर्ड या प्रदूषण समिति और संबंधित राज्य या संघ राज्य क्षेत्र के शहरी विकास विभाग के प्रभारी सचिव या मेट्रोपालिटिन नगर की दशा में नगर पालिका प्रशासन के आयुक्त या राज्य के अन्य सभी स्थानीय निकायों के मामलों में राज्य के स्थानीय निकायों प्रभारी अधिकारी को प्रत्येक वर्ष के 30 जून या उससे पहले अर्पित करेगी।

(2) The local body shall submit its annual report in Form-IV to State Pollution Control Board or Pollution Control Committee and the Secretary-in-Charge of the Department of Urban Development of the concerned State or Union Territory in case of metropolitan city and to the Director of Municipal Administration or Commissioner of Municipal Administration or Officer in - Charge of Urban local bodies in the state in case of all other local bodies of state on or before the 30th day of June every year----

यह कि राज्य प्रदूषण नियंत्रण बोर्ड द्वारा उक्त नियमों के प्राविधानों के अनुपालन हेतु समस्त नगर निकायों से प्रत्येक वर्ष 30 जून तक प्राप्त रिपोर्ट को संकलित करते हुए ठोस अपशिष्ट प्रबन्धन हेतु उक्त नियमों के प्राविधानों द्वारा निर्धारित प्रारूप पर प्रत्येक वर्ष 31 जुलाई तक वार्षिक रिपोर्ट केन्द्रीय प्रदूषण नियंत्रण बोर्ड, नई दिल्ली को प्रेषित किया जाना प्राविधानित है।

यह कि ठोस अपशिष्ट प्रबन्धन नियम, 2016 यथासंशोधित के उक्त प्राविधानों के अनुपालन हेतु वर्ष 2022-23 (प्रेषण हेतु नियत तिथि 30.06.2023) की वार्षिक रिपोर्ट उ0प्र0 प्रदूषण नियंत्रण बोर्ड को प्रेषित किये जाने हेतु बोर्ड द्वारा पत्र दिनांक 11.05.2023, 21.07.2023, 04.09.2023 एवं 16.01.2024 द्वारा संबंधित विभागों को प्रेषित किया गया है (छायाप्रति संलग्न)। उक्त के कम में स्वच्छ भारत मिशन (नगरीय) द्वारा ई-मेल दिनांक 27.12.2023 के माध्यम से ठोस अपशिष्ट प्रबन्धन के संबंध में मात्र 608 नगर निकायों की वार्षिक रिपोर्ट प्रेषित की गई है। शेष निकायों के संबंध में सूचना अप्राप्त है, जिसके कारण केन्द्रीय प्रदूषण नियंत्रण बोर्ड को निर्धारित अवधि में प्रदेश की समस्त निकायों के संबंध में वार्षिक रिपोर्ट प्रेषित नहीं की जा सकी है, जो कि पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय, भारत सरकार द्वारा अधिसूचित उक्त नियमों के प्राविधानों का उल्लंघन है।

.....क०पू०उ०

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Phone: 2720831, 2720828, 2720691 & 2720681 - Fax: 0522 - 2720764
Email: info@uppcb.in - Web Site: www.uppcb.in

उपरोक्त तथ्यों एवं पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय, भारत सरकार द्वारा अधिसूचित ठास अपशिष्ट प्रबन्धन नियम, 2016 यथासंशोधित के प्राविधानों के अनुपालन हेतु बोर्ड को प्रदत्त शक्तियों के अधीन पर्यावरण (संरक्षण) अधिनियम, 1986 की धारा-5 के अन्तर्गत निम्नानुसार निर्देश जारी किये जाते हैं-

1- यह कि ठोस अपशिष्ट प्रबन्धन नियम, 2016 यथासंशोधित के प्राविधानों के अन्तर्गत वार्षिक रिपोर्ट निर्धारित प्रारूप पर नियत समयावधि 30.06.2023 तक उ0प्र0 प्रदूषण नियंत्रण बोर्ड को प्रेषित न किये जाने के संबंध में कारण स्पष्ट किये जाने हेतु संबंधित अधिकारी को अपने स्तर से निर्देशित करने का कष्ट करें।

2- यह कि ठोस अपशिष्ट प्रबन्धन नियम, 2016 यथासंशोधित के प्राविधानों के अन्तर्गत समस्त नगर निकायों की वार्षिक रिपोर्ट निर्धारित प्रारूप पर उ0प्र0 प्रदूषण नियंत्रण बोर्ड को हार्ड कापी/ई-मेल आई0डी0 ms@uppcb.in एवं ceo7@uppcb.in पर प्रेषित किये जाने हेतु संबंधित अधिकारी को निर्देशित करने का कष्ट करें।

कृपया उक्त निर्देशों के अनुक्रम में बोर्ड के पत्रांक एच 06872/सी-7/विवध-550/2024 दिनांक 13.02.2024 के माध्यम से वर्ष 2022-23 हेतु प्रेषित की गई थी जिसके आधार पर जिन निकायों की रिपोर्ट अप्राप्त है उनकी सूची संलग्न कर आपको इस आशय से प्रेषित की जा रही है कि उन नगर निकायों पर आवश्यक कार्यवाही करते हुए समस्त रिपोर्ट बोर्ड को तत्काल प्रेषित किये जाने हेतु आवश्यक निर्देश जारी करने का कष्ट करें, जिससे बोर्ड द्वारा समस्त रिपोर्ट संकलित करते हुए 2022-23 की रिपोर्ट केन्द्रीय प्रदूषण नियंत्रण बोर्ड को प्रेषित की जा सके।

संलग्नक-उपरोक्तानुसार

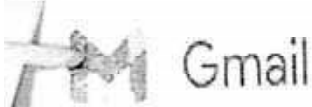
(संजीव कुमार सिंह)
सदस्य सचिव

प्रतिलिपि:-

1. अपर मुख्य सचिव, पर्यावरण, वन एवं जलवायु परिवर्तन विभाग, उ0प्र0 शासन को सूचनार्थ प्रेषित।
2. प्रमुख सचिव, नगर विकास, उ0प्र0 शासन को सूचनार्थ एवं इस अनुरोध के साथ कि भारत सरकार द्वारा जारी उक्त अधिसूचनाओं के अनुपालन में वर्ष-2022-23 (नियत तिथि 30.06.2023) की वार्षिक रिपोर्ट बोर्ड को प्रेषित किये जाने हेतु अपने स्तर से सम्बन्धित को आवश्यक निर्देश जारी करना चाहेंगे।
3. अध्यक्ष, प्रदूषण नियंत्रण बोर्ड, लखनऊ को सूचनार्थ प्रेषित।
4. सदस्य सचिव, केन्द्रीय प्रदूषण नियंत्रण बोर्ड, नई दिल्ली को सूचनार्थ प्रेषित।
5. अनु सचिव, पर्यावरण, वन एवं जलवायु परिवर्तन अनुभाग, उ0प्र0 शासन को इस आशय से कि उक्त के क्रम में शासन स्तर से संबंधित विभाग को आवश्यक निर्देश जारी कराये जाने हेतु आवश्यक कार्यवाही करने का कष्ट करें।

सदस्य सचिव

o/c
S. Ag



Solid Waste Annual report (2023-24) information is still pending

1 message

SW M <swm@uppcb.in>
To: sbmdfbup@gmail.com

Wed, Sep 11, 2024 at 3:05 P

Sir,

This is to inform you that the Solid Waste Annual report (2023-24) information is still pending. Please provide pending information as early as possible.



SW M <swm@uppcb.in>

Solid Waste Annual report (2023-24) information is still pending 760 ULBs


1 message

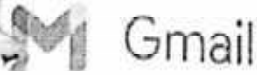
SW M <swm@uppcb.in>
To: sbmdlbup@gmail.com

Thu, Nov 21, 2024 at 1:46 PM

Sir,

This is to inform you that the Solid Waste Annual report (2023-24) information is still pending 760 ULBs. Please provide pending information for the next 15 days. It's very Urgent. PFA

 Status of Form IV pending list.pdf
554K



SW M <swm@uppcb.in>

Reminder Solid Waste Annual report (2023-24) information is still pending 738 ULBs

1 message

SW M <swm@uppcb.in>
To: sbmdlbup@gmail.com
Cc: sandeepchauhan@kpmg.com

Tue, Nov 26, 2024 at 11:29 AM

Sir,

This is to inform you that the Solid Waste Annual report (2023-24) information is still pending 738 ULBs. Please provide pending information for the next 10 days. It's very Urgent.
PFA

Status of Form IV pending list.pdf
550K

111

25, 3:24 PM

UP Pollution Control Board Mail - Reminder: Solid Waste Annual report (2023-24) information is still pending 697 ULBs

342



SW M <swm@uppcb.in>

Reminder Solid Waste Annual report (2023-24) information is still pending 697 ULBs
1 message


SW M <swm@uppcb.in>
To: sbmdlbup@gmail.com
Cc: sandeepchauhan@kpmg.com

Tue, Dec 3, 2024 at 11:59 AM

Sir,

This is to inform you that the Solid Waste Annual report (2023-24) information is still pending 697 ULBs. Please provide pending information within the week. It's very Urgent.

PFA

 **Status of Form IV pending list.pdf**
550K

<https://mail.google.com/mail/u/0/?ik=3d466a4442&view=pt&search=all&permthid=thread-s:r-2592680274214225342&simpl=msg-a:r-60264760890509...> 1/

112

3:24 PM

UP Pollution Control Board Mail - Urgent Reminder Solid Waste Annual report (2023-24) information is still pending 671 ULBs

343



SW M <swm@uppcb.in>

Urgent Reminder Solid Waste Annual report (2023-24) information is still pending 671 ULBs

1 message

SW M <swm@uppcb.in>
To: sbmdlbup@gmail.com
Cc: sandeepchauhan@kpmg.com

Tue, Dec 10, 2024 at 1:33 PM

Sir,

This is to inform you that the Solid Waste Annual report (2023-24) information is still pending 671 ULBs. Please provide pending information within the week. It's very Urgent.

PFA

Status of Form IV pending list.pdf
547K

113

344

3:24 PM

Gmail

SW M <swm@uppcb.in>

Urgent Reminder Solid Waste Annual report (2023-24) information is still pending 671 ULBs


1 message

SW M <swm@uppcb.in>
To: sbmdlbup@gmail.com
Cc: sandeepchauhan@kpmg.com

Wed, Dec 11, 2024 at 11:51 AM

Sir,

This is to inform you that the Solid Waste Annual report (2023-24) information is still pending 671 ULBs. Please provide pending information within the week. It's very Urgent.
PFA

 Status of Form IV - Copy.xlsx
37K

114

345

3:25 PM

UP Pollution Control Board Mail - Solid Waste Annual report (2023-24) information is still pending



Gmail

SW M <swm@uppcb.in>

Solid Waste Annual report (2023-24) information is still pending

1 message

SW M <swm@uppcb.in>
To: sbmdlbup@gmail.com

Tue, Jan 28, 2025 at 6:44 PM

Sir,

This is to inform you that the Solid Waste Annual report (2023-24) information is still pending. It's very Urgent.
PFA



UTTAR PRADESH POLLUTION CONTROL BOARD

Ref. No H 23 602 /सी-7/विनिस-550/2025

Dated 31/01/25

सेवा में,
निदेशक,
स्थानीय निकाय निदेशालय,
गोमती नगर विस्तार-7, नियर शहीद पथ,
लखनऊ, उत्तर प्रदेश।

विषय—ठोस अपशिष्ट प्रबन्धन नियम, 2016 यथासंशोधित के प्राविधानों के अनुपालन में समस्त नगर निकायों की वार्षिक रिपोर्ट निर्धारित प्रारूप पर प्रेषित किये जाने हेतु पर्यावरण (संरक्षण) अधिनियम, 1986 की धारा-5 के अन्तर्गत निर्देश।

यह कि पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय, भारत सरकार की अधिसूचना दिनांक 08.04.2016 द्वारा ठोस अपशिष्ट प्रबन्धन नियम, 2016 अधिसूचित किये गये हैं जो कि अधिसूचना की दिनांक 08.04.2016 से प्रभावी हैं।

यह कि ठोस अपशिष्ट प्रबन्धन नियम, 2016 के नियम 24(2) द्वारा समस्त नगर निकायों को प्रारूप IV पर ठोस अपशिष्ट प्रबन्धन के संबंध में वार्षिक रिपोर्ट प्रत्येक वर्ष 30 जून तक राज्य प्रदूषण नियंत्रण बोर्ड को प्रेषित किया जाना प्राविधानित है, जिसके सुसंगत अंश निम्नवत् है—

".....(2) स्थानीय नगरीय निकाय प्रारूप IV में अपनी वार्षिक रिपोर्ट राज्य प्रदूषण नियंत्रण बोर्ड या प्रदूषण समिति और संबंधित राज्य या संघ राज्य क्षेत्र के शहरी विकास विभाग के प्रभारी सचिव या मेट्रोपालिटिन नगर की दशा में नगर पालिका प्रशासन के आयुक्त या राज्य के अन्य सभी स्थानीय निकायों के मामलों में राज्य के स्थानीय निकायों प्रभारी अधिकारी को प्रत्येक वर्ष के 30 जून या उससे पहले अग्रेषित करेगी।

(2) The local body shall submit its annual report in Form-IV to State Pollution Control Board or Pollution Control Committee and the Secretary-in-Charge of the Department of Urban Development of the concerned State or Union Territory in case of metropolitan city and to the Director of Municipal Administration or Commissioner of Municipal Administration or Officer in -Charge of Urban local bodies in the state in case of all other local bodies of state on or before the 30th day of June every year----

यह कि राज्य प्रदूषण नियंत्रण बोर्ड द्वारा उक्त नियमों के प्राविधानों के अनुपालन हेतु समस्त नगर निकायों से प्रत्येक वर्ष 30 जून तक प्राप्त रिपोर्ट को संकलित करते हुए ठोस अपशिष्ट प्रबन्धन हेतु उक्त नियमों के प्राविधानों द्वारा निर्धारित प्रारूप पर प्रत्येक वर्ष 31 जुलाई तक वार्षिक रिपोर्ट केन्द्रीय प्रदूषण नियंत्रण बोर्ड, नई दिल्ली को प्रेषित किया जाना प्राविधानित है।

यह कि ठोस अपशिष्ट प्रबन्धन नियम, 2016 यथासंशोधित के उक्त प्राविधानों के अनुपालन हेतु वर्ष 2022-23 (प्रेषण हेतु नियत तिथि 30.06.2023) की वार्षिक रिपोर्ट उ0प्र0 प्रदूषण नियंत्रण बोर्ड को प्रेषित किये जाने हेतु बोर्ड द्वारा पत्र दिनांक 11.05.2023, 21.07.2023, 04.09.2023, 13.02.2024 एवं 27.06.2024 एवं ई-मेल (sbmdlhup@gmail.com) दिनांक 11.09.2024, 13.09.2024 एवं 28.01.2025 को संबंधित विभागों को प्रेषित किया गया है (छायाप्रति संलग्न)। उक्त के कम में स्वच्छ भारत मिशन (नगरीय) द्वारा ई-मेल दिनांक 27.12.2023 के माध्यम से ठोस अपशिष्ट प्रबन्धन के संबंध में मात्र 608 नगर निकायों की वार्षिक रिपोर्ट प्रेषित की गई है। शेष निकायों के संबंध में सूचना अप्राप्त है, जिसके कारण केन्द्रीय प्रदूषण नियंत्रण बोर्ड को निर्धारित अवधि में प्रदेश की समस्त निकायों के संबंध में वार्षिक रिपोर्ट प्रेषित नहीं की जा सकी है, जो कि पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय, भारत सरकार द्वारा अधिसूचित उक्त नियमों के प्राविधानों का उल्लंघन है।

यह कि ठोस अपशिष्ट प्रबन्धन नियम, 2016 के नियम-24(3) के अन्तर्गत बोर्ड द्वारा ठोस अपशिष्ट

(2)

.....कृ०पृ०उ०

की सूचना हेतु पूर्व में निदेशक स्थानीय निकाय को दिनांक 11.09.2024, 21.11.2024, 26.11.2024, 03.12.2024, 10.12.2024, 11.12.2024 एवं 28.01.2025 को ई-मेल (sbmdlbup@gmail.com) प्रेषित किया गया था, जिसकी प्रति संलग्न है। इसके संबंध में वार्षिक रिपोर्ट (2023-24) जोकि दिनांक 31.07.2024 तक केन्द्रीय प्रदूषण नियंत्रण बोर्ड को प्रेषित की जानी थी, के क्रम में "स्वच्छ भारत मिशन नगरीय" द्वारा टोस अपशिष्ट प्रबन्धन के संबंध में 292 नगर निकायों की रिपोर्ट ई-मेल के माध्यम से प्रेषित की गयी है।

अधेतर अग्रगत करना है कि राज्य बोर्ड को समस्त नगर निकायों की पूर्ण रिपोर्ट अद्यतन तक प्राप्त न होने के कारण वर्ष 2023-24 की वार्षिक रिपोर्ट वर्तमान तक केन्द्रीय प्रदूषण नियंत्रण बोर्ड को प्रेषित नहीं की जा सकी है।

उपरोक्त तथ्यों एवं पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय, भारत सरकार द्वारा अधिसूचित टोस अपशिष्ट प्रबन्धन नियम, 2016 यथासंशोधित के प्राविधानों के अनुपालन हेतु बोर्ड को प्रदत्त शक्तियों के अधीन पर्यावरण (संरक्षण) अधिनियम, 1986 की धारा-5 के अन्तर्गत निम्नानुसार निर्देश जारी किये जाते हैं-

- 1- यह कि टोस अपशिष्ट प्रबन्धन नियम, 2016 यथासंशोधित के प्राविधानों के अन्तर्गत वार्षिक रिपोर्ट निर्धारित प्रारूप पर नियत समयावधि 30.06.2023 तक उ0प्र0 प्रदूषण नियंत्रण बोर्ड को प्रेषित न किये जाने के संबंध में कारण स्पष्ट किये जाने हेतु संबंधित अधिकारी को अपने स्तर से निर्देशित करने का कष्ट करें।
- 2- यह कि टोस अपशिष्ट प्रबन्धन नियम, 2016 यथासंशोधित के प्राविधानों के अन्तर्गत समस्त नगर निकायों की वार्षिक रिपोर्ट निर्धारित प्रारूप पर उ0प्र0 प्रदूषण नियंत्रण बोर्ड को हार्ड कापी/ई-मेल आई0डी0 ms@uppcb.in, svwm@uppcb.in एवं wmd@uppcb.in पर प्रेषित किये जाने हेतु संबंधित अधिकारी को निर्देशित करने का कष्ट करें।


कृपया उक्त निर्देशों के अनुक्रम में बोर्ड के पत्रांक एच 13150/सी-7/विविध-550/2024 दिनांक 27.06.2024 के माध्यम से वर्ष 2022-23 हेतु प्रेषित की गई थी जिसके आधार पर जिन निकायों की रिपोर्ट अप्राप्त है एवं वर्ष-2023-2024 की भी नगर निकायों की रिपोर्ट अप्राप्त है। उनकी सूची सहित संलग्न कर आपको इस आशय से प्रेषित की जा रही है कि उन नगर निकायों पर आवश्यक कार्यवाही करते हुए समस्त रिपोर्ट बोर्ड को तत्काल प्रेषित किये जाने हेतु आवश्यक निर्देश जारी करने का कष्ट करें, जिससे बोर्ड द्वारा समस्त रिपोर्ट संकलित करते हुए वर्ष-2022-23 एवं 2023-2024 की वार्षिक रिपोर्ट केन्द्रीय प्रदूषण नियंत्रण बोर्ड को प्रेषित की जा सके।

संलग्नक-उपरोक्तानुसार


(संजीव कुमार सिंह)
सदस्य सचिव

प्रतिलिपि:-

1. प्रमुख सचिव, पर्यावरण, वन एवं जलवायु परिवर्तन विभाग, उ0प्र0 शासन को सूचनार्थ प्रेषित।
2. प्रमुख सचिव, नगर विकास, उ0प्र0 शासन को सूचनार्थ एवं इस अनुरोध के साथ कि भारत सरकार द्वारा जारी उक्त अधिसूचनाओं के अनुपालन में वर्ष-2022-23 (नियत तिथि 30.06.2023) एवं 2023-2024 (नियत तिथि 30.06.2024) की वार्षिक रिपोर्ट बोर्ड को प्रेषित किये जाने हेतु अपने स्तर से सम्बन्धित को आवश्यक निर्देश जारी करना चाहेंगे।
3. अध्यक्ष, प्रदूषण नियंत्रण बोर्ड, लखनऊ को सूचनार्थ प्रेषित।
4. सदस्य सचिव, केन्द्रीय प्रदूषण नियंत्रण बोर्ड, नई दिल्ली को सूचनार्थ प्रेषित।
5. अनु सचिव, पर्यावरण, वन एवं जलवायु परिवर्तन अनुभाग, उ0प्र0 शासन को इस आशय से कि उक्त के क्रम में शासन स्तर से संबंधित विभाग को आवश्यक निर्देश जारी कराये जाने हेतु आवश्यक कार्यवाही करने का कष्ट करें।


सदस्य सचिव

ORIGINAL APPLICATION NO. 664/2024

1 message

Gautam Singh <gautamsinghh.ind@gmail.com>


Sun, Feb 2, 2025 at 11:56 PM

To: moef@nic.in

Cc: ADITYA SINGH <singh.adi340@gmail.com>, adityavaibhavsingh@protonmail.com

Sir,
PFA

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Thank you,
Regards,
Gautam Singh
Advocate,
Supreme Court of India.
Chamber No. 71,
Supreme Court Compound,
New Delhi- 110001.
Contact- +919970179706 ,
Email at - mail@gautamsinghh.com

 Annexure OA NO-664 OF 2024 2.pdf
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