

**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

...Respondents

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NDoH:13.08.2025

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Date: 11.08.2025  
Place: New Delhi

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**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 ...Respondents

**STATUS REPORT ON BEHALF OF RESPONDENT NO. 7, MUNICIPAL  
COMMISSIONER, AGRA MUNICIPAL CORPORATION IN  
PURUSANCE OF ORDER DATED 14.05.2025**

**MOST RESPECTFULLY SHEWETH:**

1. That this Hon'ble Tribunal is currently seized of the above captioned matter concerning the issue of solid waste management at the Kuberpur landfill site in Agra which falls within the Taj Trapezium Zone (TTZ) region as well as the delay of establishing the Waste to Energy plant in Agra despite the directions of the Hon'ble Supreme Court in the case of W.P. (C) No. 13381 of 1984 titled M.C. Mehta v. Union of India.
2. That this Hon'ble Tribunal issued Notice in the present case on 15.10.2024 and directed the Respondent parties to file their responses. Accordingly, the answering Respondent herein filed its Reply Affidavit on 03.02.2025 submitting the details of the waste generation, modes of remediation and status of management of legacy waste, fresh waste, construction and demolition waste as well as the operationalization of the Waste to Energy plant at Agra.
3. That, thereafter, on 04.02.2025 this Hon'ble Tribunal took on record the Reply Affidavit dated 03.02.2025 of the answering Respondent, among others and permitted the Applicant to file its Rejoinder. Subsequently, the Applicant had filed its Rejoinder on 21.04.2025 to the Reply Affidavit dated 03.02.2025 of the answering Respondent. In response, the answering Respondent submitted an

updated status report on the management of municipal solid waste in Agra on 13.05.2025 based on the actual work being executed at the ground level.

4. That on the date of last hearing i.e. 14.05.2025 this Hon'ble Tribunal examined the reports filed by the answering Respondent i.e. Agra Municipal Corporation among others. Further, certain deficiencies were observed by this Hon'ble Tribunal in the Status Report dated 13.05.2025 filed by the answering Respondent. In view thereof, the answering Respondent was directed to disclose the steps taken to remove such deficiencies in its next Report, along with the timelines/pert chart with monitoring mechanism for the Waste to Energy (WTE) plant.
5. That further, on 15.05.2025 an I.A. No. 437 of 2025 was filed by the answering Respondent for clarifying certain technical points raised by this Hon'ble Tribunal on 14.05.2025 with regard to the processing of fresh waste by the Respondent No. 7, Municipal Corporation of Agra. In this regard, the said I.A. No. 437 of 2025 provided the detailed manner in which daily fresh waste, both the wet and dry component, are being processed and managed.
6. That the answering Respondent is submitting the present Reply in pursuance of the last Order dated 14.05.2025 of this Hon'ble Tribunal wherein this Hon'ble Tribunal had *inter alia* directed the answering Respondent to file a report providing requisite details with respect to the six deficiencies/queries as mentioned in the paragraph 4 of the said Order. The same has been dealt with, point wise, in the succeeding paragraphs and the submissions made hereinafter may be read along with the Reply Affidavit dated 03.02.2025, Updated Status Report dated 11.05.2025 and I.A. No. 437 of 2025 for the Additional Documents dated 15.05.2025 filed previously by the answering Respondent in the present matter, the contents of which are not being reproduced for the sake of brevity.

The para wise response of the answering Respondent to the said queries are as follows:

“

- I. *There appears to be complete remediation of legacy waste which was 17.84,814 LMT leaving residual leftover 1,814 MT. But, except RDF there is no quantified disclosure on other bio mined fraction like stabilised material/ good earth, inerts and other recyclables and their management.*”**

7. That the answering Respondent has already completed the work of biomining the legacy waste accumulated at the Kuberpur landfill site, Agra. Specifically, a total of 17,83,000 MT legacy waste has been processed from November 2019 to February 2025 through biomining and bioremediation methods in terms of the Guidelines for Disposal of Legacy Waste (Old Municipal Solid Waste) dated February 2019 issued by the Central Pollution Control Board. Such remediation efforts have resulted in the recovery of various components such as:
- i. Good earth/bio-soil amounting to 802000 MT which is used for filling up of low-lying area at the Kuberpur site as well as for filling up the low-lying area at the site wherein the Waste to Energy plant is being established;
  - ii. Inerts amounting to 356800 MT which are also used for filling up of low-lying areas and are sold to cement plants or stored at the site for future use in the Waste to Energy plant;
  - iii. Refuse Derived Fuel (RDF) amounting to 446000 MT which, similar to the inert waste component, is used for filling up of low lying areas, sold to cement plants and stored at the site for future use in the Waste to Energy plant;
  - iv. Construction and Demolition waste amounting to 177720 MT which is used for filling up of the low-lying areas at the Kuberpur site as well as the site for future use in the Waste to Energy Plant; and

- v. Plastics amounting to 700 MT which are recyclable and are thus collected by local rag pickers and kabadiwallahs.

Amongst these components, the RDF with an approx. quantity of 446000 MT is recovered after the processing of legacy waste, from which approx. 4000-5000 MT of the RDF is transported to cement manufacturing plants at Chittorgarh and rest is stored at the site which will be utilised as a fuel in the Waste to Energy plant that is in the process of being established. It is also pertinent to highlight that such transportation is being done only for limited quantities owing to a lack of cost effectiveness in such a manner of disposal. The detailed Chart reflecting the quantities of RDF sold to Ultratech Cement Pvt. Ltd. in 2024 has been provided at Page 613 to 615 of the earlier Status Report dated 13.05.2025. Further, photographs of trucks transporting RDF had also been placed on record at Page 616 to 617 of the said Status Report dated 13.05.2025.

8. That, in order to process a larger quantum of RDF until the establishment of the Waste to Energy plant, the answering Respondent is in the process of setting up a state-of-art RDF Processing Facility of 200 TPD initially and 2000 TPD finally at the Integrated Waste Management City complex at Kuberpur. M/s Kaaps Agra Waste Processing Private Limited currently manages segregation of RDF at the site of the answering Respondent. On 23.06.2025, M/s BA Prerna Clean Earth Private Limited submitted its Expression of Interest to M/s Kaaps Agra Waste Processing Private Limited, submitting a detailed proposal for setting up the state-of -art RDF processing facility to provide a permanent, effective and scientific disposal of RDF as stipulated under the Solid Waste Management Rules, 2016. M/s BA Prerna Clean Earth Private Limited works on further segregation of RDF generated from primary legacy waste processing and, thereafter, progressively augments the same in due course. In this regard,

the Agra Nagar Nigam on 31.07.2025 has conveyed that it has no objection to Kaaps engaging BA Prerna for setting up the RDF processing facility. The negotiations between M/s Kaaps Agra Waste Processing Private Limited and M/s BA Prerna Clean Earth Private Limited have concluded and the Acceptance Letter for setting up the RDF processing facility has been finalised on 01.08.2025. A true copy of the letters dated 23.06.2025, 31.07.2025 and Acceptance Letter dated 01.08.2025 have been collectively appended herewith as **ANNEXURE R/1 (Colly)**.

9. That it is apposite to emphasize herein that “RDF” is distinct from “legacy waste” in both its physical as well as chemical characteristics. Particularly, RDF has less than half the moisture content and is composed of plastics, textiles and other materials that are non-biodegradable and possess high calorific values. A chart distinguishing RDF stack from legacy waste stack based on CPCB Guidelines dated February 2019 for Disposal of Legacy Waste has been produced at Page 610 to 611 of the earlier Status Report dated 13.05.2025.
10. That, pertinently, inert waste samples collected from the site of the 15 MW Waste to Energy (WTE) Plant of the commissionaire i.e. M/s Spaak Super Infra India Private Limited, has been periodically tested and analysed from a period of 08.02.2024 to 12.02.2024 by the ITS Testing Laboratory Private Limited, Gautam Budh Nagar, Noida to check for the parameters such as total organic carbon, moisture content and leachability in the soil. In this regard, it has been observed that all the parameters are within prescribed permissible limits and some are even below detection limits. A true copy of the last soil sample analysis report dated 12.02.2024 has been appended herewith as **ANNEXURE R/2**.

II. *The report does not disclose the extent of area recovered on account of remediation but, only mentions that greenery has been developed and C&D plant setup.”*

11. That, the remediation of legacy waste of 17,83,000 MT has resulted in the reclamation of a total of 47 acres of land at the Kuberpur Integrated Waste Management City complex, which includes the landfill site. The reclaimed land has been re- purposed for various planned uses which include the development of green space, plantation and urban forest, construction & demolition waste processing plant, a bio-CNG plant, sanitary landfill, internal roads, weighbridges, sheds, store and an administrative building. Photographs depicting the current use of the reclaimed site have been appended herewith as **ANNEXURE R/3.**

12. That a more detailed break-up of the manner in which the reclaimed land is being used has been provided hereinunder:

<b>S. NO.</b>	<b>DESCRIPTION</b>	<b>PARCEL OF LAND (IN ACRES)</b>
1.	Green Space Development	10
2.	Plantation and Urban Forest	10
3.	Construction and Demolition Processing Plant	5
4.	Bio – CNG plant	5
5.	Internal Roads, Weighbridges, Sheds, Store, Administrative building	12
6.	Sanitary landfill	5
	<b>TOTAL LAND RECLAIMED</b>	<b>47</b>

13. That, from a total of 47 acres of parcel of land reclaimed, approximately 10 acres of land is for the green space development, whereby the answering Respondent has carried out well engineered landscaping of the reclaimed land.

Further, 10 acres of reclaimed land is being used for extensive plantation and to develop an urban forest through the application of Miyawaki method of afforestation. Latest pictures of green space development and plantation have been appended herewith as **ANNEXURE R/4**.

14. That regular soil sampling is being carried out to ensure that all parameters are within permissible limits at the reclaimed site where landscaping work has been carried out at the Kuberpur Integrated Waste Management City complex. This was previously submitted by the answering Respondent in its Affidavit dated 13.05.2025 at page 626.

15. That, moreover, one part of the reclaimed land is being developed as a “Green Space” while the other part of the reclaimed land of 5 acres holds a Construction and Demolition waste processing plant of 5 TPD (operated at 20 TPD) capacity, with another Construction and Demolition waste processing plant of 150 TPD capacity in the process of being established. Before and after photographs taken of the site on 18.01.2020 and on 29.04.2025, respectively, have been previously placed on record at Page 598 to 609 through the Status Report dated 13.05.2025 of the answering Respondent.

16. That further, an approximate of 5 acres of land is being used for the establishment of a Bio-CNG plant at the landfill site. In this regard, a letter dated 07.04.2025 was issued by the Ministry of Housing and Urban Affairs to all the Municipal Commissioners and Chief Executive Officers, under the Mission Smart Cities to review the meetings of all 18 Cities under the program of City Investments to Innovate, Integrate and Sustain 2.0 (‘CITIIS 2.0’) held on 28.01.2025 and 01.02.2025. Specifically, for the city of Agra (Uttar Pradesh), the meeting was held on 01.02.2025 and was attended by the Assistant Municipal Commissioner, Agra wherein discussions were held for:

- i. Upgradation and construction of transfer stations;

- ii. RDF shredder and bailing machines;
- iii. inclusion of automatic weighbridge system and transfer station sheds; and
- iv. upgradation of biogas to Bio-CNG plant, bottling plant and storage system and Bio-CNG dispensing unit among others to provide efficient combustible waste handling system.

Further, an approximate cost of Rs. 111.98 crores were proposed for development of a comprehensive plan to ensure zero waste littering and sustainable waste management in Agra city. A true copy of the letter dated 07.04.2025 referring to the record of discussions with regard to the review of meetings of all 18 cities under CITIIS 2.0 Program held on 28.01.2025 and 01.02.2025 has been appended herewith as **ANNEXURE R/5**.

17. That, in view of the abovesaid discussions held on 28.01.2025 and 01.02.2025 under the CITIIS 2.0 Program, a Quadrilateral Agreement for the Project was executed in between the Ministry of Housing and Urban Affairs, State Government of Uttar Pradesh, Agra Nagar Nigam and Agra Smart City Limited on a Special Purpose Vehicle ('SPV') model. In this regard, most recently, on 04.08.2025, the State. Mission Director (Smart City) wrote to the Special Secretary of the Urban Development Department, State of Uttar Pradesh regarding opening of account in the Reserve Bank of India under the SNA Sparsh System for CITIIS 2.0 Component 1 Project. True copies of the Quadrilateral Agreement dated 27.02.2025 as well as the Letter dated 04.08.2025 have been appended herewith as **ANNEXURE R/6 (Colly)**.

18. That, furthermore, approximately 12 acres of the reclaimed land is being developed for internal roads, weighbridges, sheds and administrative building within the premises of the Kuberpur Integrated Waste Management City complex site. Moreover, a scientific sanitary landfill of capacity of 1.50 lacs MT

is developed for the management of rejects arising out of final processing of trommel operation and maturation at the site as per the Schedule I of the Solid Waste Management Rules, 2016. Photographs of the scientific sanitary landfill site have been appended herewith as **ANNEXURE R/7**.

“

**III. *Out of 982 TPD of waste being generated in Agra, 710 TPD is processed by Composting and 272 TPD is being landfilled. There is no disclosure of nature of waste landfilled and its compliance as per SWM Rules.***”

19. That at present there is no legacy waste processing at the site, and out of 982 TPD of waste being generated in Agra, 710 TPD is processed by Composting as routine processing work and the balance 272 TPD is processed using technologies such as composting, storage as RDF and recycling. Moreover, as there is no legacy waste processing at the site, the remaining quantity of waste is being processed separately by means of trommels and other machinery already established for the purpose of managing the erstwhile legacy waste.

“

**IV. *Quantity of compost and its quality and further use, has not been disclosed. Further, management of rejects arising out of final processing of Trommel operation and maturation is not mentioned.***”

20. That M/s Kaaps Agra Waste Processing Private Limited has been authorised by the Uttar Pradesh Pollution Control Board (UPPCB) through a letter dated 26.03.2025 to operate a Waste to Compost facility of 1200 TPD for processing, recycling, treatment and disposal of solid waste for a period of three years i.e. from 26.03.2025 to 25.03.2028. A true copy of the authorisation letter dated 26.03.2025 by the UPPCB has been appended herewith as **ANNEXURE R/8**.

21. That at present approximately 60 tonnes of the city compost are being generated from the processing of Municipal Solid Waste (MSW) which is collected and

transported at the Integrated Waste Management City complex site at Kuberpur. The same is done by M/s Kaaps Agra Waste Processing Pvt. Ltd. which is a manufacturer of city compost as defined in the Fertiliser (Control) Order, 1985 having its factories at the Waste Processing Site, Challesar village, Kuberpur, Agra, Uttar Pradesh. The said M/s Kaaps Agra Waste Processing Pvt. Ltd. has already registered with the Department of Agriculture, Uttar Pradesh under the License number: JDA FERTILISER/198/AGR/1 on 28.01.2022 for a period of five years i.e. from 28.01.2022 to 27.01.2027 for manufacturing of the city compost. A copy of the License and Memorandum of Intimation and Agreement dated 28.01.2022 is appended herewith as **ANNEXURE R/9**.

22. That, the answering Respondent has also executed an agreement with a leading compost making organisation i.e. Krishak Bharati Cooperative Limited (KRIBHCO). KRIBHCO has issued a Letter of Intent dated 01.04.2025 to M/s Indian Agro Organics (IAO), Agra for manufacturing city compost in powder form as defined in the Fertiliser (Control) Order, 1985 at the Nagar Nigam Site, in Kuberpur, Agra, for the supply of City Compost in the year 2025-26. The quantity of 4600 MT of compost is to be supplied to the State of Uttar Pradesh under the basic rate of Rs. 2995.00/MT. In this regard, a Memorandum of Agreement was made on 07.04.2025 between KRIBHCO and M/s IAO, which is valid for a period of one year. A true copy of the Letter of Intent dated 01.04.2025 and the Memorandum of Agreement dated 07.04.2025 between the KRIBHCO and M/s IAO have been appended herewith as **ANNEXURE R/10 (Colly)**.

23. That a Memorandum of Agreement dated 08.04.2025, valid for one year, was made between KRIBHCO and M/s Kaaps Agra Waste Processing Pvt. Ltd for selling the city compost through the KRIBHCO cooperative network. A true

copy of the Memorandum of Agreement dated 08.04.2025 is appended herewith as **ANNEXURE R/11**.

24. That, the quality of compost is maintained and a monthly analysis of major components and parameters of the compost is done at in house laboratories as well as from NABL accredited laboratories, as required. In this regard, the test reports from the ITS Testing Laboratory Private Limited, Gautam Budh Nagar, Noida are analysed during the period of 01.02.2025 to 05.02.2025 and most of the parameters were found to be within standards as per the limits of the Fertiliser (Control) Order, 1985, (FCO).

***V. It is disclosed that Waste to Energy Plant will be commissioned by end of June, 2026 to generate 24 MW of Power. UP PCB should examine CTE granted in the year 2022 for 15 MW which has now been enhanced to 24.70 MW. There should be monitoring mechanism ensuring proper management of bottom and fly ash. UPPCB should also ensure prescription of Standard as per SWM Rules particularly for WTE plant.”***

25. That it is reiterated that the work to establish the Waste to Energy plant is at an advanced stage and the same is projected to be successfully commissioned by June 2026 in compliance with all the legal norms and only after obtaining all necessary clearances such as No Objection Certificates/permissions from the Airports Authority of India, the Forest Department, from the Air Force Station among others.

26. That, on 07.01.2025, M/s Spaark Bresson WTE Pvt. Ltd. received its Feasibility Report by the Office of the Executive Engineer, Electricity Transmission Division -III, Agra for its under construction 24.70 MW (First Phase) up to 35 MW (Second Phase) Waste to Energy Plant at Agra.

27. That more recently, a Supplementary Power Purchase Agreement was made on 28.04.2025 between M/s Spaark Bresson WTE Pvt. Ltd. and the Uttar Pradesh

Power Corporation Ltd. Lucknow to install a 24.70 MW MSW Plant at the Village- Kuberpur, District- Agra instead of 15 MW and to export a Contracted capacity of 21 MW instead of 14MW.

28. That fly ash generation, characterisation, storage, transportation and disposal would be monitored in terms of the conditions of the Consent under the Air Act, 1981 as well as the Fly Ash Notification 2021, as amended from time to time. However, the same would be done as per law in due course and at present only piling and other construction work at site is nearing completion.

“

***VI. WTE plant and complied landfill operation should have environment compliance checks as these operations are in TTZ area. It should also be ensured that no waste is burnt which may cause impairment in ambient air quality of TTZ Area.”***

29. That the answering Respondent has been closely following the progress made by the commissionaire in establishing the Waste to Energy plant and its compliance with applicable environmental norms. A true copy of the latest photographs of the progress made with respect to the Waste to Energy plant have been appended herewith as **ANNEXURE R/12**.

30. That the answering Respondent through a letter dated 29.05.2025 has obtained Consent to Establish (CTE) for a period of 10.05.2025 to 09.05.2030 for establishing/expansion/diversification of the new unit of the M/s Spaark Bresson WTE Pvt. Ltd. by the UPPCB, as under the provisions of Water (Prevention and control of Pollution) Act, 1974 and Air (Prevention and control of Pollution) Act, 1981. A true copy of the Consent to Establish dated 29.05.2025 is appended herewith as **ANNEXURE R/13**.

31. That additionally, Swachh Survekshan for ranking of the Swachh city among all the Urban Local Bodies (ULBs) of India is organised by the Ministry of Urban

and Housing Affairs (MoHUA) every year by deputing third party. For this year (2024-2025), Agra Municipal Corporation is placed at the 10<sup>th</sup> position under million plus cities category, 15<sup>th</sup> among all the ULBs and 2<sup>nd</sup> in the state of Uttar Pradesh. Further, the Agra Municipal Corporation ensures 98 percent door to door collection of waste, 82 percent source segregation, 92 percent waste generation vs processing, 100 percent remediation of dumpsites, cleanliness of residential areas, cleanliness of market areas, water bodies and public toilets. A true copy of the Swachh Survekshan Report (2024-2025) is appended herewith as ANNEXURE R/14.

32. That, in view of the abovementioned measures being taken by the answering Respondent herein, this Hon'ble Tribunal may dispose of the present Original Application with appropriate directions.

Date: 11.08.2025  
Place: New Delhi

**DRAWN & FILED BY:**

*Anukriti Bajpai*

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**SETTLED BY:**  
Sanjay Upadhyay  
[Senior Advocate]

**IN THE HOB'BLE NATIONAL GREEN TRIBUNAL  
PRINCIPAL BENCH, NEW DELHI  
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**IN THE MATTER OF:**

Dr. Sharad Gupta

...Applicant

-Versus-

Ministry of Environment Forest and Climate Change & Ors.

...Respondent (s)

**AFFIDAVIT**

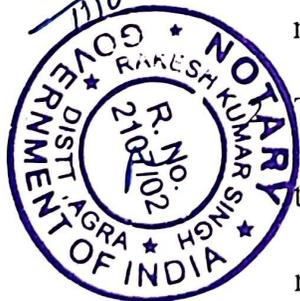
I, Ankit Khandelwal, S/o Shri Vishnu Khandelwal, aged about 36 years, resident of Agra Nagar Nigam, Agra, presently posted as Municipal Commissioner at Municipal Corporation of Agra, do hereby solemnly affirm and declare as under:

1. That I am fully conversant of the facts and circumstances of the matter and am competent to swear this affidavit.

The contents of the accompanying Status Report are true and correct to the best of my knowledge and have been drafted by the counsel on my instructions and nothing material has been concealed therefrom.

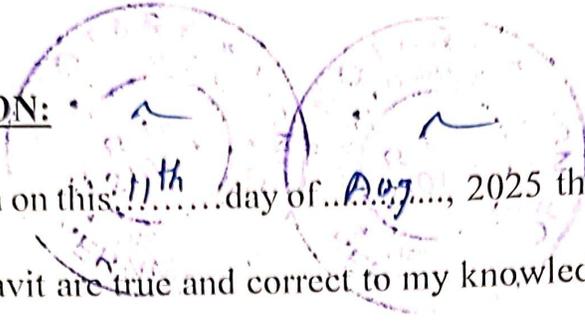
3. That the Annexures in the accompanying Status Report are true and correct to the best of my knowledge.

  
**DEPONENT**



VERIFICATION:

Verified at Agra on this 11th day of Aug, 2025 that the contents of the above affidavit are true and correct to my knowledge and belief and nothing material has been concealed there from.



  
DEPONENT



Explaind & ~~sworn~~ Ankit Kharkwal  
The Deponent wt solemnly affirms  
on oath Identified by S/O Nishmu Khandewal  
on This Day 11/8/25  
Received Rs 35

  
11/8/25



**Ref. No.** : BAPCE/25-26/KAAPSAGRA/Scientific Disposal of RDF/2306-001

**Date** : June 23, 2025

**To** : **M/s KAAPS AGRA WASTE PROCESSING PVT LTD**  
(SPAACK GROUP OF COMPANIES)  
Municipal Waste Processing Site  
Kuberpur, Agra 282006 (U.P.)

**Kind Attn** : **Mr Sanju Sharma**

**Sub.** : **EOI for Quick, Permanent, Effective and Scientific Disposal of RDF from Agra's landfill/dumping site under KAAPS management**

Dear Sir,

This has reference to your discussions and site visit to your facility by our Mr. Satish Chikodi ji.

We are presently working on the permanent, effective and scientific disposal of combustible, non-recyclable, non-degradable plastic waste – commonly referred to as Refuse Derived Fuel (RDF) strictly within the norms of the Solid Waste Management Rules, 2016.

We have developed a unique and sustainable model for RDF disposal, which addresses the issue of RDF accumulation at landfill sites that are becoming increasingly difficult to manage or utilize through cement industries. Our RDF Processing Facility is successfully operational in Himmatnagar and Surat, which has already gained attention for its contribution toward RDF eradication. We are coming up with 11 more sites in Gujarat in collaboration with Government of Gujarat and ULBs.

We want to facilitate KAAPS Agra for the segregation of the existing waste at the Agra landfills / dumping sites into different components which can be disposed appropriately as per the SWM Rules, 2016. As part of the said facilitation, we propose setting up a state-of-the-art secondary RDF Processing Facility to further segregate RDF generated from your primary legacy waste processing at your landfill / dumping site at Agra and progressively augment the same in due course of time (i.e. existing municipal solid waste being segregated into compost, inert and combustible waste / refuse derived fuel). However, the disposal of different components, especially the compost and combustible waste / refuse derived fuel would require further processing before

**BA Prerna CleanEarth Private Limited**

Page 1 of 4  
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disposal which inevitably would require separate space at the Agra landfill / dumping site itself.

We seek no processing fees, no tipping fees, and no capital subsidy from KAAPS. All we expect is segregated Combustible Waste to be made available by you at an identified location within KAAPS allocated premises.

### **Support Requested from KAAPS**

In view of the above, we would require below-mentioned support from KAAPS:

- Allocate ~3 Acres of levelled land, at the Agra Landfills / Dump Sites with an easy approach by the heavy vehicles for setting up the RDF Processing Facility on zero rental basis for a minimum period of 24 months and facilitate to receive a NOC for the land parcel for setting up the RDF Processing Facility.
- Allocate 20m x 100m covered space from your existing industrial shade with all required minimum facilities.
- Liaison with Agra Authorities and facilitate BA Prerna, alongwith requisite documentation, for all required permissions including HT power connection, Consent to Establish (CTE), Consolidated Consent to Operate (CCO), SWM Authorization, GST registration, factory and labour compliances etc;
- Grant rights for secondary process of both legacy RDF and fresh segregated by your company from daily MSW from Agra's dump sites with below bear minimum process:
  - Two stage tromeling preferably with blowers to remove fines, inert matter, and C&D materials.
  - Transport at no cost to us, primary processed and segregated RDF to the BA Prerna's RDF Processing Facility within your dump site
- Ensure minimum 6,00,000 MT (Six Lac Metric Tons) primary processed RDF (as above) in total with ample and consistent quantum supply of combustible waste, being transported at no cost to BA Prerna's RDF Processing Facility from all your processed dumps within Agra Dump site;
- Facilitate power connection (approx. ~1,000-2,000 kVA) and required utility water supply; and
- Take back inert/C&D waste at no cost to us.

In consideration of all the points mentioned above, we hereby propose below assurances to KAAPS Agra:

- Advanced Facility: Establish a state-of-the-art 200 TPD initially and then escalate up to 2000 TPD RDF Processing Facility at the Agra Landfills / Dump Sites.
- Compliance: All disposal methods in accordance with SWM Rules, 2016.
- Utility Bills: BA Prerna will directly bear the cost of power and water for its operations at standard electricity rates without additional charges for temporary connections. A calibrated sub-meter needs to be installed by KAAPS for electricity supply to BA Prerna.

### Proposal Summary / Responsibility Matrix

Task / Responsibility	BA Prerna	KAAPS
Land Allocation & RDF Supply	Set up infrastructure in 180 days from date of land handover with SWM, SPCB authorization (if any) in the name of BA Prerna	Arrange to provide clear ~3 Acres land for storage of processed material and 20m x 100 m constructed shade at KAAPS Agra site for processing. Allocation of the premises for 24 months minimum with SWM authorization (if any) available with KAAPS/Agra Municipal Corporation
Utility Services	Pay actual monthly bills for water and electricity	Facilitate ~1,000-2,000 kVA electrical connection and water supply (including permissions)
RDF Processing & Disposal	Set up RDF Processing Facility and progressively scale as per RDF availability	Ensure consistent supply of RDF as per specification, free of cost. Supervise and facilitate all coordination. Minimum assured quantum to be 6 Lac Metric Tons within 24 months or more.
Inert Disposal	Return inert and non-combustibles to KAAPS	KAAPS to collect from BA Prerna and dispose inert waste as per SWM Rules at its own costs.

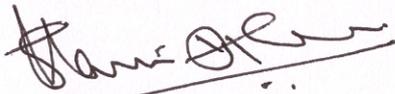
Based on the above, we request to consider our aforesaid proposal and provide us with an opportunity to work out the requirements to set up an RDF Processing Facility.

We would like to reiterate that our joint efforts can also make Agra the Swachh Taaj City of India and a role model for other cities in the country.

We look forward to your positive consideration of the above proposal.

Thanking You,

**For, BA Prerna CleanEarth Private Limited**



Samir Kothari

Group Chief Business Development Officer

Email: [samirhk@baprerna.com](mailto:samirhk@baprerna.com)

Phone: +91-98256 11875

# कार्यालय: नगर<sup>22</sup> निगम, आगरा

प्रेषक,

पर्यावरण अभियन्ता  
नगर निगम आगरा।

सेवा में,

प्रबन्धक,  
मै. काप्स आगरा वेस्ट प्रोसेसिंग प्रा.लि.,  
जी.एफ.-50 ब्लॉक-बी, एरोस गार्डन,  
चार्मवुड विलेज, फरीदाबाद, हरीयाणा-121009

पत्रांक :- 457/D/EE/2025

दिनांक:- 31/07/2025

विषय:- मै. बी0ए0 प्रेरणा क्लीन अर्थ प्रा0लि0 द्वारा आर0डी0एफ0 निस्तारण हेतु अनापत्ति के सम्बन्ध में।

महोदय,

कृपया अपने पत्र दिनांक 30.07.2025 का संदर्भ ग्रहण करें। कुवेरपुर स्थित इन्टीग्रेटेड वेस्ट मैनेजमेन्ट सिटी परिसर में मै0 बी0ए0 प्रेरणा क्लीन अर्थ प्रा0लि0 के माध्यम से आवश्यक संयंत्र स्थापित करते हुए आर0डी0एफ0 निस्तारण हेतु अनापत्ति चाही गयी है। उक्त अनापत्ति इस शर्त के साथ निर्गत की जाती है कि आर0डी0एफ0 निस्तारण प्रक्रिया में टोस अपशिष्ट नियमावली-2016 तथा लागू अन्य विधिक एवं पर्यावरणीय मानकों का अनुपालन करना सुनिश्चित किया जाये। साथ ही यह अनापत्ति मै0 काप्स आगरा वेस्ट प्रोसेसिंग प्रा0लि0 को आर0डी0एफ0 निस्तारण की जिम्मेदारी से मुक्त नहीं करती है, आर0डी0एफ0 निस्तारण संयंत्र की स्थापना एवं संचालन हेतु उ0प्र0 प्रदूषण नियंत्रण बोर्ड एवं अन्य विभागों (यदि कोई है) से भी अनापत्ति प्राप्त करने का दायित्व सम्बन्धित संस्था का ही होगा।

भवदीय,  
  
31.7.25  
पर्यावरण अभियन्ता  
नगर निगम आगरा।

प्रतिलिपि:-

1. नगर आयुक्त महोदय को सादर अवलोकनार्थ।
2. क्षेत्रीय अधिकारी, उ0प्र0 प्रदूषण नियंत्रण बोर्ड, आगरा को इस आशय के साथ कि मै0 बी0ए0 प्रेरणा क्लीन अर्थ प्रा0लि0 को मै0 काप्स आगरा वेस्ट प्रोसेसिंग प्रा0लि0 की सहयोगी संस्था के रूप में अनापत्ति निर्गत करने का कष्ट करें।

पर्यावरण अभियन्ता  
नगर निगम आगरा।

**Office: Municipal Corporation, Agra**

Sender,

Environmental Engineer,  
Municipal Corporation, Agra

To,

Manager,  
M/s Kaaps Agra Waste Processing Private Ltd,  
GF-50, Block-B, Eros Garden,  
Charmwood Village, Fardidabad, Haryana – 121009

Letter:- 457/D/EE/2025

Date: 31/07/2025

**Subject: Regarding non-objection for RDF disposal by M/s BA Prerna Clean Earth Pvt. Ltd.**

Sir,

Please refer to your letter dated 30.07.2025. No Objection has been sought for RDF disposal by setting up the necessary plant through M/s BA Prerna Clean Earth Pvt. Ltd. in the integrated Waste Management City complex located at Kuberpur. The said no Objection is issued with the condition that compliance of Solid Waste Rules-2016 and other applicable legal and environmental standards should be ensured in the RDF disposal process. Also, this no objection does not relieve M/s Kaaps Agra Waste Processing Private Ltd. from the responsibility of RDF disposal, the responsibility of obtaining no objection from UP Pollution Control Board and other departments (if any) for setting up and operating the RDF disposal plant will be of the concerned institution.

Sincerely,

S/D

Environmental Engineer

Municipal Corporation, Agra

Copy:-

1. For respectful perusal of the Municipal Commissioner.
2. To the Regional Officer, UP Pollution Control Board, Agra to issue No Objection Certificate to M/s BA Prerna Clean Earth Pvt. Ltd. as an associate organisation of M/s Kaaps Agra Waste Processing Pvt. Ltd.

Environmental Engineer

Municipal Corporation, Agra

01<sup>st</sup> Aug 2025

**BA Prerna CleanEarth Private Limited**

Q Tower B, 7th Floor, SNS Atria,  
Opp. Jolly Party Plot, Vesu,  
Gujarat, India

**Subject: Acceptance of Proposal for RDF Processing Facility at Agra Landfill Site**

Dear Mr. Samir Kothari,

We are pleased to inform you that KAAPS Agra Waste Processing Pvt. Ltd accepts your proposal for setting up a state-of-the-art RDF Processing Facility at our Agra landfill site. We appreciate the detailed presentation and proposal submitted by your team, and we are confident that your expertise and experience in RDF processing will benefit our waste management operations.

As discussed, we agree to provide the following support:

Allocate 02 Nos. of covered Shed at the Agra Landfill Sites for setting up the RDF Processing Facility on zero rental basis for a minimum period of 18 months.

Size (12 Mtr.\* 100Mtr.)

Liaise with Agra Authorities and facilitate BA Prerna for all required permissions, including HT power connection, Consent to Establish (CTE), Consolidated Consent to Operate (CCO), SWM Authorization, GST registration, factory and labour compliances, etc. **All govt. fees and charges will be bear by BA Prerna Only.**

After Processing if any inert component received from RDF that will be lift and dispose-off in KAAPS Scope.

In return, BA Prerna CleanEarth Private Limited will:

Establish a state-of-the-art 200 TPD initially and then escalate up to 2000 TPD RDF Processing Facility at the Agra Landfills Kuberpur Site.

**Registered Office :A-127, Flat No. 4, F/F, Pul Pahladpur, Delhi 110044**

**Corporate Office : GF-50, Block-V, Eros Garden, Charmwood Village, Faridabad, HR 121009**

**CIN : U90000DL2012PTC234785 | Udyam Regn No :-DL-09-0002594 | E Mail : kaapsagra@gmail.com**

**KAAPS AGRA WASTE PROCESSING PVT LTD**

Ensure compliance with Solid Waste Management Rules, 2016.  
Bear the cost of power and water for its operations.

We look forward to working with BA Prerna CleanEarth Private Limited and making Agra a cleaner and healthier city.

Please find below the details of our acceptance:

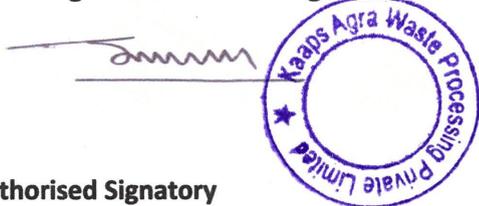
Project Location: Kuberpur, Agra  
Land Allocation: 02 Nos. Covered Shed  
Covered Space: 24m x 100m

We request you to provide a detailed project plan and timeline for implementation. We are excited to partner with BA Prerna CleanEarth Private Limited and work towards a cleaner and sustainable future for Agra.

Thank you for your proposal and we look forward to a successful partnership.

Sincerely,

**KAAPS Agra Waste Processing Pvt Ltd**

A handwritten signature in black ink is written over a blue circular stamp. The stamp contains the text "Kaaps Agra Waste Processing Private Limited" around the perimeter and a small star in the center.

**Authorised Signatory**

**Registered Office :A-127, Flat No. 4, F/F, Pul Pahladpur, Delhi 110044**

**Corporate Office : GF-50, Block-V, Eros Garden, Charmwood Village, Faridabad, HR 121009**

**CIN : U90000DL2012PTC234785 | Udyam Regn No :-DL-09-0002594 | E Mail : kaapsagra@gmail.com**



# ITS TESTING LABORATORY PRIVATE LIMITED

Laboratory: A-114, Sector-80, Phase-II Noida, Gautam Budh Nagar - 201305, (U.P.)

(An ISO 9001: 2015, ISO 14001:2015 & ISO 45001:2018 Certified Laboratory)

Website: www.itslab.in, Email: itlrlab@gmail.com, info@itslab.in, contact@itslab.in

+91 9911659800, 9305780312, 09958849764

Doc. No. – ITS/7.8-01,

Report Code: SW:080224-10, Page 1 of 2

## TEST REPORT

### Soil Sample Analysis

Report Code: SW:080224-10

Issue Date: 12/02/2024

ISSUED TO: M/S. SPAAK SUPER INFRA INDIA PRIVATE LIMITED

Kuberpur Waste Dump Yard, Near Slaughter House, Chhalesar Village,

Firozabad Mathura Road, Agra, Uttar Pradesh – 282006, India

### Sampling & Particulate Detail

Sample Description	:	Inert Sample
Sample Collected From	:	Backfilling Area at 15 MW Waste To Energy (WTE) Plant
Sample Collected On	:	07/02/2024
Sample Drawn By	:	ITS Lab Representative
Sampling Procedure	:	ITS/LAB/SAMPLING/STP/05
Sample Quantity	:	5.0 Kg. in Plastic Zip Poly Bag
Weather Condition	:	Clear Sky
Sample Received On	:	08/02/2024
Analysis Duration	:	08/02/2024 To 12/02/2024

### TEST RESULT

S. No.	Parameter	Test Method	Result	Unit
1.	pH (1:2 suspension)	IS:2720(Part-26)	7.60	-
2.	Electrical Conductivity at 25°C (1:2suspension.)	IS:2720(Part-21)	3182	µS/cm
3.	Moisture Content	IS:2720 (Part-02)	21.2	% by mass
4.	Particle Size	IS:2770 (Part-04)	(96% Material Qty pass through 4 mm sieve)	% Qty pass through 4 mm sieve
5.	Total Organic Carbon	IS:2720 (Part-21)	2.16	% By wt.
6.	Loss on Ignition	IS:2720 (Part-24)	14.8	% by mass
7.	Arsenic (as As)	US EPA-3050B	BDL (DL-0.1)	mg/kg
8.	Mercury (as Hg)	US EPA-3050B	BDL (DL-0.01)	mg/kg
9.	Lead (as Pb)	US EPA-3050B	38.70	mg/kg
10.	Cadmium (as Cd)	US EPA-3050B	2.08	mg/kg
11.	Chromium (as Cr)	US EPA-3050B	22.91	mg/kg
12.	Hexavalent Chromium (as Cr+6)	US EPA-3050B	BDL (DL-0.1)	mg/kg
13.	Copper (as Cu)	US EPA-3050B	118.54	mg/kg
14.	Zinc (as Zn)	US EPA-3050B	120.61	mg/kg
15.	Nickel (as Ni)	US EPA-3050B	38.90	mg/kg

Reviewed by

Ashish Dubey (Sr. Analyst)

Authorized Signatory



#### Terms & Conditions :

1. Test reports are valid only for the samples tested in our laboratory. 2. Samples will destroyed as per quality policy.
3. Any complaints about the report should be communicated in writing within 7 days.
4. Total liability of our laboratory is limited to invoiced amount.



# 27 ITS TESTING LABORATORY PRIVATE LIMITED

Laboratory: A-114, Sector-80, Phase-II Noida, Gautam Budh Nagar - 201305, (U.P.)  
 (An ISO 9001: 2015, ISO 14001:2015 & ISO 45001:2018 Certified Laboratory)  
 Website: www.itslab.in, Email: itlrlab@gmail.com, info@itslab.in, contact@itslab.in  
 +91 9911659800, 9305780312, 09958849764

Doc. No. – ITS/7.8-01,  
 Report Code: SW:080224-10, Page 2 of 2

S. No.	Parameter	Test Method	Result	Unit
<b>Leachability (TCLP)</b>				
1.	Arsenic (as As)	US EPA-1311	BDL (DL-0.1)	mg/l
2.	Mercury (as Hg)	US EPA-1311	BDL (DL-0.01)	mg/l
3.	Lead (as Pb)	US EPA-1311	BDL (DL-0.5)	mg/l
4.	Cadmium (as Cd)	US EPA-1311	BDL (DL-0.05)	mg/l
5.	Total Chromium (as Cr)	US EPA-1311	BDL (DL-0.2)	mg/l
6.	Zinc (as Zn)	US EPA-1311	BDL (DL-0.5)	mg/l
7.	Copper(as Cu)	US EPA-1311	BDL (DL-0.5)	mg/l
8.	Nickel (as Ni)	US EPA-1311	BDL (DL-0.2)	mg/l

**Note :-**BDL – Below Detection Limit, , DL – Detection Limit.

**Note:** - Report shall not be produce except in full without approval of the laboratory.

Reviewed by  
 Ashish Dubey (Sr. Analyst)



Authorized Signatory

\*\*\*End of Report\*\*\*

-TRUE COPY-

**Terms & Conditions :**

1. Test reports are valid only for the samples tested in our laboratory. 2. Samples will destroyed as per quality policy.
3. Any complaints about the report should be communicated in writing within 7 days.
4. Total liability or our laboratory is limited to invoiced amount.

**PHOTOGRAPHS OF THE RECLAIMED SITE**

**PHOTOGRAPH OF THE SIGN BOARD OF THE RECLAIMED SITE**



PHOTOGRAPH DEPICTING LAND FOR BIO-CNG PLANT



PHOTOGRAPH OF THE SANITARY LANDFILL SITE



PHOTOGRAPHS DEPICTING ADMINISTRATIVE BUILDING AND INTERNAL ROADS





PHOTOGRAPH DEPICTING CONSTRUCTION AND DEMOLITION WASTE PROCESSING FACILITY



**GREENSPACE DEVELOPMENT WORK AT  
KUBERPUR, AGRA**



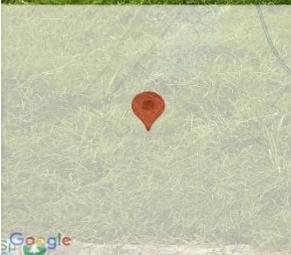
Aug 7, 2025 10:49:48 AM  
 27.209173333333336N 78.09556166666667E  
 74° E

Kuberpur  
 Agra Division  
 Uttar Pradesh  
 Altitude:107.7msnm  
 Speed:2.2km/h  
 kuberpur, Agra 282006.  
 Index number: 5



Aug 7, 2025 10:40:47 AM  
 27.207441666666668N 78.09646333333333E  
 120° SE

Kuberpur  
 Agra Division  
 Uttar Pradesh  
 Altitude:108.2msnm  
 Speed:0.0km/h  
 Index number: 2







18/ASCL/R/2025-26  
08.4.2025

F. No. K-14011/01/2025-CITIIS2.0(E9189805)  
Government of India  
Ministry of Housing and Urban Affairs  
(Mission Smart Cities)

Nirman Bhawan, New Delhi 110011  
Dated the 7<sup>th</sup> April, 2025

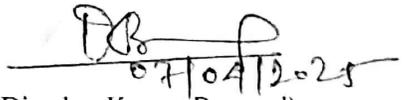
To,  
Municipal Commissioners and Chief Executives Officers  
(As per the list attached)

**Sub: Record of Discussion with regard to review meetings of all 18 Cities under CITIIS 2.0 Program held on 28<sup>th</sup> January, 2025 and 1<sup>st</sup> February, 2025.**

Madam / Sir,

I am directed to refer the review meeting of all 18 cities under CITIIS 2.0 program held on 28<sup>th</sup> January 2025 and 1<sup>st</sup> February 2025 under the Chairpersonship of JS & MD (SBM & SCM), MoHUA and to forward the Record of Discussion in this regard for necessary action.

2. This issues with the approval of competent Authority.  
Encl: As above.

  
07/04/25  
(Diwakar Kumar Barnwal)  
Under Secretary to the Govt. of India  
Tele No.23062935  
Email: dkbarnwal.edu@nic.in

GM, ASCL

CEO, ASCL  
08.04.2025

CDO ASCL  
Pr. full note.  
  
25/04/25

meeting done with CEO Sir.  
(KIF)

Sausab  
9/8/25  
(CDO)



City	Municipal Commissioner	Email	SPV CEO	Email
Agartala	Dr Shailesh Kumar Yadav	<a href="mailto:drshalleshkyadav@gmail.com">drshalleshkyadav@gmail.com</a>	Dr Shailesh Kumar Yadav	<a href="mailto:agartalasmartcityitd@gmail.com">agartalasmartcityitd@gmail.com</a>
Guwahati	Shri Megha Nidhi Dahal	<a href="mailto:guwahaticom@gmail.com">guwahaticom@gmail.com</a>	Dr. Lakshmanan S	<a href="mailto:mdsmartguwahati@gmail.com">mdsmartguwahati@gmail.com</a>
Rajkot	Shri Tushar Sumera	<a href="mailto:mc_rmc@gov.in">mc_rmc@gov.in</a>	Shri Chetan Nandani	<a href="mailto:cnandani@rmc.gov.in">cnandani@rmc.gov.in</a>
Bilaspur	Shri Amit Kumar	<a href="mailto:comm.bilaspur@gov.in">comm.bilaspur@gov.in</a>	Shri Amit Kumar	<a href="mailto:kumaramit.ism@gmail.com">kumaramit.ism@gmail.com</a>
Jaipur	Smt. Rukmani Riar	<a href="mailto:commissioner.jmc@rajasthan.gov.in">commissioner.jmc@rajasthan.gov.in</a>	Shri Arun Kumar Hasija	<a href="mailto:jscljaipur@gmail.com">jscljaipur@gmail.com</a>
Udaipur	Shri Ram Prakash Babu	<a href="mailto:commudr@gmail.com">commudr@gmail.com</a>	Shri Pradeep Singh Sangawat	<a href="mailto:pradeep.sangawat@gmail.com">pradeep.sangawat@gmail.com</a>
Agra	Sh. Ankit Khandelwal	<a href="mailto:amcagra1@gmail.com">amcagra1@gmail.com</a>	Sh. Ankit Khandelwal	<a href="mailto:agrasmartcitylimited@gmail.com">agrasmartcitylimited@gmail.com</a>
Bareilly	Sh. Sanjeev Kumar Maurya	<a href="mailto:nagarayukt.bareilly@gmail.com">nagarayukt.bareilly@gmail.com</a>	Sh. Sanjeev Kumar Maurya	<a href="mailto:bareillysmartcityitd@gmail.com">bareillysmartcityitd@gmail.com</a>
Belagavi	Smt. Shubha B	<a href="mailto:itstaff_ulb_belgaum@yahoo.com">itstaff_ulb_belgaum@yahoo.com</a>	Smt. Syeda Afreen Bellary	<a href="mailto:bscltd16@gmail.com">bscltd16@gmail.com</a>
Jabalpur	Smt. Preeti Yadav	<a href="mailto:commjabalpur@mpurban.gov.in">commjabalpur@mpurban.gov.in</a>	Sh. Anurag Singh	<a href="mailto:ceojscl@mpurban.gov.in">ceojscl@mpurban.gov.in</a>
Ujjain	Sh. Ashish Pathak	<a href="mailto:commujjain@mpurban.gov.in">commujjain@mpurban.gov.in</a>	Sh. Sandeep Shiva	<a href="mailto:ceo.uscl@mp.gov.in">ceo.uscl@mp.gov.in</a> , <a href="mailto:ujjainsmartcity@gmail.com">ujjainsmartcity@gmail.com</a>
Madurai	Sh. C Dinesh Kumar	<a href="mailto:commr.madurai@tn.gov.in">commr.madurai@tn.gov.in</a>	Sh. C Dinesh Kumar	<a href="mailto:commr.madurai@tn.gov.in">commr.madurai@tn.gov.in</a>
Thanjavur	Sh. G. Kannan	<a href="mailto:commr.thanjavur@tn.gov.in">commr.thanjavur@tn.gov.in</a>	Sh. G. Kannan	<a href="mailto:commr.thanjavur@tn.gov.in">commr.thanjavur@tn.gov.in</a>
Muzaffarpur	Sh. Vikram Virkar	<a href="mailto:muzaffarpur.ulb@gmail.com">muzaffarpur.ulb@gmail.com</a>	Sh. Vikram Virkar	<a href="mailto:muzaffarpur.ulb@gmail.com">muzaffarpur.ulb@gmail.com</a>
New Town Kolkata	Shri Prasanta Kumar Barai	<a href="mailto:ceo@nkda.in">ceo@nkda.in</a> , <a href="mailto:ceonkda@gmail.com">ceonkda@gmail.com</a>	Smt. Meghna Pal	<a href="mailto:ceonkgsecl@gmail.com">ceonkgsecl@gmail.com</a>
Panaji	Sh. Clen Maderia	<a href="mailto:commissioner@ccpgoa.com">commissioner@ccpgoa.com</a>	Sh. Sanjit Rodrigues	<a href="mailto:office@imaginepanaji.com">office@imaginepanaji.com</a>

Srinagar	Dr. Owais Ahmed	commissioner- sme@jk.gov.in	Dr. Owais Ahmed	ceo@srinagarsmart city.in
Thiruvanan thapuram	Sh. Jahangeer	jahangeersharaif@gmai l.com	Sh. Rahul Krishna Sharma	ceo@smartcitytvm. in

## RECORD OF DISCUSSION

CITIIS 2.0 project proposals review by JS &amp; MD (SBM &amp; SCM), MoHUA

## 1. SCHEDULE

Date	Time	City	Presented by	Designation
28 <sup>th</sup> January 2025- Tuesday	5:15 to 5:45 pm	Agartala	Sh. Shailesh Yadav	Municipal Commissioner
	5:45 to 6:15 pm	Guwahati	Sh. M.N Dahal	Municipal Commissioner
30 <sup>th</sup> January 2025- Thursday	01:00 to 01:45 pm	Rajkot	Sh. Tushar Sumera	Municipal Commissioner
	01:45 to 02:30 pm	Bilaspur	Sh. Amit Kumar	Municipal Commissioner
31 <sup>st</sup> January 2025- Friday	02:30 pm to 03:15 pm	Jaipur	Sh. Arun Hasija	Municipal Commissioner
	03:15 pm to 04:00 pm	Udaipur	Sh. Pradeep Sangawat	Smart City CEO
01 <sup>st</sup> February 2025- Saturday	10:30 am to 11:00 am	Agra	Sh. Ashok Kumar	Assistant Municipal Commissioner
	11:00 am to 11:30 am	Bareilly	Sh. Sanjeev Kumar Maurya	Municipal Commissioner
	11:30 am to 12:00 pm	Belagavi	Smt. Shubha B	Municipal Commissioner
	12:00 pm to 12:30 pm	Jabalpur	Sh. Anurag Singh	Smart City CEO
	12:30 pm to 01:00 pm	Ujjain	Sh. Sandeep Shiva	Smart City CEO
	01:00 pm to 01:30 pm	Madurai	Sh. Ruben Suresh	Chief Engineer
	02:00 pm to 02:30 pm	Thanjavur	Sh. G Kannan	Municipal Commissioner
	02:30 pm to 03:00 pm	Muzaffarpur	Sh. Vikram Vikar	Municipal Commissioner
	03:00 pm to 03:30 pm	New Town Kolkata	Sh. Meghana Pal	Smart City CEO
	03:30 pm to 04:00 pm	Panaji	Sh. Sanjit Rodrigues	Smart City CEO
	04:00 pm to 04:30 pm	Srinagar	Sh. Owais Ahmad	Municipal Commissioner
	04:30 pm to 05:00 pm	Thiruvanantha puram	Sh. Jahamgeer	Municipal Commissioner



## 2. PARTICIPANTS FROM MOHUA FOR THE REVIEW MEETINGS

- Smt. Roopa Mishra, JS & MD (SCM and SBM) - **Chair**
- Sh. S K Mishra, Deputy Secretary (SCM)
- Sh. V K Chaurasia (Joint Adviser - CPHEEO)
- Smt. K. Sravanthi Jeevan (Assistant Adviser, CPHEEO)
- Sh. Ankit Jain (Assistant Adviser, CPHEEO)
- Sh. J B Ravindra (SWM Consultant)
- Sh. Manoj Mathur (SWM Consultant)
- Sh. Naim Keruwala (Program Director – CITIIS)
- CITIIS 2.0 PMU team members from NIUA

## 3. TRANSVERSAL FEEDBACK FOR ALL 18 CITIES

- SPV/ ULBs are required to prepare a master plan for waste management in the city and its adjoining areas, including systemic processes for achieving circularity in the waste value chain. The plan should also focus on fostering community participation and leverage processing technologies to achieve saturation in the waste management sector.
- SPV/ ULBs are required to ensure 100% door to door collection and promote segregation at source in compliance with SWM Rules, 2016, to ensure recovery of usable materials and recycling of by-products from waste processing. Each city shall prepare a plan of action to achieve 100% door to collection and segregation at source, including the modifications in systemic processes, economic incentives, rewards & recognition, capacity building and behaviour change communication through multi-stakeholder partnerships.
- SPV/ ULBs shall plan a strategic shift towards bio-methanation as a preferred waste processing method for organic waste, considering the greater market acceptability of CBG.
- SPV/ ULBs may register their waste recycling facilities under the Extended Producer Responsibility (EPR) portal (CPCB Website) to ensure compliance with regulatory provisions and incorporate necessary value-additions.
- SPV/ ULBs are required to develop a comprehensive approach to advocacy and a system to capture process Key Performance Indicators (KPIs). These KPIs will help to track and measure progress toward the desired waste management outcomes. The KPIs shall be shared by MoHUA and NIUA shall provide continued technical assistance to SPV/ ULBs for attainment.
- Public participation and community ownership is crucial for developing a recycling-oriented society that effective use and reuse the limited resources. Each city shall constitute programs in this regard such as:

- a) **Swachh Ward Program** – The SPV/ ULBs shall organize an annual inter-ward competition in the city to drive the Swachhata ideals, and recognising the best ward through a Swachh Ward Award at a grand ceremony. The SPV/ ULBs shall also provide all the necessary support to develop the zero-waste wards. Participation of Municipal Councillors and local MLAs would be crucial for such a program.
- b) **Swachh Schools Program** – The SPV/ ULBs shall be required to implement a Swachhata curriculum in schools and provide an enabling environment for the schools to become a zero-waste schools. Detailed guidance note in this regard shall be provided by MoHUA and continued technical assistance shall be provided by NIUA.
- c) **Cleanest Beat Program** – The SPV/ ULBs shall develop a supervisory mechanism and appoint beat officers for ensuring the collection of waste, source segregation, remediation of GVPs and cleanliness of streets. A leaders board shall be developed to recognise the cleanest beat and rewarded accordingly.
- d) **Property Tax Incentives** – The ULBs shall explore introducing financial incentives through property tax rebates for households and establishments practising effective waste segregation.
- e) **Expansion of RRR Centres** – The SPV/ ULBs shall be required to expand the RRR centres in the city and modernise them into 'Zero Waste Shops' that promotes the use of recycled products.
- f) **MY Bharat Platform Integration** – The SPV/ ULBs shall be required to generate volunteer opportunities and engaged youth through the MY Bharat platform for promotion of waste segregation at source and zero waste practices.
- g) **Engagement of TULIP interns** - The SPV/ ULBs shall create internship opportunities for research on waste management and engaged interns through the TULIP platform.
- The SPV/ ULBs are required to conduct regular capacity building workshops for the waste management staff at all levels.
  - The SPV/ ULBs are required to ensure full integration with the ICCCs developed under the Smart Cities Mission for route optimisation and tracking of waste collection vehicles, as well as efficient data management.
  - The SPV/ ULBs are required to re-develop their markets and food streets with an aim to minimise waste discharge. Engagement of SHGs through convergence of NULM may be explored.



Sr. No	City	Component Proposed by the City	Feedback to the city subsequent to the review by the JS SBM & SCM	Proposed Cost (Cr.)
		<p>Adsorption System for Upgradation of Biogas to Bio-CNG; Bottling Plant and Storage System; and Bio-CNG dispensing unit</p> <ul style="list-style-type: none"> <li>Efficient Combustible Waste Handling system, with RDF shredder and Bailing machines</li> <li>Smart Waste connect to ICCC</li> </ul>	<ul style="list-style-type: none"> <li>A user fee should be levied by the ULB to the Petha waste generators, for collecting and processing the petha waste.</li> <li>Petha waste-based bio-methanization proposal seems feasible with 100% segregation at source and adequate supply chain to processing plants.</li> <li>The SPV/ ULB may explore special initiatives for Yamuna.</li> </ul>	
3	Bareilly (Uttar Pradesh)	<ul style="list-style-type: none"> <li>Green Fleet Initiative for Primary and Secondary Waste Transport, including road sweeping</li> <li>Setting up of Floral waste Management Center; and a Coconut waste Management Center</li> <li>Centralized wet waste processing facility by setting up 80 TPD Compressed BioGas (CBG) cum Bio Fertilizer Plant</li> <li>Enabling City Level ICT based Monitoring System for SWM Services</li> </ul>	<ul style="list-style-type: none"> <li>A life assessment of the existing fleet may be conducted by the SPV/ ULB before replacement.</li> <li>Augmentation of Dhalaos may be revisited; and locations for establishment of transfer stations may be explored to achieve 100% dhalaos free city.</li> <li>OWCs shall be installed by bulk waste generators as their responsibility OR instruct them to send their segregated waste to the proposed CBG plant for processing.</li> <li>Bareilly has a rich cultural heritage which needs to be made into a brand story and utilised for citizen engagement.</li> <li>Utilisation of cane and bamboo waste, which is available in abundance in the area, may be explored for the processing facilities to be developed by the ULB.</li> </ul>	77.58
4	Belagavi (Karnataka)	<ul style="list-style-type: none"> <li>100TPD CBG Plant; and 25TPD C&amp;D Plant</li> <li>Setting-up of Dry waste collection centers and secondary transfer stations</li> </ul>	<ul style="list-style-type: none"> <li>Belagavi is a culturally rich city which also serves as the winter capital of Karnataka; waste management of the city should be of the highest standards.</li> <li>The heritage and culture of the city may be developed into a brand story for citizen engagement.</li> </ul>	127.93



Sr. No	City	Component Proposed by the City	Feedback to the city subsequent to the review by the JS SBM & SCM	Proposed Cost (Cr.)
		<ul style="list-style-type: none"> <li>• Strengthening of the existing workshop / service centre of the waste collecting vehicles</li> <li>• Procurement of automatic sweeping machines, equipment for cleaning manholes, water jetting machines etc.</li> <li>• Strengthening the ICCC</li> </ul>	<ul style="list-style-type: none"> <li>• The SPV/ ULB should adopt a comprehensive approach to integrate MSMEs and agri-waste from the adjoining areas into its waste processing facilities.</li> <li>• The cost of the proposed C&amp;D plant and ICCC is very high and need to be rationalised.</li> <li>• The component of Rs 20 crore for setting-up ambient air quality monitoring stations may be removed.</li> </ul>	
5	Bilaspur (Chhattisgarh)	<ul style="list-style-type: none"> <li>• Procurement of collection and transportation vehicles</li> <li>• Setting-up of a 100TPD MRF; C&amp;D Plant; Transfer Stations</li> <li>• Depot with a CNG Filling Station and allied Infrastructure</li> <li>• Weed Harvester for Floating Weed; System to Prevent Throwing Puja Waste</li> </ul>	<ul style="list-style-type: none"> <li>• The SPV/ ULB may develop a time-distance model to assess the requirement of transfer stations (TS) and revise the proposed quantity (6 units) accordingly.</li> <li>• For the procurement of vehicles, a life assessment of the existing fleet may be conducted by the SPV/ ULB.</li> <li>• The SPV/ ULB may also explore a service model for waste collection instead of procuring the vehicles on its own.</li> </ul>	109.08
6	Guwahati (Assam)	<ul style="list-style-type: none"> <li>• Procurement of collection and transportation vehicles</li> <li>• 50 TPD transfer station</li> <li>• Setting-up of a 100TPD MRF facility; 100TPD C&amp;D waste collection &amp; Processing Facility; and 200 TPD Waste to Compost cum RDF Facility</li> <li>• Development of a Guwahati Circularity Observatory</li> </ul>	<ul style="list-style-type: none"> <li>• The cost of a compost plant may be revisited.</li> <li>• The C&amp;D waste collection and processing plant may be re-assessed for better utilisation.</li> <li>• The SPV/ ULB may considering setting-up of a Waste-to-energy plant at a regional level; while the plant may be operated by the SPV/ ULB, the land may be outside the municipal limits and cater to waste of multiple local bodies in the region.</li> <li>• For the procurement of vehicles, a life assessment of the existing fleet may be conducted by the SPV/ ULB.</li> </ul>	127.0

Sr. No	City	Component Proposed by the City	Feedback to the city subsequent to the review by the JS SBM & SCM	Proposed Cost (Cr.)
		<ul style="list-style-type: none"> <li>ICT interventions- Field Staff Attendance System</li> </ul>		
7	Jabalpur (Madhya Pradesh)	<ul style="list-style-type: none"> <li>Procurement of collection and transportation vehicles</li> <li>Setting-up of a 600TPD pre-segregation and sorting plant</li> <li>200TPD Bio-CNG Plant</li> <li>Automation of the existing transfer stations and MRFs</li> <li>Monitoring and Management Dashboard of SWM with IoT</li> </ul>	<ul style="list-style-type: none"> <li>The existing proposal seems to build over capacity infrastructure which may prove to be economically unviable. A Master Plan has to be prepared detailing the transition to separate dry and wet waste processing, functioning of the existing Waste-to-Energy Plant in the future and augmentation of the proposed components.</li> <li>A detailed mass balance chart and requirement of processing facilities need to be assessed with current infrastructure.</li> <li>Establishment of a 200 TPD bio-CBG plant over existing 600 TPD WtE plant requires further feasibility analysis.</li> <li>The capacity of 600 TPD MRF/ pre-sorting unit is not justified and needs re-assessment. Provisions of source segregation need to be implemented.</li> <li>Several processing plants have already been approved under SBM. Thus, duplication should be avoided.</li> <li>There is a heavy emphasis on vehicles and transfer stations in the proposal, which needs to be re- assessed.</li> <li>The proposal needs to be clearly examined from the point of view of waste characterisation, waste generation, current treatment facilities and approval of other components in SBM.</li> </ul>	114.38

Sr. No	City	Component Proposed by the City	Feedback to the city subsequent to the review by the JS SBM & SCM	Proposed Cost (Cr.)
8	Jaipur (Rajasthan)	<ul style="list-style-type: none"> <li>3 Mechanized Transfer Stations of 300 TPD</li> <li>Setting-up of an Integrated Solid Waste Management Facility at Sevapura</li> <li>Zero Waste Plant at income tax building of 1TPD capacity</li> <li>Strengthening the ICCC</li> </ul>	<ul style="list-style-type: none"> <li>A time-distance analysis should be conducted for route optimization, fuel efficiency, and waste distribution at the proposed Transfer Stations.</li> <li>As per SWM Rule, 2016, segregation at source needs to be ensured so that recyclables can be recovered profitably and quality RDF can be provided to the WTE plant for better efficiency.</li> <li>The feasibility of the zero waste plant at the income tax building of 1TPD needs to be re-assessed.</li> </ul>	169.15
9	Madurai (Tamil Nadu)	<ul style="list-style-type: none"> <li>600 TPD Waste to Energy Plant to be developed on PPP basis</li> </ul>	<ul style="list-style-type: none"> <li>The cost (350.04 cr.) of the proposed waste to energy plant seems high and may needs to be re-assessed.</li> <li>A detailed mass flow chart may be prepared with all current processing facilities to assess the requirement of 600 TPD WTE plant.</li> </ul>	279.3
10	Muzaffarpur (Bihar)	<ul style="list-style-type: none"> <li>Procurement of collection and transportation vehicles</li> <li>Setting-up of a 100TPD semi-automated MRF</li> <li>50TPD CBG Plant</li> <li>100TPD Compost Plant</li> <li>3 Transfer Stations</li> <li>Digital interventions</li> </ul>	<ul style="list-style-type: none"> <li>As per the SWM Rule, 2016, segregation at source needs to be enforced by ULB for successful implementation of the proposed components.</li> <li>The SPV/ ULB may prepare a comprehensive plan including proposed components/ approved under SBM and rationalisation of facilities for effective waste management.</li> <li>The SPV/ ULB may discuss with the CPHEEO/SBM and CITIIS-PMU to finalize the requirements of various proposed facilities.</li> <li>The SPV/ ULB may revisit the capacity of the CBG plant and Compost plant as per the requirement. The large capacity of the CBG Plant may be considered for its economic viability.</li> </ul>	130.42

Sr. No	City	Component Proposed by the City	Feedback to the city subsequent to the review by the JS SBM & SCM	Proposed Cost (Cr.)
			<ul style="list-style-type: none"> <li>The city may explore cluster based approaches to increase financial viability of the proposed facilities and resolve land issues of other adjoining ULBs.</li> <li>The ULB has to notify this proposed facility in the master plan as per SWM Rule, 2016.</li> </ul>	
11	New Town Kolkata (West Bengal)	<ul style="list-style-type: none"> <li>Procurement of collection and transportation vehicles</li> <li>2 Integrated Solid Waste Treatment Plants</li> <li>Digital interventions</li> </ul>	<ul style="list-style-type: none"> <li>The cost and number of collection &amp; transportation vehicles may be rationalised.</li> <li>The proposed components need good quality segregated waste. A comprehensive strategy need to be implemented to achieve 100% source segregation of waste.</li> <li>An institutional mechanism need to be developed, including an agreement with Nabadiganta Industrial Township Authority and the Panchayat Samiti before consideration of the plan.</li> </ul>	164.63
12	Panaji (Goa)	<ul style="list-style-type: none"> <li>Procurement of collection and transportation vehicles</li> <li>Modernization and upgradation of the existing MRF</li> <li>20TPD Decentralized wet waste treatment facility</li> <li>IT Infrastructure &amp; Center for Circularity - Integrated Waste</li> </ul>	<ul style="list-style-type: none"> <li>The city has proposed bins costing Rs 10.17 crore. Procurement of bins through CITIIS 2.0 funds may be re-assessed.</li> <li>The SPV has proposed IT interventions costing Rs 24.3 crore which may be re-assessed.</li> </ul>	86.86
13	Rajkot (Gujarat)	<ul style="list-style-type: none"> <li>Modernization of the 200 TPD Transfer Station at Raiyadhar and KSD respectively</li> </ul>	<ul style="list-style-type: none"> <li>A cluster-based approach with nearby ULBs may be explored for the processing facilities.</li> <li>MRFs may be registered on EPR Portal as a recycling unit.</li> </ul>	138.55

Sr. No	City	Component Proposed by the City	Feedback to the city subsequent to the review by the JS SBM & SCM	Proposed Cost (Cr.)
		<ul style="list-style-type: none"> <li>• Setting-up of a 300 TPD automated MRF at Nakrawadi</li> <li>• 200 TPD C&amp;D Plant at Motamava</li> <li>• Procurement of collection and transportation vehicles</li> </ul>	<ul style="list-style-type: none"> <li>• A fee-based model may be facilitated the introduction of biogas initiatives at the city level.</li> <li>• A detailed breakdown of the expenditure-revenue model for waste collection, including per ton/per capita costs, needs to be provided in the proposal.</li> <li>• A comprehensive action plan for the utilization of material recovered from the C&amp;D Waste Processing Plant with respect to circularity needs to be prepared.</li> </ul>	
14	Srinagar (Jammu & Kashmir)	<ul style="list-style-type: none"> <li>• Setting-up of a 700 TPD pre-processing and sorting unit</li> <li>• Setting-up of a 300 TPD RDF to charcoal plant</li> <li>• 50KLD Leachate Treatment Plant</li> <li>• Digital interventions</li> </ul>	<ul style="list-style-type: none"> <li>• A comprehensive plan may be developed to ensure zero waste littering and sustainable waste management in the city.</li> <li>• A detailed mass balance chart and requirement of processing facilities need to be assessed with current infrastructure.</li> <li>• The SPV/ ULB is required to ensure that there is no overlap of components proposed under SBM and CITIIS 2.0.</li> <li>• A feasibility assessment with forward linkages needs to be done before finalisation of treatment technology to ensure that there is zero landfill discharge.</li> <li>• The ULB must ensure to put up a strong SWM team under the leadership of the Municipal Commissioner for successfully implementing the projects and ensure enforcement of the processes.</li> <li>• The city must target to become a 5 star city in the next two years.</li> </ul>	121.99

Sr. No	City	Component Proposed by the City	Feedback to the city subsequent to the review by the JS SBM & SCM	Proposed Cost (Cr.)
15	Thanjavur (Tamil Nadu)	<ul style="list-style-type: none"> <li>• Procurement of collection and transportation vehicles</li> <li>• Augmentation of Two Transfer Stations with 75TPD capacity each (North &amp; South Zone)</li> <li>• Setting-up of a 50 TPD MRF and 100TPD Compost Plant</li> </ul>	<ul style="list-style-type: none"> <li>• A detailed need assessment of various types of vehicles may be done before consideration. The number of tractors with front loaders needs to be re-evaluated.</li> <li>• The SPV/ ULB needs to have a streamlined approach for bulk haulage, use of a single type of vehicle for waste collection rather than vehicles of varying capacities.</li> <li>• The SPV/ ULBs must explore options for a centralized waste treatment facility in place of eight separate small waste management facilities.</li> <li>• The need for an RDF plant should be re-examined and a MRF may be set up rather than investing in an advanced baler system.</li> </ul>	126.95
16	Thiruvananthapuram (Kerala)	<ul style="list-style-type: none"> <li>• Redevelopment of the RRFs, MCFs and MRFs across the city through procurement of plants &amp; machinery, technology and civil &amp; electrical works</li> <li>• Land development at RRFs, MCFs and MRFs (Include Labs)</li> <li>• Procurement of mini lorries for movement from MRF to RRF</li> <li>• Digital interventions</li> </ul>	<ul style="list-style-type: none"> <li>• Enforcement of provisions of SWM Rule, 2016 for source segregation to provide pure organic waste for up-coming 150 TPD CBG Plant is required.</li> <li>• The ULB must improve collection efficiency and address the ongoing issue for efficient waste collection from households.</li> <li>• The ULB must review and introduce processes as per the SWM Rule, 2016 and Swachh Sarvekshan guidelines.</li> </ul>	125.78
17	Udaipur (Rajasthan)	<ul style="list-style-type: none"> <li>• Procurement of collection and transportation vehicles</li> <li>• 100TPD Mechanized Transfer Stations at Paldi, Amberi and Bedwas</li> </ul>	<ul style="list-style-type: none"> <li>• A detailed mass balance chart and requirement of processing facilities need to be assessed with current infrastructure to avoid overcapacity in the processing facility.</li> </ul>	167.257

Sr. No	City	Component Proposed by the City	Feedback to the city subsequent to the review by the JS SBM & SCM	Proposed Cost (Cr.)
		<ul style="list-style-type: none"> <li>• Augmentation of existing MRF facilities; 60TPD Compost Plant; 30TPD MRF at Titardi</li> <li>• Setting-up of 100 TPD Bio-CNG Plant and 300 TPD Compost Plant</li> <li>• Establishment of flower waste processing facility</li> <li>• Digital interventions</li> </ul>	<ul style="list-style-type: none"> <li>• A time-distance analysis should be conducted for route optimization, fuel efficiency, and waste distribution at the proposed transfer stations.</li> <li>• A detailed breakdown of the expenditure-revenue model for waste collection, including per ton/per capita costs, needs to be provided in the proposal.</li> <li>• The tipping fee model for the existing transfer station should be made more cost-effective.</li> <li>• According to the new amendments in the draft SWM Rules, 2025, a landfill fee-based model may be explored for the proposed sanitary landfill (SLF).</li> <li>• An action plan for material recovery, along with O&amp;M model, needs to be assessed for all the proposed facilities</li> </ul>	
18	Ujjain (Madhya Pradesh)	<ul style="list-style-type: none"> <li>• Setting-up of a 150 TPD automated MRF at Gondiya; 5TPD Plastic recycling and upcycling unit; 5TPD Paper recycling unit</li> <li>• Upgradation of existing 5 TPD Bio-methanation Plant at Maxi Road; Construction of 5 TPD Bio-methanation Plant</li> <li>• Upgradation of existing 5 TPD floral waste Plant to 10 TPD</li> <li>• Construction of new Transfer Stations and Upgradation of existing Transfer Station at Gau Ghat</li> </ul>	<ul style="list-style-type: none"> <li>• The cost of upgrading an existing bio-methanation plant of (5 TPD) is Rs 5 crore whereas the existing norm in SBM for upgradation of such plants is Rs 18 crore for 100 TPD. The cost may be re-assessed.</li> <li>• A detailed need assessment of various types of vehicles (e.g. animal transport) needs to be done before consideration. The cost of all the proposed components need to be re-examined.</li> <li>• The ULB has informed that GAIL is going to establish a CBG plant. Hence, 100% supply of pure segregated wet waste for this plant for better efficiency must be ensured.</li> <li>• Accordingly, the city is required to prepare a detailed mass balance chart and requirements of processing facilities to avoid overcapacity in the processing facility.</li> </ul>	131.61

Sr. No	City	Component Proposed by the City	Feedback to the city subsequent to the review by the JS SBM & SCM	Proposed Cost (Cr.)
		<ul style="list-style-type: none"><li>• Procurement of collection and transportation vehicles</li><li>• Development of Mahakal Lok Zero Waste corridor</li><li>• Digital interventions</li></ul>	<ul style="list-style-type: none"><li>• For carcass management, the city may contact the Ministry of Fisheries, Animal Husbandry and Dairying to avail the fund under Animal Husbandry Infrastructure Development (AHIDF).</li></ul>	



सत्यमेव जयते

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INDIA NON JUDICIAL

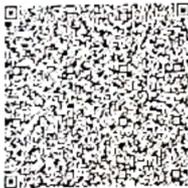
ANNEXURE R/6

[Colly]

## Government of National Capital Territory of Delhi

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### City Investments to Innovate, Integrate and Sustain (CITIIS) 2.0 Program

**CITIIS 2.0 Quadrilateral Agreement for the Project**  
**Fostering Circular Economy through Comprehensive Integrated Municipal Solid Waste Management**

Signed between

Ministry of Housing and Urban Affairs – Government of India  
 State Government of Uttar Pradesh  
 Agra Nagar Nigam, and  
 Agra Smart City Limited

#### Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

1



## Whereas:

- The CITIIS 2.0 program was approved by the Cabinet on 31<sup>st</sup> May 2023.
- The CITIIS 2.0 Operational Guidelines were launched on 09<sup>th</sup> October 2023 by the Minister of Housing and Urban Affairs.
- An Office Memorandum was issued by the Ministry of Housing and Urban Affairs (MoHUA) on 17<sup>th</sup> October 2023 and subsequently on 27<sup>th</sup> March 2024 designating the National Institute of Urban Affairs (NIUA) as the CITIIS 2.0 Program Management Unit (PMU).
- The CITIIS 2.0 Challenge was launched on 16<sup>th</sup> November 2023 by the Union Cabinet Minister of Housing & Urban Affairs.
- A Credit Financing Agreement (CFA) was signed on 06<sup>th</sup> December 2023 between the French Development Agency (AFD) and the Government of India to implement the "CITIIS 2.0 program".
- A Credit Financing Agreement (Loan Agreement) was signed on 08<sup>th</sup> December 2023 between the Kreditanstalt für Wiederaufbau (KfW) and the Government of India to implement the "CITIIS 2.0 program".
- The results of the CITIIS 2.0 Challenge were announced on 04<sup>th</sup> March 2024 by the Union Cabinet Minister of Housing and Urban Affairs.
- The CITIIS 2.0 Initiation Workshop was held on 16<sup>th</sup> May 2024 at the India Habitat Centre, New Delhi, which marked the launch of the program's Maturation Phase.
- A Grant Facility Agreement was signed on 31<sup>st</sup> May 2024 between AFD and the Government of India to implement the "CITIIS 2.0 program".

Between (four parties)

The Ministry of Housing and Urban Affairs.

- Represented by the Joint Secretary & Mission Director (SBM) who is duly authorized to sign this agreement

The State Government

- Represented by Additional Director, Directorate of Urban Local Bodies, UP who is duly authorized to sign this agreement

The Urban Local Body

- Represented by MUNICIPAL COMMISSIONER, who is duly authorized to sign this agreement

The Smart City SPV (Project Owner) - Agra Smart City Limited

- Represented by MUNICIPAL COMMISSIONER & CEO, SMART CITY, who is duly authorized to sign this agreement

(Hereinafter jointly referred to as the "Parties" and individually as a "Party")

## Clause 1. OBJECTIVE AND SCOPE

- 1.1. The CITIIS 2.0 project by Agra Smart City Limited has been selected under the CITIIS 2.0 Challenge as one of the beneficiaries for technical and financial assistance.

- 1.2. The purpose of this CITIIS 2.0 Quadrilateral Agreement (known as the "Agreement") is to determine the conditions under which MoHUA, the State, the ULB and the SPV participate in the financing of studies, work, and other activities related to the Maturation Phase, implementation and capitalization, as part of the project.
- 1.3. It sets the tentative funding breakdown depending on the nature and support required by the SPV for implementing the project successfully.
- 1.4. Subsequent amendments, if any, shall be attached to this agreement during the course of implementation, in accordance with the directions of the CITIIS Apex Committee.
- 1.5. As per Clause 5.3 of the Operational Guidelines for CITIIS 2.0, during the Maturation Phase, the SPVs are required to provide eight key deliverables, namely, Baseline Study and Report, PLF – Project Logical Framework (Draft and Final), Feasibility Study, Detailed Project Report, E&S Screening Report, Stakeholder Engagement Plan, E&S Impact Assessment & Mitigation Measures, and E&S Management Plan and additional plans. The E&S-related deliverables should meet the requirements as per the Environmental and Social Commitment Plan (ESCP). The Maturation Phase deliverables shall be approved by the CITIIS Apex Committee.

## **Clause 2. DEFINITIONS AND ACRONYMS**

- 2.1 The term "PMU" (Program Management Unit) refers to the National Institute of Urban Affairs.
- 2.2 The term "Project Owner" refers to the Smart City Special Purpose Vehicle (SPV) in charge of implementing the Smart City's proposal at the city level. This is the legal entity responsible for the implementation of the Smart City's proposal and its innovation component under the CITIIS 2.0 program, represented by a qualified person to sign the framework agreement for the project. She/he is responsible for the execution of the CITIIS 2.0 project, which includes all program deliverables during the maturation, implementation, collaboration, coordination, monitoring, communications, tendering, and execution phases of the program and justifies its progress. The Project Owner is responsible for mobilizing the dedicated resources to carry out the actions in coherence with the overall project.
- 2.3 The term "confidential information" means all information and documents, whatever their nature, and, in particular, technical, commercial, strategic or financial, and regardless of the medium, written or printed, software, products, reports, narratives, financial statements, forecasts, market and other studies, submitted as confidential by one Party and forwarded to the other in writing in strict compliance with this Grant Agreement.

### **Expressions and terms specific to CITIIS 2.0 are the following:**

- 2.4 The term "CITIIS 2.0 Quadrilateral Agreement" means the agreement signed between MoHUA, the State Government, the Urban Local Body and the winning Project Owner (SPV) of the CITIIS 2.0 Challenge. This agreement sets the framework for the Maturation and Implementation Phases of the project.
- 2.5 The term "CITIIS 2.0 Operational Guidelines" refers to the Operational Guidelines for the CITIIS 2.0 program, published on <https://citiis.niua.in>.

- 2.6 The term "CITIIS 2.0 Challenge" refers to the call for projects launched on 16 November 2023 by MoHUA.
- 2.7 The term "CITIIS 2.0 Project" refers to all the operational actions to be taken during the Maturation and Implementation Phases of the project, co-financed by the CITIIS 2.0 program.
- 2.8 The term "CITIIS 2.0 Project Bank Account" refers to a bank account opened by the Project Owner and specially dedicated to the CITIIS 2.0 project.
- 2.9 The "Project Logical Framework" (PLF) refers to the document detailing the project's objectives, results and activities as well as its follow-up indicators.
- 2.10 The term "Results-Based Management (RBM)" means an easy-to-use, step-by-step monitoring tool for the SPV to monitor the project indicators defined in the PLF.
- 2.11 The term "CITIIS Expertise" refers to the technical support provided by the PMU to the Project Owner through (i) a dedicated expert providing technical assistance and support on integrated waste management, (ii) a pool of transversal experts providing expertise on several cross-cutting topics, such as integrated waste management, climate change, environmental and social safeguards, general stakeholder engagement, capacity building, monitoring and evaluation, and procurement, especially with respect to the Indian context.
- 2.12 The terms "Maturation" or "Maturation Period" or "Maturation Phase" refers to the period aimed at strengthening and refining the selected projects through CITIIS expertise. During this period, the selected Smart City SPVs will work with the experts to develop the project documents and enhance the quality of the project proposal, particularly in accordance with the CITIIS 2.0 program's main objectives (promoting a circular economy with focus on integrated waste management). **The Maturation Phase was launched on 16<sup>th</sup> May 2024 through an Initiation Workshop held in New Delhi. No work or/and procurement except for project experimentation and design testing shall be initiated by the Project Owner during this phase.**
- 2.13 The term "Maturation Phase Final Report" (MPFR) refers to the document prepared by the CITIIS 2.0 expertise at the end of the Maturation Phase to present the final and mandatory deliverables of the Maturation Phase along with their recommendation for the Implementation Phase.
- 2.14 The term "CITIIS 2.0 Maturation project grant" means the budget allocated by MoHUA, which will be up to 10% of the approved grant, as the first advance/tranche to be disbursed during the Maturation Phase.
- 2.15 The term "Apex Committee" means the committee in charge of the selection of projects and the implementation of the CITIIS 2.0 program. The Apex Committee provides guidance and senior-level leadership, oversight and control over the program. Its main responsibility is to ensure the program meets the initial expected outcomes as defined in the CFA. The Apex Committee is composed of the representatives of MoHUA, AFD, KfW, Delegation of the European Union, and NIUA. The Secretary, MoHUA shall be the Chair of the Apex Committee. The Program Director, CITIIS at NIUA shall serve as the Secretary of the Apex Committee.

- 2.16 The States Governments of India are the primary stakeholders of the AFD/KfW loan along with GoI. They will receive the funds awarded by MoHUA and transfer them as a grant to the awarded SPVs within two weeks of the date of receipt of funds. The awarded States shall pay back their share of the loan amount, i.e., 50% of the total CITIIS 2.0 grant, principal and interest thereon once the repayment of the loan starts.

### **Clause 3. ENTRY INTO FORCE, DURATION AND TERMINATION**

- 3.1. The Agreement shall enter into force on the day of its signing by the Parties and the end date of the validity of the agreement is 31<sup>st</sup> December 2028.
- 3.2. The date of project commencement is 04<sup>th</sup> March 2024, when the winners of the CITIIS 2.0 Challenge were announced by the Minister of Housing and Urban Affairs. The end of execution shall be not later than 31<sup>st</sup> December 2028. The Project Owner commits to this schedule and the submission of deliverables within the framework of the schedule of realization.
- 3.3. MoHUA may terminate the Agreement in the event that the Credit Financing Agreement/Loan Agreement signed between the Government of India and AFD/KfW is terminated. This termination does not entitle the Project Owner to any compensation whatsoever.

### **Clause 4. INSTITUTIONAL ARRANGEMENT**

The SPV Agra Smart City Limited has been selected under Component 1 of the CITIIS 2.0 program by the Apex Committee decision dated 23<sup>rd</sup> February 2024 related to the selection of the awarded project.

The CITIIS 2.0 project will be implemented by the SPV Agra Smart City Limited, under the supervision of MoHUA, the PMU, and the guidance of the domestic experts assigned by the PMU. The Apex Committee shall periodically assess the progress of the project.

The role and commitment of each of the parties shall include, but not be limited to, the following:

#### **4.1 Role and commitment of MoHUA**

As the primary beneficiary of the loan agreement signed with AFD and KfW, MoHUA shall release the funds to the respective State Governments as per the drawdown mechanism mentioned in Clause 6. MoHUA shall supervise the implementation of the program through the PMU set up at NIUA.

#### **4.2 Role and commitment of the State Government**

The State Government shall repay 50% of the CITIIS grant, and the interest thereon, provided to the SPVs in their State, as mentioned in Clause 5. The State Government shall be responsible for releasing the funds received from MoHUA as a grant to the Project Owner as per Ministry of Finance guidelines. The State Government shall also monitor the progress of the projects. **The State Mission Director (SBM-U) may be designated as the State Nodal Officer for the CITIIS program.**

#### **4.3 Role and commitment of the SPV**

As the final beneficiary of the grant, the SPV shall be responsible for the overall maturation and implementation of the project under the guidance of the assigned experts and the supervision of the

PMU. The SPV shall work and coordinate with the ULB throughout the program period for the successful maturation and implementation of the project.

#### 4.4 Role and commitment of the ULB

The ULB has the mandate for solid waste and liquid management within its jurisdiction. The ULB shall be responsible for enabling and supporting the SPV in the maturation and implementation of the project under CITIIS 2.0.

### Clause 5. FINANCIAL COMMITMENT

- 5.1. The tentative total cost of the CITIIS 2.0 project is INR 139.58 Crore.
- 5.2. **The tentative grant allocated for the project is INR 100 Crores.** Given the tentative grant allocation, there is a likelihood of modification subjected to actual DPR, project appraisal, tender cost etc.
- 5.3. The awarded SPV is required to deposit the own-source funds in the dedicated CITIIS Bank Account before the end of the Maturation Phase to abide by the co-construction view of the project. The own-source funds shall be mobilised through the SPV, ULB or the State Government. The CITIIS 2.0 grant shall be a maximum of 80% of the total project cost (90% in the case of North-Eastern and Hill States).
- 5.4. The schedule of payment is detailed in Clause 6 (“Drawdown of Funds”).
- 5.5. The CITIIS 2.0 implementation grant amount may be reviewed at the end of the Maturation Phase based on the submission of the CITIIS 2.0 Maturation Phase documents which will include the Maturation Phase Final Report and the Detailed Project Report (DPR). The trigger of the Implementation Phase will be approved by the CITIIS Apex Committee.
- 5.6. The Government of Uttar Pradesh agrees to repay 50% of the CITIIS 2.0 grant and the interest thereon. The State Government order endorsed by the State Finance Department for Uttar Pradesh is attached to this agreement (Annexure 1).
- 5.7. With regard to the interest rate on the loan, the CITIIS 2.0 program has external financing of EUR 100 million each from AFD and KfW. The financing terms of the two Loan Agreements, signed separately with AFD and KfW, are different, the details of which are as follows:
- For AFD, the variable interest rate is 6-month EURIBOR + 156 basis points p.a. Repayment period will be from 31<sup>st</sup> January 2029 to 31<sup>st</sup> July 2043.
  - For KfW, the variable interest rate is 6-month EURIBOR + 35 basis points p.a. Repayment period will be from the year 2029 to the year 2039.
- 5.8. **Cost escalation and additional financing**  
The amount of the CITIIS 2.0 grant is a maximum amount. The Parties shall not amend or alter the Financing Plan of the selected project and its components without obtaining the prior written consent of MoHUA. Any additional costs not anticipated in the Financing Plan shall be borne by the concerned State/UT/ULB/SPV.

**Clause 6. DRAWDOWN OF FUNDS****6.1. Drawdown mechanism**

Processing the payment consists of the following phases:

- i. The Project Owner shall issue a request for drawdown to the PMU using the "drawdown request form", accompanied by supporting documents as required for each instalment detailed below. This includes the drawdown request form, the utilization certificates (wherever applicable), and the last SPV audit.
- ii. The PMU shall verify and recommend the request for the payment to MoHUA.
- iii. MoHUA shall sanction and release the funds as per the laid-out procedure/approvals.
- iv. The State Government shall then release the payment to the Project Owner/SPV within two weeks of the receipt of the funds as per the laid-out procedure.
- v. The mechanism for the release of funds shall be as per the following:

First Instalment	Maturation grant: The Maturation grant shall be 10% of the approved grant. The Project Owner's request for payment must be accompanied by (1) the drawdown request form (Annexure 2) and (2) the last SPV audit.
Second Instalment	Up to 40% of the approved grant to start implementation: Once the Maturation Phase deliverables endorsed by the experts are deemed acceptable for implementation and approved by the Apex Committee, the second instalment, of up to 40% of the CITIIS 2.0 grant for implementation, may be disbursed. The Project Owner's request for payment must be accompanied by (1) the drawdown request form (Annexure 2), (2) the last SPV audit, (3) utilization certificates showing 80% utilization of the first instalment, (4) the Project Logical Framework and Monitoring & Evaluation plan as included in the DPR endorsed by the Project Coordinator, (5) progress on the Environmental and Social Commitment Plan (ESCP) endorsed by the E&S officer for the SPV, (6) the Maturation Report and (7) the Detailed Project Report.
Third Instalment	Up to 40% of the approved grant: Once 80% of the second instalment mentioned above has been utilized and 100% of the first instalment has been utilized, the third instalment of 40% of the CITIIS grant maybe disbursed. The Project Owner's request for payment must be accompanied by (1) the drawdown request form (Annexure 2), (2) the last SPV audit, (3) utilization certificates showing 80% utilization of the second instalment mentioned above and 100% utilization of the first instalment, (4) the Project Implementation Progress Report endorsed by the expert and the SPV CEO, demonstrating satisfactory physical progress, (5) reporting requirement as per monitoring & evaluation endorsed by the Project Coordinator, (6) progress on the ESCP endorsed by the E&S officer for the SPV, and (7) timely updating of the dashboard.
Fourth Instalment	Final instalment (remaining amount): Once 80% of the third instalment mentioned above has been utilized and 100% of the second instalment has been utilized, the final instalment of the remaining 10% of the CITIIS grant maybe disbursed. The Project Owner's request for payment must be accompanied by (1) the drawdown request form (Annexure 2), (2) the last SPV audit, (3)

	utilization certificates showing 80% utilization of the third instalment mentioned above and 100% utilization of the second instalment, (4) the Project Implementation Progress Report endorsed by the expert and the SPV CEO, (5) variance project reporting requirement including the results-based management (RBM) tool endorsed by the Project Coordinator, (6) progress on the ESCP endorsed by the E&S officer for the SPV, and (7) timely updating of the dashboard.
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*A minimum of 2% of the total project costs will be earmarked over the program period for communication programs in order to enhance the participatory, outreach and behaviour change communication aspects of the projects.*

*A minimum of 5% of the total project costs will be dedicated over the program period to costs related to human resources (HR) and capacity building. Efforts must be made to institutionalise the capacity in SPV/ULB so that long term requirements of the capacities are met.*

## 6.2. Account details

The SPV shall open a dedicated project bank account for CITIIS 2.0. All funds disbursed by GoI and the State as well as the own source contribution will be maintained in this dedicated SNA-enabled project bank account. While the projects are to be conceptualized and operationalized in collaboration with the ULB, transfer of funds to the ULB is not permissible within CITIIS 2.0, including the grant amount as well as the own source contribution. Payments to consultants, contractors, service providers, etc. shall be made directly by the SPV. The CITIIS project bank account shall be audited annually by the SPV and the audit report shall be submitted to the CITIIS PMU at NIUA.

The CITIIS 2.0 project bank account to be credited for receipt of the funds is as follows:

- Bank Name:
- Account Number:
- Branch:
- IFSC:

Any change in the account details requires a requisition from the Project Owner addressed to the PMU. This account is specific to the CITIIS 2.0 project and will receive funds pertaining to the CITIIS 2.0 grant and the remaining funds (project cost – CITIIS 2.0 grant) that need to be raised by the Project Owner and deposited in the said account.

## 6.3 Audit control

An annual audit shall be commissioned by the Project Owner based on the statutory requirement. This report shall dedicate a specific part on the use of funds from the CITIIS 2.0 grant linked to the specific CITIIS 2.0 project bank account. It shall be shared with MoHUA and the PMU on an annual basis. The audit report shall include scrutiny of each individual procurement transaction during the concerned period to identify any irregularity and malpractice.

The PMU can schedule controls with the Project Owner. These controls may include exhaustive physical and administrative audit control, or simply cover a sample of actions. The PMU may at any time commission audit missions, on its own initiative, at the request of a Party or the Apex Committee. The result of these audits will be made known to the Parties.

## Clause 7. MATURATION PHASE

As per Clause 5.3 of the Operational Guidelines for CITIIS 2.0, during the Maturation Phase, the SPVs are required to provide eight key deliverables, namely, (1) the Baseline Study and Report, (2) Project Logical Framework (PLF) (Draft and Final), (3) Feasibility Study, (4) Detailed Project Report (DPR), (5) E&S Screening, (6) Stakeholder Engagement Plan, (7) E&S Impact Assessment and Mitigation Measures, and (8) E&S Management Plan and additional plans. The E&S-related deliverables shall meet the requirements as per the ESCP (Annexure 3). The Maturation Phase deliverables shall be approved by the CITIIS Apex Committee. To complete the Maturation Phase, these deliverables, which include the DPR, shall be prepared with the help of the CITIIS 2.0 technical assistance (dedicated Domestic Expert). The Project Owner commits themselves to carry out the actions as per the Operational Guidelines.

Each SPV shall be provided with technical assistance for the program duration. This technical assistance will include one Domestic Expert and a pool of Transversal Experts. The Domestic Expert shall be mobilized for 75 days per year for each city, including online/off-site support along with on-site missions conducted ever alternate month. Additionally, the Transversal Experts will provide on-demand, timely technical support according to the needs of the SPVs. Each SPV is expected to agree to mobilize the project team to work with the Domestic Expert for developing the schedule of visits for every alternate month.

### 7.1. Maturation Phase validation

7.1.1. At the end of the Maturation Phase, the SPV will have to submit the following approved compliance documents to request the Apex Committee for triggering the Implementation Phase and its subsequent instalments.

- (i) Baseline Study and Report
- (ii) Project Logical Framework (PLF) (Draft and Final)
- (iii) Feasibility Study
- (iv) Detailed Project Report (DPR)
- (v) E&S Screening
- (vi) Stakeholder Engagement Plan
- (vii) E&S Impact Assessment & Mitigation Measures
- (viii) E&S Management Plan and additional plans (as per ESCP S. No.3)
- (ix) Procurement Plan
- (x) Maturation Phase Final Report (MPFR)
- (xi) Proof of raising own-source funds (i.e., project costs minus the CITIIS 2.0 grant) by showing those funds being deposited in the project account.

7.1.2. All the mandatory deliverables of the Maturation Phase shall be endorsed by the Domestic Expert and submitted by the SPV CEO/Project Coordinator. All the above deliverables will be reviewed by the PMU and processed for further approval by the Apex Committee.

7.1.3 The project will be moved to a No-Go condition, meaning that no implementation funds will be released, in case of any/all of the following conditions being true:

- Non-submission of any of the compliance documents mentioned above
- The Environmental and Social Impact Assessment (ESIA) carried out during the Maturation Phase detecting the project falling in a high E&S risk category (category A), including (but not limited to) *any project which presents significant resettlement and rehabilitation issues*

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*affecting more than 200 project-affected persons, meaning 200 or more persons experience major impacts, which are defined as being physically or economically displaced*

- Failure to raise the remaining funds for implementation

In such a case, the State Government will take the responsibility of the repayment of the entire Maturation amount that was released to the SPV. MoHUA, the nodal Government agency, will adjust the Maturation amount against any other funds that are due to be released to the State.

Special Apex Committee meetings shall be organized for the review and decisions of the Maturation Phase deliverables. Only after the approval of the Apex Committee shall the Implementation Phase start and the procurement process may begin.

#### **Clause 8. IMPLEMENTATION PHASE**

On the basis of the validation of the project maturation as per Clause 7.1, the project shall move to the Implementation Phase and the drawdown mechanism as mentioned in Clause 6.1 shall apply. The SPV can float work tenders and start the on-ground implementation of the project as per the approved DPR. Each SPV shall be given technical assistance for the program duration. This technical assistance will include one Domestic Expert and a pool of Transversal Experts. The Domestic Expert shall be mobilized for 75 days per year for each city including online/off-site support along with on-site missions conducted ever alternate month. Additionally, the Transversal Experts will provide on-demand, timely technical support according to the needs of the SPVs. Each SPV is expected to agree to mobilize the project team to work with the Domestic Expert for developing the schedule of visits for every alternate month.

The agenda for each visit should be jointly produced by the Project In-Charge and the experts and the issues to be resolved and discussed during the week of the visit. Any information necessary for the experts to engage with the SPV in a productive manner will be furnished by the SPV in a timely manner. This information may be related, but not limited, to project maps, data, city development plan, smart city plan, list of stakeholders, minutes of stakeholder meetings, etc. The SPV will also be required to provide physical office space and infrastructure (phone, internet, printing facilities) to conduct project work during the mission.

**The SPV cannot float work tenders before the start of the Implementation Phase (except for small-scale experimentations) in accordance with Apex Committee approvals.**

#### **Clause 9. INFORMATION SHARING**

The Parties commit to providing the PMU with any information in relation to the implementation of the Program which shall be recorded in the Program Documents, and include at minimum the annual SPV report, the SPV annual audits, and the utilization certificates.

#### **Clause 10. EVALUATION AND SUPERVISION BY AFD AND KfW**

The Parties acknowledge that AFD and KfW may carry out, or procure a third party that carries out on its behalf, an evaluation of the project(s), with the view of producing an audit and performance report which may include, but not be limited to, the total amount and duration of the facility, objectives of the project, expected and actual performance of the project, assessment of its relevance, efficiency, impact and viability/sustainability.

The Parties agree on the publication of this performance report, in particular, on AFD's website. The Parties further hereby authorize AFD and KfW or its representatives to carry out inspections, the purpose of which will be to assess the implementation of the project on technical, environmental & social, financial and institutional aspects.

The Parties shall cooperate and provide all reasonable assistance and information to AFD and KfW and their representatives when carrying out such inspections, the timing and format of which shall be determined by AFD and KfW in consultation with the Parties.

The Covenant of Integrity is a declaration by the Contracting Authority that it retains exclusive responsibility for the preparation and implementation of the contract procurement and its subsequent performance. The Mutual Resilience Initiative (MRI) is a joint initiative with AFD and KfW to enhance the effectiveness of development cooperation. The harmonized Mutual Reliance Initiative (MRI) Covenant of Integrity will be included in every contract awarded under the CITIIS 2.0 program by the SPV or States. The SPV must require that candidates or bidders provide a duly signed Covenant of Integrity (Annexure 4).

Further, the Compliance Covenant for SPVs (Annexure 5) will become an annex to the Quadrilateral Agreements between MoHUA, respective States of Component 1 cities, ULBs and SPVs. The SPVs and ULBs undertake to comply at all times with the obligations set out in the Compliance Covenant for the SPVs.

**Mandatory annexures as part of each procurement document/EOI/RFP/work order/tender document by the city under Component 1 of CITIIS 2.0 are:**

- (i) **Covenant of Integrity (Annexure 4) to be mandatorily appended to each procurement document/EOI/RFP/work order/tender document, etc. by the State under CITIIS 2.0.**
- (ii) **The Compliance Covenant (Annexure 5) to be mandatorily appended to each procurement document/EOI/RFP/work order/tender document, etc. by the State under CITIIS 2.0. State Government undertake to comply at all times with the obligations set out in the Compliance Covenant.**

#### **Clause 11. ARCHIVING OF DOCUMENTS**

The Parties shall retain and make available for inspection by AFD or KfW all documents relating to the expenses of the project for a period of ten (10) years from the date of the end of the Implementation Phase.

#### **Clause 12. AUTHORISATIONS**

The Parties shall promptly obtain, comply with, and do all that is necessary to maintain in full force and effect any authorisation required under any applicable law or regulation to enable it to perform its obligations under this Agreement and the Program Documents and to ensure their legality, validity, enforceability and admissibility in evidence.

#### **12.1 Implementation and Preservation of the Program**

The Parties shall:

- Comply with all the terms and conditions of the Program Documents, including the CITIIS 2.0 Operational Guidelines, and implement the CITIIS 2.0 project in accordance with generally accepted safety principles and technical standards in force, and
- Maintain the CITIIS 2.0 project assets in accordance with all applicable laws and regulations and in good operating and maintenance conditions, and use such assets in compliance with their purpose and all applicable laws and regulations.

## **12.2 Environmental and Social Responsibility**

In order to promote sustainable development, the Parties agree that it is necessary to promote compliance with adopted international environmental and social standards and national law. For such purposes, the SPVs shall comply with the ESCP and all standards and actions stipulated therein (attached as Annexure 3).

## **Clause 13. CITIIS PROJECT REPORTING**

With the assistance of experts, the SPVs shall update quarterly the project monitoring dashboard on the CITIIS Management Platform (CMP). The indicators shall be compliant with the program documents, and shall include at least the following information:

- Monitoring of the Environmental and Social Commitment Plan (including monitoring and reporting on the implementation as per schedule 6 of the ESCP)
- Reporting on the Monitoring & Evaluation plan
- Physical, technical and financing progress indicators related to the CITIIS 2.0 Implementation Phase

In addition to the quarterly dashboard, the SPV shall submit a detailed quarterly progress report which will include an update on the CITIIS 2.0 project indicators to be set out in the Project Logical Framework.

## **Clause 14. CONSEQUENCES OF NON-COMPLIANCE**

Failure to comply with the contractual commitments by the Project Owner with reference to this framework agreement for the Maturation of the project is subject to an analysis of causes and consequences by the PMU. The Apex Committee may then decide on the following:

- Solemn reminder to the Project Owner of their contractual commitments
- Suspension of payments
- Review of the framework agreement for the maturation of the project and the eventual signing of an amendment
- Suspension, or even cancellation, of the framework agreement.

MoHUA may terminate the contract for shortfall of the agreement for the maturation of the CITIIS 2.0 project. It may order total or partial repayment of the grant in the event of serious and repeated failure by the Project Owner, in particular if it is found that the object of the grant or the allocation of the subsidized investment has been modified without authorization.

In the event of the abandonment of one or more actions related to the implementation of the deliverables, all the sums paid by MoHUA under the program shall be paid back to MoHUA.

## **Clause 15. REIMBURSEMENT OF THE GRANT**

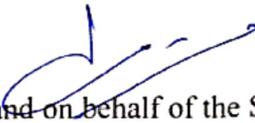
The Apex Committee may terminate the framework agreement for breach of the agreement and order total or partial repayment of the CITIS 2.0 grant in the event of serious and repeated breach by the Project Owner, in particular if it is found that the purpose of the grant has been modified without authorization or that the grant awarded exceeds 80% of the cost of the Maturation Phase.

In the case of abandonment of one or more actions of the Maturation and Implementation Phase deliverables, all the sums paid by MoHUA with respect to the action/s of the program (subject of this agreement) shall be paid back to MoHUA.

#### Clause 16. APPLICABLE LAW AND TREATMENT OF DISPUTES

This agreement is governed by Indian law. Disputes arising in connection with the interpretation and/or execution of the provisions of the agreement will be brought before the competent jurisdiction in which MoHUA is located.

Done in Jaipur on 03<sup>rd</sup> March 2025 during the 12<sup>th</sup> Regional 3R and Circular Forum in Asia and the Pacific, in four copies

 For and on behalf of MoHUA Name: <i>Roopa Mishra</i> Designation: <i>JS &amp; MD (SBM)</i>	 For and on behalf of the State Government Name: <i>Anil Kumar</i> Designation: <i>Add. Dir (State)</i>
 For and on behalf of the ULB Name: <i>ANKIT KHANDEWAL</i> Designation: <i>MC,</i>	 For and on behalf of the SPV Name: <i>ANKIT KHANDEWAL</i> Designation: <i>MUNICIPAL COMMISSIONER, KERA</i>

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प्रेषक,

राज्य मिशन निदेशक,  
स्मार्ट सिटी,  
सेक्टर-7 गोमती नगर विस्तार,  
लखनऊ।

सेवा में,

विशेष सचिव,  
नगर विकास अनुभाग-9,  
उ0प्र0 शासन।

पत्र संख्या: 2637 /113/SCM/CITIIS 2.0/2024-25,

दिनांक : 04 अगस्त 2025

विषय: SNA SPARSH व्यवस्था के अन्तर्गत CITIIS 2.0 (Scheme Code-4259) Component 1 प्रोजेक्ट हेतु भारतीय रिजर्व बैंक में खाता खोले जाने के सम्बंध में।

महोदय,

कृपया उपरोक्त विषयक उप सचिव, नगर विकास अनुभाग-9, उ0प्र0 शासन के पत्र संख्या-84-भा0स0 / नौ-9-2025-ई-1946629, दिनांक 09.07.2025 का संदर्भ ग्रहण करने का कष्ट करें, जिसके द्वारा अनु सचिव, आवासन एवं शहरी कार्य मंत्रालय, भारत सरकार के पत्र संख्या-K-14011/5/2020CITIIS2.0 (E-9087599), दिनांक 02.07.2025 के क्रम में अवगत कराया गया है कि CITIIS 2.0 जो पूर्व में SNA Model के अन्तर्गत था, अब PFMS "SNA SPARSH" के अन्तर्गत कार्यान्वित किया जायेगा तथा तदनुसार इस स्कीम के अन्तर्गत फण्ड के सुचारु रूप से संचालन के लिए CITIIS 2.0 (Scheme Code-4259) Component 1 प्रोजेक्ट को समर्पित "SNA SPARSH" खाता पर मैप कराये जाने की अपेक्षानुक्रम में प्रश्नगत प्रकरण में सुस्पष्ट प्रस्ताव/आख्या शासन को तत्काल उपलब्ध कराये जाने की अपेक्षा की गयी है।

उक्त के क्रम में मिशन निदेशालय द्वारा सम्बंधित शहरों को प्रेषित पत्र संख्या-3599/113/SCM/CITIIS 2.0/2024-25, दिनांक 29.07.2025 व पत्र संख्या-3548/113/SCM/CITIIS 2.0/2024-25, दिनांक 11.07.2025 के क्रम में सचिव, वित्त, उत्तर प्रदेश शासन के पत्र संख्या-बी-1-615/दस-2025, दिनांक 01.07.2025 द्वारा SNA SPARSH व्यवस्था के अन्तर्गत केन्द्र प्रायोजित योजनाओं के लिए भारतीय रिजर्व बैंक में खाता खोले जाने के विषय में, उपलब्ध कराये गये प्रारूप तथा जारी दिशा-निर्देश के अनुसार मुख्य कार्यकारी अधिकारी, आगरा स्मार्ट सिटी लिमिटेड के पत्र संख्या-360/ASCL/2025-26, दिनांक 30.07.2025 व मुख्य कार्यकारी अधिकारी, बरेली स्मार्ट सिटी लिमिटेड के पत्र संख्या-BSCCL/2025-26/4916, दिनांक 30.07.2025 द्वारा SNA SPARSH व्यवस्था के अन्तर्गत CITIIS 2.0 (Scheme Code-4259) Component 1 प्रोजेक्ट हेतु भारतीय रिजर्व बैंक में खाता खोले जाने हेतु फार्म व आवश्यक प्रपत्र प्रस्तुत किये गये हैं।

तदक्रम में मुख्य कार्यकारी अधिकारी, आगरा व बरेली द्वारा प्रस्तुत फार्म व अन्य प्रपत्र पत्र के साथ संलग्न कर इस अनुरोध के साथ प्रेषित है कि SNA SPARSH व्यवस्था के अन्तर्गत CITIIS 2.0 (Scheme Code-4259) Component 1 प्रोजेक्ट हेतु भारतीय रिजर्व बैंक में खाता खोले जाने के सम्बंध में अग्रेतर आवश्यक कार्यवाही हेतु वित्त विभाग को प्रेषित करने का कष्ट करें।

संलग्नक: यथोक्त।

भवदीय

Digitally signed by

ARUN PRAKASH

Date: 04-08-2025

राज्य मिशन निदेशक  
14:02:21

पत्र संख्या व दिनांक : तदैव।

प्रतिलिपि:

01. निजी सचिव, प्रमुख सचिव, नगर विकास को प्रमुख सचिव महोदय के अवगतार्थ।
02. मुख्य कार्यकारी अधिकारी, आगरा व बरेली स्मार्ट सिटी लिमिटेड को सूचनार्थ एवं आवश्यक कार्यवाही हेतु।

(अरुण प्रकाश)

राज्य मिशन निदेशक

Sender,

State mission director,

Smart city, Sector – 7, Gomti Nagar Extension,

Lucknow.

To,

Special Secretary,

Municipal Development Section – 9,

Government of Uttar Pradesh.

Letter No. 3637/113/SCM/CITIIS 2.0/ 2024-25

Dated: 5 Aug 2025

**SUB:** Regarding Opening Account in the Reserve Bank of India under the SNA SPARSH system for the CITIIS 2.0 (Scheme Code – 4259) Component 1 Project.

Sir,

Kindly take cognizance of the letter of the deputy secretary, Municipal development section-9, Government of Uttar Pradesh, bearing number 84 B.S./No.9-2025-E-1946629, dated 09.07.2025, wherein, in continuation of the letter of the Under Secretary, Ministry of Housing and Urban Affairs, Government of India, bearing number K-14011/5/2020 CITIIS2.0 (E-9087599), dated 02.07.2025, it has been conveyed that CITIIS 2.0, which was earlier under the SNA Model, will now be implemented under PFMS “SNA SPARSH” and, accordingly, for the smooth operation of funds under this scheme, it is expected that the CITIIS 2.0 (Scheme Code-4259) Component 1 Project be mapped to the dedicated “SNA SPARSH” account. Consequently, it has been requested that a clear proposal/report in respect of the matter be made available to the Government immediately.

In continuation thereof, as per the letters issued by the Mission Directorate to the concerned cities, bearing number 3599/113/SCM/CITIIS 2.0/2024-25, dated 29.07.2025, and letter number 3548/113/SCM/CITIIS 2.0/2024-25, dated 11.07.2025, and in pursuance of the letter of the Secretary, Finance, Government of Uttar Pradesh, bearing number B-1-615/Das-2025, dated 01.07.2025, regarding the opening of accounts in the Reserve Bank of India under the SNA SPARSH system for Centrally Sponsored Schemes, the formats provided and the issued guidelines, the Chief Executive Officer, Agra Smart City Limited, vide letter number

360/ASCL/2025-26, dated 30.07.2025, and the Chief Executive Officer, Bareilly Smart City Limited, vide letter number BSCL/2025-26/4916, dated 30.07.2025, have submitted the forms and necessary documents for the opening of an account in the Reserve Bank of India under the SNA SPARSH system for the CITIIS 2.0 (Scheme Code-4259) Component 1 Project.

Accordingly, the forms and other documents submitted by the Chief Executive Officers of Agra and Bareilly are enclosed with this letter and forwarded with the request that the same be transmitted to the Finance Department for further necessary action regarding the opening of account in the Reserve Bank of India for the CITIIS 2.0 (Scheme Code-4259) Component 1 Project under the SNA SPARSH system.

Enclosure: As stated above.

Letter No. and Date :- As Above

Sincerely  
Digitally Signed by  
Arun Prakash  
Date – 04.08.2024  
14.02.21

Copy to :

- 1- Personal Secretary to the Principal Secretary, Municipal Development. For kind information of the Principal Secretary
- 2- Chief Executive Officer, Agra and Bareilly Smart City Limited, for information and necessary action.

Arun Prakash  
State Mission Director.

**TRUE TRANSLATED COPY**

PHOTOGRAPH OF THE SANITARY LANDFILL SITE



**71**

ANNEXURE R/8

715

**UTTAR PRADESH POLLUTION CONTROL BOARD**

TC-12V, Vibhuti Khand, Gomti Nagar, Lucknow-226010

Phone:0522-2720828,2720831 Fax:0522-2720764 Email: info@uppcb.com Website: www.uppcb.com

**Category : RED****Application Id : 30466197****Ref. No : 18/UPPCB/Agra(UPPCBRO)/SWM/AGRA/2025****Dated :26/03/2025**

To,

M/s KAAPS AGRA WASTE PROCESSING PRIVATE LIMITED

Challesar Village, Agra,AGRA,

**Tehsil :Agra****District :AGRA****Sub :- Solid Waste Management System established by the Municipal Corporation itself or in PPP model.****Ref : Your application number 30466197 dated. 17/02/2025 .****The authorization shall be valid for a period from 26/03/2025 to 25/03/2028 .**

The Uttar Pradesh Pollution Control Board after examining the proposal hereby authorises KAAPS AGRA WASTE PROCESSING PRIVATE LIMITED having administrative office at Challesar Village, Agra,AGRA, to set up and operate waste processing/recycling/ treatment/disposal facility at Challesar Village, Agra,AGRA, .

The authorisation is hereby granted to operate the facility for processing, recycling, treatment and disposal of solid waste.

The authorisation is subject to the terms and conditions stated below and such conditions as may be otherwise specified in these rules and the standards laid down in Schedules I and II under these rules.

The Uttar Pradesh Pollution Control Board may, at any time, revoke any of the conditions applicable under the authorisation and shall communicate the same in writing.

Any violation of the provision of the Solid Waste Management Rules, 2016 will attract the penal provision of the Environment (Protection) Act, 1986 (29 of 1986).

**Details of Authorization**

S No.	Type of Facility	Quantity Of Waste (TPD)	Mode of Disposal
1	a	1	b
2	Waste to Compost	1200	compost production

**General conditions :**

1. The processing facility shall plan for the landfill site as an integral part.
2. The facility shall follow the guidelines of the Ministry of Urban Development, Government of India and Central Pollution Control Board.
3. The existing landfill sites (if any) which are in use for more than five years shall be improved in accordance with the specifications given in the Schedule of Solid Waste Management Rules 2016.
4. The landfill site (if any) shall be large enough to last for at least 20-25 years and shall develop 'landfill cells' in a phased manner to avoid water logging and misuse.

5. A buffer zone of no development shall be maintained around solid waste processing and disposal facility. This will be maintained within the total area of the solid waste processing and disposal facility.
6. The biomedical waste shall be disposed of in accordance with the Bio-medical Waste Management Rules, 2016, as amended from time to time . The hazardous waste shall be managed in accordance with the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016, as amended from time to time. The E waste shall be managed in accordance with the e-Waste (Management ) Rules, 2016 as amended from time to time.
7. Temporary storage facility for solid waste shall be established in each landfill site to accommodate the waste in case of non- operation of waste processing and during emergency or natural calamities.
8. The facility shall be fenced or hedged and provided with proper gate to monitor incoming vehicles, to prevent entry of unauthorised persons and stray animals.
9. The approach and / internal roads shall be concreted or paved to avoid generation of dust particles due to vehicular movement and shall be so designed to ensure free movement of vehicles and other machinery.
10. The operator of the facility shall maintain record of waste received, processed, and disposed.

### Specific Condition

RAM GOPAL Digitally signed by RAM  
GOPAL  
Date: 2025.05.05 14:08:11  
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- 1.The facility shall comply with the provisions of Solid Waste Management Rules 2016 and direction issued by Board
- 2.Provisions like weigh bridge to measure quantity of waste brought at landfill site, fire protection equipment and other facilities as may be required shall be provided.
3. Utilities such as drinking water and sanitary facilities (preferably washing/bathing facilities for workers) and lighting arrangements for easy landfill operations during night hours shall be provided.
- 4.Safety provisions including health inspections of workers at landfill sites shall be carried out made.
- 5.Provisions for parking, cleaning, washing of transport vehicles carrying solid waste shall be provided. The wastewater so generated shall be treated to meet the prescribed standards.
- 6.A buffer zone of no development shall be maintained around solid waste processing and disposal facility. This will be maintained within the total area of the solid waste processing and disposal facility.
- 7.The storm water drain shall be designed and constructed in such a way that the surface runoff water is diverted from the landfilling site and leachates from solid waste locations do not get mixed with the surface runoff water.
- 8.Provisions for diversion of storm water discharge drains shall be made to minimise leachate generation and prevent pollution of surface water and also for avoiding flooding and creation of marshy conditions.
- 9.Non-permeable lining system at the base and walls of waste disposal area. For landfill receiving residues of waste processing facilities or mixed waste or waste having contamination of hazardous materials (such as aerosols, bleaches, polishes, batteries, waste oils, paint products and pesticides) shall have liner of composite barrier of 1.5 mm thick high density polyethylene (HDPE) geo membrane or geo-synthetic liners, or equivalent, overlying 90 cm of soil (clay or amended soil) having permeability coefficient not greater than  $1 \times 10^{-7}$  cm/sec. The highest level of water table shall be at least two meter below the base of clay or amended soil barrier layer provided at the bottom of landfills.
- 10.Provisions for management of leachates including its collection and treatment shall be made. The treated leachate shall be recycled or utilized as permitted, otherwise shall be released into the sewerage line, after meeting the standards specified in Schedule- II of Solid Waste Management Rules 2016 . In no case, leachate shall be released into open environment.
- 11.Arrangement shall be made to prevent leachate runoff from landfill area entering any drain, stream, river, lake or pond. In case of mixing of runoff water with leachate or solid waste, the entire mixed water shall be treated by the facility.
- 12.Landfill gas control system including gas collection system shall be installed at landfill site to minimize odour, prevent off-site migration of gases, to protect vegetation planted on the rehabilitated landfill surface. For enhancing landfill gas recovery, use of geomembranes in cover systems along with gas collection wells should be considered.
- 13.The concentration of methane gas generated at landfill site shall not exceed 25 per cent of the lower explosive limit (LEL).
14. The landfill gas from the collection facility at a landfill site shall be utilized for either direct thermal applications or power generation, as per viability. Otherwise, landfill gas shall be burnt (flared) and shall not be allowed to escape directly to the atmosphere or for illegal tapping. Passive venting shall be allowed in case if its utilisation or flaring is not possible.
15. Ambient air quality at the landfill site and at the vicinity shall be regularly monitored. Ambient air quality shall meet the standards prescribed by the Central Pollution Control Board for Industrial area. Locally adopted non-edible perennial plants that are resistant to drought and extreme temperatures shall be planted;
- 16.The selection of plants should be of such variety that their roots do not penetrate more than 30 cms. This condition shall apply till the landfill is stabilized; Selected plants shall have ability to thrive on low-nutrient soil with minimum nutrient addition; Plantation to be made in sufficient density to minimise soil erosion.
- 17.Green belts shall be developed all around the boundary of the Facility.
- 18.The incoming organic waste at site shall be stored properly prior to further processing. To the extent possible, the waste storage area should be covered. If, such storage is done in an open area, it shall be provided with impermeable base with facility for collection of leachate and surface water run off into lined drains leading to a leachate treatment and disposal facility. Necessary precaution shall be taken to minimise nuisance of odour, flies, rodents, bird menace and fire hazard.
- 19.In case of breakdown or maintenance of plant, waste intake shall be stopped and arrangements be worked out for diversion of waste to the temporary processing site or temporary landfill sites which will be again reprocessed when plant is in order;
- 20.Pre-process and post-process rejects shall be removed from the processing facility on regular

basis and shall not be allowed to pile at the site. Recyclables shall be routed through appropriate vendors. The non-recyclable high calorific fractions to be segregated and sent to waste to energy or for RDF production, co-processing in cement plants or to thermal power plants. Only rejects from all processes shall be sent for sanitary landfill site(s).

21. The windrow area shall be provided with impermeable base. Such a base shall be made of concrete or compacted clay of 50 cm thick having permeability coefficient less than  $10^{-7}$  cm/sec. The base shall be provided with 1 to 2 per cent slope and circled by lined drains for collection of leachate or surface run-off;

22. Treated Leachate shall be re-circulated in compost plant for moisture maintenance.

23. The end product compost shall meet the standards prescribed under Fertilizer Control Order notified from time to time. In order to ensure safe application of compost, the specifications for compost quality shall be met as specified in Schedule II (A)(i). Compost (final product) exceeding the above stated concentration limits shall not be used for food crops. However, it may be utilized for purposes other than growing food crop.

24. The facility shall comply with the norms specified for treated leachate at Schedule II(B) and shall comply with the emission standards for incinerator as specified at Schedule II(C)

25. Only low Sulphur fuel like LDO, LSHS, Diesel, bio-mass, coal, LNG, CNG, RDF and bio-gas shall be used as fuel in the incinerator.

( Authorized Signatory )

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**UTTAR PRADESH POLLUTION CONTROL BOARD**

**Copy to: To the Regional Officer, U.P. Pollution Control Board, RO UPPCB Agra for information and necessary action .**

RAM GOPAL Digitally signed by RAM GOPAL  
Date: 2025.05.05 14:07:59  
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**CEO/EE, I/C Circle 4**



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



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

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



Form - A2  
JOINT DIRECTOR OF AGRICULTURE (FERTILIZER)  
(DEPARTMENT OF AGRICULTURE, U.P.)  
ACKNOWLEDGEMENT  
See Clause 8(3)

1. License Number: JDA FERTILIZER/198/AGR/1

Received from M/s KAAPS AGRA WASTE PROCESSING PVT. LTD., MSW PLANT KUBERPUR, DISTRICT- AGRA a complete Memorandum of Intimation alongwith Form 'O', fee of Rs. 2251 by Demand Draft bearing number AS00022 dated 28/01/2022

2. This acknowledgement shall be deemed to be the letter of authorisation entitling the applicant to carry on the business as applied for, for a period of 5 years from the date of issue of this Memo of acknowledgement unless suspended or revoked by the competent authority.

ANIL  
KUMAR  
PATHAK  
Digitally signed  
by ANIL KUMAR  
PATHAK  
Date: 2022.01.28  
15:13:41 +05'30'  
Signature of Notified Authority  
Joint Director of Agriculture (Fertilizer)  
Uttar Pradesh

(Authorised As Per Enclosed Form A1)  
Issue Date : 28/01/2022  
Valid Upto : 27/01/2027

Ref. : KRIB/CMO/CC/2025-26

DATE:01.04.2025

M/S Indian Agro Organics  
23/249, Jeoni Mandi,  
Agra-282004  
Uttar Pradesh

Subject : LETTER OF INTENT- For Supply CITY COMPOST in the year 2025-26.

Dear Sir,

This has reference to your Price Bid dated 10.02.2025 for the supply of CITY COMPOST to KRIBHCO during the year 2025-26 (01.04.2025 to 31.03.2026) in various states. We are pleased to issue LOI to you for supply of CITY COMPOST as per the enclosed specifications on the following terms & conditions:-

1. Manufacturing & Marketing Licenses and 'O' Form

You are required to submit the valid Manufacturing License and valid Marketing License from the concerned Department of Agriculture for each state separately alongwith 'O' Form immediately to enable us to include your product name in our Fertilizer Marketing License.

2. Quantity to be supplied and applicable procurement rates will be as under:

Sl. No.	States to be covered	Quantity (MT)	Basic Rate (Rs./MT)	GST@5% (Rs./MT)	Rate with GST (Rs./MT)	Business Value (Rs.)
1.	U.P	4600	2995.00	149.75	3144.75	14465850

3. Prices :

The Procurement rates as given above will be inclusive of excise duty, octroi and all other local Taxes/Duties except GST apart from cost of material, BOPP bags (with new specifications) for packing, transportation, handling & warehousing etc. Unloading charges at the destination will be borne by the consignee/receiving party. Quantity given above is only indicative and may be short or exceed depending upon the actual demand arising from the field. Kribhco have no binding & do not guarantee the procurement of the above quantity.

4. Execution :

Dispatch Instructions shall be issued in a phased manner by our Central Marketing Office, Noida for various states from time to time. However, the payments will be made from our respective State Marketing Offices.

“हम हिन्दी में लिखे पत्रों का स्वागत करते हैं”

ए-10, सेक्टर-1, नोएडा-201301  
जिला : गौतम बुद्ध नगर (उ० प्र०)

**KRIBHCO**  
Cooperative and beyond...

A-10, Sector-1, NOIDA-201301  
Distt. Gautam Budh Nagar (U.P.)

फैक्स / Fax : 0120-2537113, 2534861, दूरलेख/Grams : KRIBHCO-NOIDA

दूरभाष / Phone : 0120-2534613 / 14 / 22 / 29 / 31 / 32, वायस भेल/Voice Mail : 0120-2549112 / 13 / 14  
(पंजीकृत कार्यालय : ए-60, कैलाश कॉलोनी, नई दिल्ली-110 048)

Registered Office : A-60, Kailash Colony, New Delhi-110 048

**KRISHAK BHARATI  
COOPERATIVE LIMITED**

Ref: KROB/CMO/CC/2025-26

DATE: 01.04.2025

M/s Indian Agro Organics  
23/249, Jeoni Mandi,  
Agra- 282004  
Uttar Pradesh

**Subject: LETTER OF INTENT- For Supply CITY COMPOST in the year 2025-26**

Dear Sir,

This has reference to your Price Bid dated 10.02.205 for the supply of CITY COMPOST to KRIBHCO during the year 2025-26 (01.04.2025 to 31.03.2026) in various states. We are pleased to issue LOI to you for supply of CITY COMPOST as per the enclosed specifications on the following terms & conditions:-

**1. Manufacturing & Marketing Licenses and 'O' Form**

You are required to submit the valid Manufacturing License and valid Marketing License from the concerned Department of Agriculture for each state separately along with 'O' Form immediately to enable us to include your product name in our Fertiliser Marketing License.

**1. Quantity to be supplied and applicable procurement rates will be as under:**

Sl.No.	States to be covered	Quantity (MT)	Basic Rate (Rs. /MT)	GST @5% (Rs. /MT)	Rate with GST (Rs. /MT)	Business Value (Rs.)
1.	U.P.	4600	2995.00	149.75	3144.75	14465850

**2. Prices:**

The Procurement rates as given above will be inclusive of excise duty, octroi and all other local Taxes/Duties except GST apart from cost of material, BOPP bags (with new specifications) for packing, transportation, handling & warehousing etc. Unloading charges at the destination will be borne by the consignee/ receiving party. Quantity given above is only indicative and may be short or exceed depending upon the actual demand arising from only indicative and may be short or exceed depending upon the actual demand arising from the field. Kribhco have no binding & do not guarantee the procurement of the above quantity.

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Dispatch Instructions shall be issued in a phased manner by our Central Marketing Office, Noida for various states from time to time. However, the payments will be made from our respective State Marketing Offices.

S/D

A-10, Sector-1, NOIDA-201301  
Distt. Gautam Budh Nagar (U.P.)

**KRIBHCO**

Fax: 0120-2537113. 2534861, Grams: KRIBHCO-NOIDA  
Phone: 0120-2534613/14/22/29/31/32, Voice Mail: 0120-2549112/13/14  
Registered Office: A-60 Kailash Colony, New Delhi-110048



उत्तर प्रदेश UTTAR PRADESH

GB 397489

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement made at New Delhi on this **7<sup>th</sup> day of April, 2025** By And Between **Krishak Bharati Cooperative Ltd.**, a Multi-State Co-operative Society, registered under the Delhi Cooperative Societies Act, 1972 and deemed to be registered under the Multi-State Cooperative Societies Act 2002 and having its Registered Office at A-60, Kailash Colony, New Delhi-110048 (hereinafter referred to as "KRIBHCO" which expression shall unless repugnant to the context and meaning thereof, mean and include its successors-in-Business and permitted assigns) of the **FIRST PART.**

&amp;

**M/s Indian Agro Organics**, a company incorporated under Companies Act 1956 and having its Registered Office at **23/249 Jeoni Mandi, Agra -282004** and Corporate Office at "**IAO**" (Hereinafter referred to as "**(short name of company)**") which expression shall unless repugnant to the context and meaning thereof, mean and include its successors and permitted assigns) of the **SECOND PART.**

For Indian Agro Organics

*[Signature]*  
Auth. Signatory



P-11/25  
07/04/2025

**Whereas,**

1. **KRIBHCO** is in the business of manufacturing Urea (a chemical Fertilizer), Bio-fertilizers, and Seeds and marketing through Cooperative network spread across the country as well as through its own retail outlets called KBSKs. The society is also Marketing KSFL Urea and OMIFCO granulated Urea in KRIBHCO Brand through Private dealer's network. The society also imports DAP, NPK & MOP which is marketed / sold through its Cooperative / Private channel. In addition to these, the society is in trading business of SSP and Hybrid seeds to its customers.
2. **M/s IAO** is a manufacturer of City Compost in powder form as defined in the Fertilizer (Control) Order, 1985 having its factories at **NAGAR NIGAM DUMPING SITE KUBERPUR , AGRA-282006** .
3. **M/s IAO** is desirous of selling City Compost through **KRIBHCO** is the Cooperative Societies / KBSKs / Private KSFL & OMIFCO dealers in various states on the terms and conditions mutually agreeable between both the parties from time to time.
4. **KRIBHCO** is willing to consider the request of **M/s IAO** to market City Compost of **M/s IAO** & its sister concerns through Cooperative Societies / KSFL & OMIFCO dealers and its own retail outlets known as KBSKs.

As both the parties hereto are also desirous of entering into arrangements for the distribution and sale of a portion of **City Compost** manufactured by **M/s IAO** . Now, therefore, it is agreed between the parties as under:

**1. CONSIDERATION:**

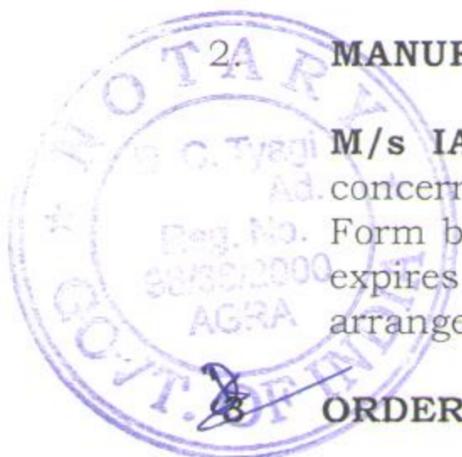
- a) In consideration of mutual covenants agreed between the parties it is agreed that **KRIBHCO** shall purchase **City Compost** of **M/s IAO** in the state of Uttar Pradesh.
- b) Material will be sold by KRIBHCO in its own brand i.e. "**KRIBHCO City Compost**"
- c) **M/s IAO** will supply the entire quantity of City Compost purely on Consignment basis.

**2. MANUFACTURING & MARKETING LICENSES:**

**M/s IAO** will submit the valid Manufacturing and Marketing Licenses from the concerned Department of Agriculture for each unit and state separately along with 'O' Form before commencement of Business. In case, the validity of any of the licenses expires during the course of this MOA, **M/s IAO** will inform to KRIBHCO and make arrangements to get it renewed immediately.

**3. ORDERS & SUPPLY:**

- a) **KRIBHCO** agrees to market City Compost produced by **M/s IAO** as per LOI dated **01/04/2025** . or this purpose, KRIBHCO shall procure orders / indents periodically from the Cooperative Societies / KBSKs / Private Dealers and place orders from time to time on **M/s IAO** .



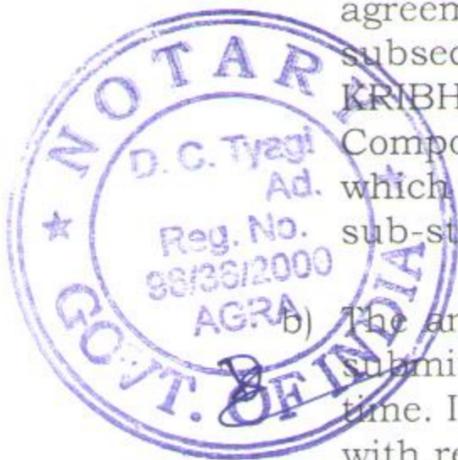
For Indian Agro Organics

  
Auth. Signatory

- b) **M/s IAO** shall supply its City Compost on consignment basis to the Co-operative societies / KBSKs as per order / indents placed by KRIBHCO on FOR destination basis. It shall also ensure the dispatch of material within 05 days of placement of the order.
- c) **M/s IAO** shall deliver the City Compost to parties after ensuring that the provisions of the Standard of Weights and measures Act, 1976 the Standards of Weights and Measures (Packaged Commodities) Rules, 1977 and Fertilizer Control Order, 1985 and any amendment or re-enactment thereof are strictly complied with.
- d) In case, any shortages / damages is observed in the supply made by **M/s IAO** by the cooperative societies / KBSKs premises and noted by them in writing on the challan, KRIBHCO shall take into consideration such shortages / damages. **M/s IAO** shall replace such material supplied to the respective party at it's own cost. Failing which any cost incurred by KRIBHCO/KBSK/Cooperative society to maintain and/or preserve such material shall be deducted from the payment or security deposit,( as the case may be ) as per the discretion of KRIBHCO.
- e) **M/s IAO** has agreed to deliver the City Compost on FOR basis i.e. at the door steps of KRIBHCO's KBSKs / consignee at destination as per the delivery schedule provided by KRIBHCO. The risk, title and interest in and of the said City Compost delivered from time to time by **M/s IAO** to KRIBHCO shall pass on to KRIBHCO only upon actual sale of such material. Till such time the material would be at the risk and cost of **M/s IAO** .
- f) The quantity and period of delivery shall be mutually agreed to in LOI dated **01/04/2025** between the parties hereto. For Late delivery / Non delivery, Kribhco will be at liberty to enforce the penalty as per clause 8.02 of NIT.
- g) The Non FCO quality material at the consignee's godown, irrespective of whether it has shelf life or it's shelf life has expired will be at the sole risk and cost of supplier i.e. **M/s IAO** The supplier should take back such material at its cost from the consignee's godown.

#### 4 QUALITY:

- a) **M/s IAO** warrant and represent that the City Compost supplied under this agreement shall conform to the required FCO standards, any failure and subsequent consequences thereof shall be to the account of M/S **IAO**, KRIBHCO shall be entitled to inspect / witness the testing / analysis of City Compost and also for cross verification of the same at any other laboratories, which shall not exonerate M/S **IAO** from any of its liability if the material is found sub-standard.
- b) The analysis report from Government / Govt. approved laboratory will have to be submitted by you for the product being dispatched beforehand & from time to time. If at any stage during or after the contract, the sample fails, all responsibility with respect to the quality will be borne by **M/s IAO** and Kribhco shall be entitled to invoke clause 9.0 of the General Terms & Conditions .
- c) **M/s IAO** shall handle the KBSKs / Society / Party's complaints promptly and intimate KRIBHCO of the remedial actions taken there against.



For Indian Agro Organics

*[Signature]*  
Auth. Signatory

- d) **M/s IAO** hereby agrees and undertakes to allow KRIBHCO's representatives to enter upon the factory where City Compost is manufactured and **M/s IAO** shall provide all the facilities and extend full co-operation for carrying out work relating to sampling and analysis of **M/s IAO** said City Compost to check its quality.
- e) During the course of execution of MOA, any Government notification with respect to City Compost will be binding on both the parties to the extent of their liability accorded by such notification.

#### 5 INDEMNITY:

- a) **M/s IAO** shall ensure to take back at their cost substandard stock from the Society / KBSKs / Party for any deficiency in quality of City Compost supplied by Seller, before it is exhibited for sale. In the event of product being declared substandard at any stage during or after this contract, by any law enforcing authority, **M/s IAO** shall take appropriate steps to resolve the matter under the provisions of the law and shall defend on behalf of **KRIBHCO**. It shall also keep **KRIBHCO** fully indemnified & free from any liabilities, litigations and claims by such authorities and / or any third parties.
- b) **M/s IAO** shall indemnify and always keep KRIBHCO indemnified, without limitations, against any and all claims, penalties, charges, expenses and costs (including but not limited to attorney fee etc) incurred or liable to be incurred by KRIBHCO arising out of or incidental to the contract and/or due to supply of substandard and / or off-spec goods, infringement of any laws, statutes, rules, trademarks and all other statutory violations by **M/s IAO** in respect of the goods supplied / to be supplied under this agreement.
- c) **M/s IAO** shall undertake the entire responsibility for all the legal disputes arising out of the sale of City Compost to KRIBHCO.
- d) **M/s IAO** undertake to indemnify the KRIBHCO for all claims or injury caused to any person whether a workman or not, while in or upon the site of the same and the said KRIBHCO shall not be bound to defend any claim brought under the Workman's Compensation Act.

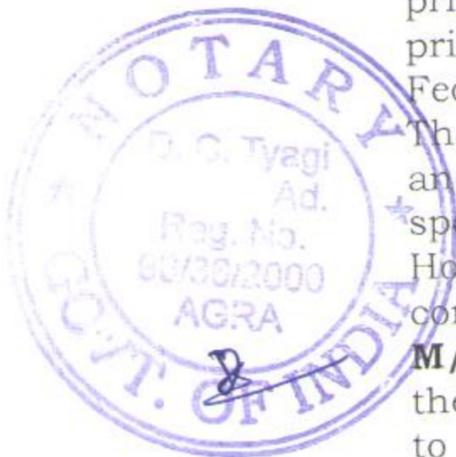
#### 6. PRICE:

- (a) **M/s IAO** shall supply the City Compost under this MOA at most competitive price and terms. The price chargeable to society shall not be more than the price charged by **M/s IAO** to PSU fertilizer companies / State Marketing Federations.

The Supply rates as quoted by **M/s IAO** will be exclusive of excise duty, GST and any other Taxes apart from cost of material, BOPP bags (with new specifications) for packing, transportation, handling & Warehousing etc. However, the unloading charges at the destination will be borne by the consignee / receiving party.

**M/s IAO** shall indicate the MRP from time to time to KRIBHCO by providing the basic price, duties, taxes and other charges liveable on the City Compost, to enable KRIBHCO to inform the Societies / KBSKs / dealers at the time of placing order on **M/s IAO**

**M/s IAO** shall offer both 'cash purchase terms' and 'credit purchase terms' so that wherever KSFL dealers prefer cash purchase terms KRIBHCO can avail cash purchase terms.



For Indian Agro Organics  
  
 Auth. Signatory

- (b) **KRIBHCO** will extend the same price and terms and conditions as decided by **M/s IAO** to its own dealers. The responsibility of maintaining competitive pricing in the market remains solely on **M/s IAO**.
- (c) **M/s IAO** shall raise invoices to concerned **KRIBHCO** State Office on same day for each transaction after dispatch along-with the dispatch detail, and Payment would be considered by our respective State Marketing Offices for the quantity actually sold by **KRIBHCO** in a month. Payment will be released to seller by **KRIBHCO** upto 15<sup>th</sup> of next month on actual sold quantity for which invoice has been raised and the material received at destination in good condition acceptable to our field staff/dealer/society.
- (d) No loading of expenditure shall be permitted in the invoice except the effect of change in taxes/levies as imposed by Central Govt or State Govt or by local body/Authority. The Seller shall make payment of differences of amount due to change in taxes/duties.
- e) The insurance coverage of the material during transit and storage at **KRIBHCO**'s godowns will be done by the supplier (**M/s IAO**) at their own risk & cost. In case of any mishap during the transit and storage, the insurance done by M/S should fully cover the losses caused, however in case no insurance is done for any/all consignment, the losses at the time of transit and storage shall be born entirely by the M/S **IAO** and **KRIBHCO** shall be entitle to set-off such losses from the payment against any deliveries and/or security deposit of M/S. **IAO**.
- f) The supplier will charge applicable GST extra as on date or any kind of change in tax structure in future by the Central Government.
- g) In case, the Government subsidy is given by the State / Central Government even in future date, the same will be passed on to **Kribhco** so that it could be further passed on to farmers through distribution channel.

#### 7. SECURITY DEPOSIT (SD) / PERFORMANCE BANK GUARANTEE (PBG):

**M/s IAO** will submit a Security Deposit /PBG equivalent to 1% of the contract / Business Value in the form of Demand Draft / Pay Order in favour of 'Krishak Bharati Cooperative Limited' payable at Delhi / New Delhi / Noida **OR** in the form of Bank Guarantee of equal amount (in the prescribed format given as Annexure-II in (NT), from Nationalized / Scheduled Bank, within 15 days from the date of LOI.

#### 8. SALES PROMOTION:

**M/s IAO** will join **KRIBHCO**'s efforts under Farmer Service Programs / Sales Promotion Activities and share the expenses @ 50 : 50 basis or at an expense which is mutually agreed which shall be in proportion to the quantity **M/s IAO** **Manufactured** City Compost distributed by **KRIBHCO** in it's market zone.

#### 9. RELATIONSHIP:

It is understood that this Agreement between the parties shall be on a principal to principal basis. None of the provisions of this AGREEMENT shall be deemed to constitute a joint venture or a partnership or even agency between the parties hereto and no party shall have any authority to bind the other or will be deemed to be agent of the other party in any way.



For Indian Agro Organics  
Auth. Signatory

**10. FORCE MAJEURE:**

Neither KRIBHCO nor **M/s IAO** shall be considered to be in default in performing its obligations under this Agreement, if such performance is prevented or delayed by any cause beyond reasonable control of the party such as any change in legislation or any Act of Government, war, hostilities, riots, civil commotion, strikes, lockouts, fire, flood, earthquakes or any other natural calamity. A notice of such event of force majeure shall be given by the party affected to other party within 10 days of occurrence of the event. This Agreement shall remain suspended during the period of force majeure. However, if the reason continues beyond a period of 90 days, the parties hereto may mutually agree to modify the terms of the Agreement or terminate the same.

**11. NOTICES:**

All notices required to be given or served by either party thereto on the other shall be deemed to have been given or served if the same shall have been delivered or left at, or sent by Registered Post or on registered mail-id (as may be notified by one party to other for the purpose of communication in relation to this contract) by either party to the other at its Registered Office, and Corporate office in case of

1. **M/s IAO**
2. **KRIBHCO**

**12. WAIVER AND DEFAULT:**

- a) Notwithstanding any other provisions of this Agreement, no waiver by any party to any breach of the terms and conditions of this Agreement shall be considered as a waiver of any succeeding breach of the same or any other terms and conditions.
- b) Failure of either party hereto to exercise any right hereunder or to claim for fulfilment of any terms hereof will not relieve, exempt or affect in any manner, the rights of the other party including the right to demand at any time strict and complete fulfilment of any or all provisions of this agreement.

**13. DURATION:**

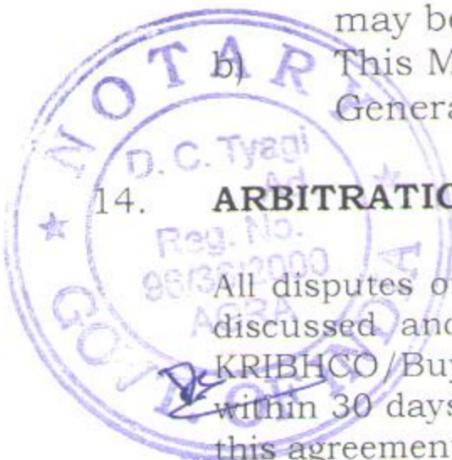
- a) This MOA shall be valid for a period of 1 year from the date of signing unless terminated earlier and may be extended from time to time on such terms as may be mutually agreed in writing by both the parties.
- b) This MOA may be terminated in accordance with the termination clause under General Terms & Conditions of the NIT.

**14. ARBITRATION:**

All disputes or differences arising out of or in relation to this MOA shall be mutually discussed and resolved by Managing Director of Seller and Marketing Director of KRIBHCO/Buyer. In case, the disputes and differences are not so mutually resolved within 30 days from the first date of intimation of disputes/differences to other party of this agreement or any other extended period as may be mutually agreed, then the same shall be referred to Arbitration by a Sole Arbitrator to be appointed mutually by both the parties in accordance with the Provisions of the Indian Arbitration and Conciliation Act, 1996 alongwith the rules made there-under and/or any amendment/modification/repeal thereof as may be applicable from time to time. Any order/award passed by the Arbitrator shall be final and binding on the parties. The arbitration proceedings shall be in Delhi/ New Delhi and the parties agree for the exclusive jurisdiction of Delhi / New Delhi Courts only in connection with any differences about or in connection with the Arbitration.

For Indian Agro Organics

  
Auth. Signatory



15. This contract shall consist of this MOA, LOI, and the NIT/General Terms & Conditions and also any subsequent amendment/modification/addendum mutually agreed between the parties and thereby shall make entire agreement between the parties. In case of any inconsistency between the terms and conditions of this MOA, NIT/General Terms & Conditions and LOI then in such event the order of precedence of such documents shall be in the following descending order:
- (i) any subsequent amendment/modification/addendum
  - (ii) LOI
  - (iii) this MOA
  - (iv) the NIT/General Terms & Conditions.

The NIT, LOI & MOA shall collectively constitute contract/agreement document.

**16. Governing Law and Jurisdiction**

Subject to Clause 14 above, all actions at law out of or suits arising out of in connection with this MOA or the subject matter thereof shall be instituted in a court of competent jurisdiction in New Delhi.

**IN WITNESS WHEREOF** the parties hereto have signed this **MEMORANDUM OF AGREEMENT** on the day and the year first hereinabove written.

Signed and Delivered on behalf of

Signed and Delivered on behalf of



**For Indian Agro Organics**

*[Signature]*  
Auth. Signatory

**Krishak Bharati Cooperative Ltd.**  
By *[Signature]*

**M/s Indian Agro Organics**  
By

**Witnesses:**

**Witnesses:**

1. *[Signature: Brijkishore]*

1. \_\_\_\_\_

2. *[Signature]*

2. *[Signature]*

*Dec 07/04/2005*  
**ATTESIEU**  
**R. No. 96/36/2000**  
**D C. Tyagi**  
**Advocate**  
**Distt Notary**



Whereas

1. **KRIBHCO** is in the business of manufacturing Urea (a chemical Fertilizer), Bio-fertilizers, and Seeds and marketing through Cooperative network spread across the country as well as through its own retail outlets called KBSKs. The society is also Marketing KFL Urea and OMIFCO granulated Urea in KRIBHCO Brand through Private dealer's network. The society also imports DAP, NPK & MOP which is marketed / sold through its Cooperative / Private channel. In addition to these, the society is in trading business of SSP and Hybrid seeds to its customers.
2. **Seller** is a manufacturer of **CITY COMPOST** as defined in the Fertilizer (Control) Order, 1985 having its factories at **Waste Processing Site, Challesar Village, Kuberpur, Agra, Uttar Pradesh, 282006.**
3. **Seller** is desirous of selling **CITY COMPOST** through **KRIBHCO's** Cooperative Societies / KBSKs / Private KFL & OMIFCO dealers in various states on the terms and conditions mutually agreeable between both the parties from time to time.
4. **KRIBHCO** is willing to consider the request of **the Seller** to market **CITY COMPOST** of the **Seller** and its sister concerns through KRIBHCO's cooperative societies / KFL & OMIFCO dealers and its own retail outlets known as KBSKs.

As both the parties hereto are also desirous of entering into arrangements for the distribution and sale of a portion of **CITY COMPOST** manufactured by **Seller**. now, therefore, it is agreed between the parties as under:

1. **Consideration:**
  - a) In consideration of mutual covenants agreed between the parties it is agreed that KRIBHCO shall purchase **CITY COMPOST** of **the Seller** for various states of country.
  - b) Material will be sold by KRIBHCO in its own brand i.e. "KRIBHCO" **The Seller** will supply the entire quantity of **CITY COMPOST** purely on consignment basis.
2. **Manufacturing & Marketing Licenses:**  
**The Seller** will submit the valid Manufacturing and Marketing Licenses from the concerned Department of Agriculture for each unit and state separately along with 'O' Form before commencement of Business. In case, the validity of any of the licenses expires during the course of this MOA, **Seller** will inform to KRIBHCO and make arrangements to get it renewed immediately.
3. **Orders & Supply:**
  - a) **KRIBHCO** agrees to market **CITY COMPOST** produced by **Seller** as per LOI No. KRIB/CMO/CC/2025-26 dated 01.04.2025 for this purpose, KRIBHCO shall procure orders / indents periodically from the Cooperative Societies / KBSKs / Private Dealers and place orders from time to time on **Seller**.
  - b) **Seller** shall supply its **CITY COMPOST** on consignment basis to the Cooperative societies / KBSKs as per order / indents placed by KRIBHCO on FOR destination basis. It shall also ensure the dispatch of material within 05 days of placement of the order.
  - c) **Seller** shall deliver the **CITY COMPOST** to parties after ensuring that the provisions of the Standard of Weights and measures Act, 1976 the Standards of Weights and Measures (Packaged Commodities) Rules, 1977 and Fertilizer Control Order, 1985 and any amendment or re-enactment thereof are strictly complied with.



- d) In case, any shortages / damages is/are observed in the supply made by **Seller** by the cooperative societies / KBSKs premises and noted by them in writing on the challan, KRIBHCO shall take into consideration such shortages / damages. **Seller** shall replace such material supplied to the respective party at its own cost. Failing which any cost incurred by KRIBHCO/KBSK/Cooperative society to maintain and/or preserve such material shall be deducted from the payment or security deposit, (as the case may be) as per the discretion of KRIBHCO.
- e) **Seller** has agreed to deliver the **CITY COMPOST** on FOR basis i.e. at the door steps of KRIBHCO's KBSKs/consignee at destination as per the delivery schedule provided by KRIBHCO. The risk, title and interest in and of the said **CITY COMPOST** delivered from time to time by **Seller** to KRIBHCO shall pass on to KRIBHCO only upon the credit of sale proceeds into the account of KRIBHCO. Till such time the material would be at the risk and cost of **Seller**.
- f) The quantity and period of delivery shall be mutually agreed to in LOI No. **KRIB/CMO/CC/2025-26** dated **01/04/2025** between the parties hereto. For Late delivery / Non delivery, Kribhco will be at liberty to enforce the penalty as per clause 8.2 of NIT.
- g) The Non FCO quality material at the consignee's godown, irrespective of whether it has shelf life or it's shelf life has expired will be at the sole risk and cost of supplier i.e. the **Seller**. The supplier should take back such material at its cost from the consignee's godown. Failing which any cost incurred by KRIBHCO/KBSK/Cooperative society to maintain and/or preserve such material shall be deducted from the payment or security deposit, (as the case may be) as per the discretion of KRIBHCO.

#### 4. **Quality:**

- a) **Seller** warrant and represent that the **CITY COMPOST** supplied under this MOA shall conform to the required FCO standards. Any failure and subsequent consequences thereof shall be to the account of Seller. KRIBHCO shall be entitled to inspect / witness the testing / analysis of **CITY COMPOST** and also for cross verification of the same at any other laboratories, which shall not exonerate Seller from any of its liability if the material is found sub-standard.
- b) The analysis report from Government / Govt. approved laboratory will have to be submitted by you for the product being dispatched beforehand & from time to time. If at any stage during or after the contract, the sample fails, all responsibility with respect to the quality will be borne by the Seller and Kribhco shall be entitled to invoke clause 9.0 of the General Terms & Conditions of\_NIT KRIB/CMO/CC/2025-26.
- c) Seller shall handle the KBSKs / Society / Party's complaints promptly and intimate KRIBHCO of the remedial actions taken there against.
- d) Seller hereby agrees and undertakes to allow KRIBHCO's representatives to enter upon the factory where **CITY COMPOST** is manufactured and Seller shall provide all the facilities and extend full co-operation for carrying out work relating to sampling and analysis of Seller of the said **CITY COMPOST** to check its quality.



- e) During the course of execution of MOA, any Government notification with respect to **CITY COMPOST** will be binding on both the parties to the extent of their liability accorded by such notification.

## 5. Indemnity

- a) Seller shall ensure to take back at their cost substandard stock from the Society / KBSKs / Party for any deficiency in quality of **CITY COMPOST** supplied by Seller at any stage as may be observed by KRIBHCO's cooperative societies / KFL & OMIFCO dealers. In the event of product being declared substandard at any stage during or after this contract, by any law enforcing authority, Seller shall take appropriate steps to resolve the matter under the provisions of the law and shall fully protect and defend the interest of KRIBHCO at its own cost.
- b) *Seller shall indemnify and always keep KRIBHCO and its directors, employees and officers indemnified, without limitations, against any and all claims, penalties, charges, expenses and costs (including but not limited to attorney fee and third party liabilities etc) incurred or liable to be incurred by KRIBHCO arising out of or incidental to the contract and/or due to supply of substandard and / or off-spec goods, infringement of any laws, statutes, rules, trademarks and all other statutory violations by Seller in respect of the goods supplied / to be supplied under this MOA and any breach by the Seller under this Tender/contract.*
- c) *Seller shall undertake the entire responsibility for all the legal disputes arising out of the sale of **CITY COMPOST** to KRIBHCO.*
- d) *Seller undertake to indemnify KRIBHCO for all claims or injury caused to any person whether a workman or not, while in or upon the site of the same and the said KRIBHCO shall not be bound to defend any claim brought under the Workman's Compensation Act.*

## 6. Price:

- (a) Seller shall supply the **CITY COMPOST** under this MOA at most competitive price and terms. The price chargeable to society shall not be more than the price charged by Seller to PSU fertilizer companies / State Marketing Federations. The Supply rates as quoted by Seller will be inclusive of excise duty (except GST) and any other Taxes apart from cost of material, BOPP bags (with new specifications) for packing, transportation, handling & Warehousing etc. However, the unloading charges at the destination will be borne by the consignee / receiving party.

Seller shall indicate the MRP from time to time to KRIBHCO by providing the basic price, duties, taxes and other charges liveable on the to enable KRIBHCO to inform the Societies / KBSKs / dealers at the time of placing order on Seller.

Seller shall offer both 'cash purchase terms' and 'credit purchase terms' so that wherever KFL dealers prefer cash purchase terms KRIBHCO can avail cash purchase terms.

- (b) **KRIBHCO** will extend the same price and terms and conditions as decided by Seller to its own dealers. The responsibility of maintaining competitive pricing in the market remains solely on Seller.

- (c) Seller shall raise invoices to concerned KRIBHCO State Office on same day for each transaction after dispatch alongwith the dispatch detail, and payment would be considered by our respective State Marketing Offices for the quantity actually sold by KRIBHCO in a month. Payment will be released to Seller by KRIBHCO upto 15<sup>th</sup> of next month on actual sold quantity for which invoice has been raised and the material received at destination in good condition acceptable to our field staff/dealer/society.



(d) No loading of expenditure shall be permitted in the invoice except the effect of change in taxes/levies as imposed by Central Govt or State Govt or by local body/Authority. Seller shall make payment of differences of amount due to change in taxes/duties.

e) The insurance coverage of the material during transit and storage at KRIBHCO's godowns will be done by the supplier i.e. the Seller at their own risk & cost. In case of any mishap during the transit and storage, the insurance done by Seller should fully cover the losses caused, however in case no insurance is done for any/all consignment, the losses at the time of transit and storage shall be born entirely by the Seller and KRIBHCO shall be entitled to set-off such losses from the payment against any deliveries and/or security deposit of Seller.

f) The supplier will charge applicable GST extra as on date or any kind of change in tax structure in future by the Central Government.

g) In case, the Government subsidy is given by the State / Central Government even in future date, the same will be passed on to Kribhco so that it could be further passed on to farmers through distribution channel.

**7. Security Deposit (SD) / Performance Bank Guarantee (PBG):**

Seller will submit a Security Deposit /PBG equivalent to 1% of the contract / Business Value in the form of Demand Draft / RTGS/NEFT in favour of 'Krishak Bharati Cooperative Limited' payable at Delhi / New Delhi / Noida **OR** in the form of Bank Guarantee of equal amount (in the prescribed format given as Annexure-II in NIT), from Nationalized / Scheduled Bank, within 15 days from the date of LOI.

Date	DD No.	Bank	Amount
06/02/2025	698408	Kotak Mahindra Bank	50,000/-
08/04/2025	767231	Kotak Mahindra Bank	22,330/-

**8. Sales Promotion:**

Seller will join KRIBHCO's efforts under Farmer Service Programs / Sales Promotion Activities and share the expenses @ 50: 50 basis or at an expense which is mutually agreed which shall be in proportion to the quantity the **Seller** manufactured **CITY COMPOST** distributed by KRIBHCO in its market zone.

**9. Relationship:**

It is understood that this MOA between the parties shall be on a principal to principal basis. None of the provisions of this MOA shall be deemed to constitute a joint venture or a partnership or even agency between the parties hereto and no party shall have any authority to bind the other or will be deemed to be agent of the other party in any way.

**10. Force Majeure:**

Neither KRIBHCO nor Seller shall be considered to be in default in performing its obligations under this MOA, if such performance is prevented or delayed by any cause beyond reasonable control of the party such as any change in legislation or any Act of Government, war, hostilities, riots, civil commotion, strikes, lockouts, fire, flood, earthquakes or any other natural calamity. A notice of such event of force majeure shall be given by the party affected to other party within 10 days of



occurrence of the event. This MOA shall remain suspended during the period of force majeure. However, if the reason continues beyond a period of 90 days, the parties hereto may mutually agree to modify the terms of the MOA and may mutually terminate the same.

11. **Notices:**

All notices required to be given or served by either party thereto on the other shall be deemed to have been given or served if the same shall have been delivered or left at, or sent by Registered Post or on registered mail-id (as may be notified by one party to other for the purpose of communication in relation to this contract) by either party to the other at its Registered Office, and Corporate office in case of

1. Seller
2. KRIBHCO

12. **Waiver and Default:**

- a) Notwithstanding any other provisions of this MOA, no waiver by any party to any breach of the terms and conditions of this MOA shall be considered as a waiver of any succeeding breach of the same or any other terms and conditions.
- b) *Failure of either party hereto to exercise any right hereunder or to claim for fulfilment of any terms hereof will not relieve, exempt or affect in any manner, the rights of the other party including the right to demand at any time strict and complete fulfilment of any or all provisions of this MOA.*

13. **Duration:**

- a) This MOA shall be valid for a period of 01(One) year from the date of signing unless terminated earlier and may be extended from time to time on such terms as may be mutually agreed in writing by both the parties.
- b) This MOA may be terminated in accordance with the termination clause under General Terms & Conditions of the NIT.

14. **Arbitration:**

All disputes or differences arising out of or in relation to this MOA shall be mutually discussed and resolved by Managing Director of Seller and Marketing Director of KRIBHCO/Buyer. In case, the disputes and differences are not so mutually resolved within 30 days from the first date of intimation of disputes/differences to other party of this agreement or any other extended period as may be mutually agreed, then the same shall be referred to Arbitration by a Sole Arbitrator to be appointed mutually by both the parties in accordance with the Provisions of the Indian Arbitration and Conciliation Act, 1996 alongwith the rules made thereunder and/or any amendment/modification/repeal thereof as may be applicable from time to time. Any order/award passed by the Arbitrator shall be final and binding on the parties. The arbitration proceedings shall be in Delhi/ New Delhi and the parties agree for the exclusive jurisdiction of Delhi / New Delhi Courts only in connection with any differences about or in connection with the Arbitration.

15. This contract shall consist of this MOA, LOI, and the NIT/General Terms & Conditions and also any subsequent amendment/modification/addendum mutually agreed between the parties and thereby shall make entire agreement between the parties. In case of any inconsistency between the terms and conditions of this MOA, NIT/General Terms & Conditions and LOI then in such event the order of precedence of such documents shall be in the following descending order:

- (i) any subsequent amendment/modification/addendum
- (ii) LOI



- (iii) this MOA  
 (iv) the NIT/General Terms & Conditions.

The NIT, LOI & MOA shall collectively constitute contract/agreement document.

16. **Governing Law and Jurisdiction**

Subject to Clause 14 above, all actions at law out of or suits arising out of in connection with this MOA or the subject matter thereof shall be instituted in a court of competent jurisdiction in New Delhi.

**IN WITNESS WHERE OF** the parties here to have signed this MEMORANDUM OF AGREEMENT on the day and the year first hereinabove written.

Signed and Delivered on behalf of

**Krishak Bharati Cooperative Ltd.**

By



Witnesses:

1. Bijay Kishore

2. Kaushal

Signed and Delivered on behalf of

**M/s. Kaaps Agra Waste Processing Pvt Ltd**

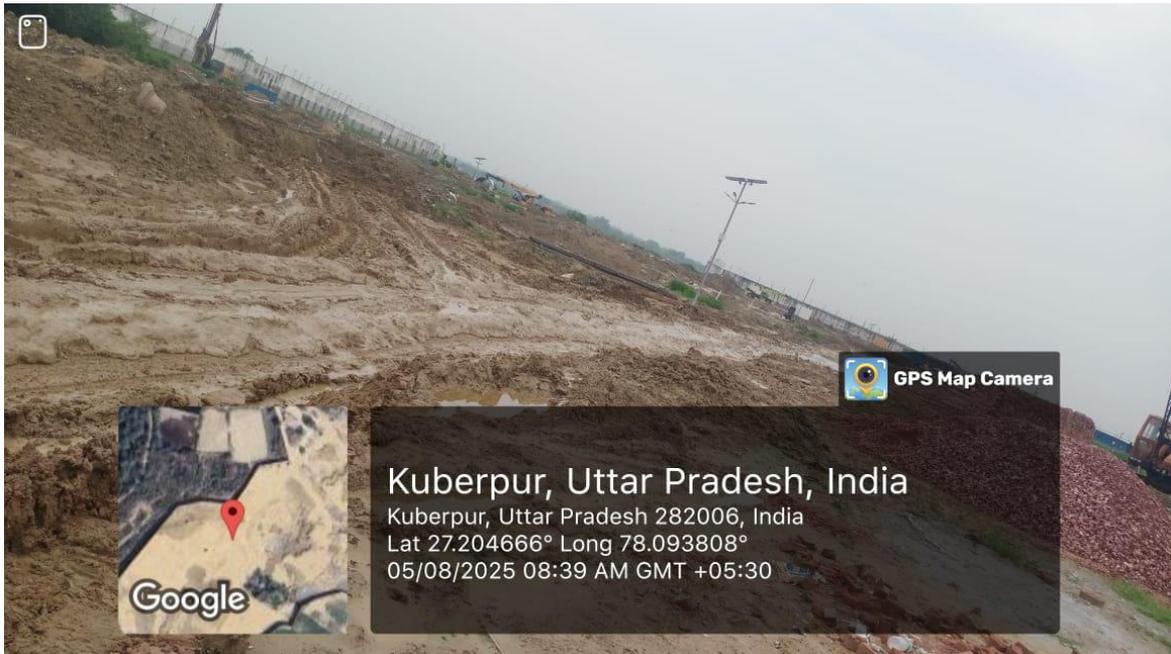
By

Witnesses:

1. SAMANT SHARMA

2. JAI PRAKASH

PHOTOGRAPHS OF THE WASTE TO ENERGY PLANT



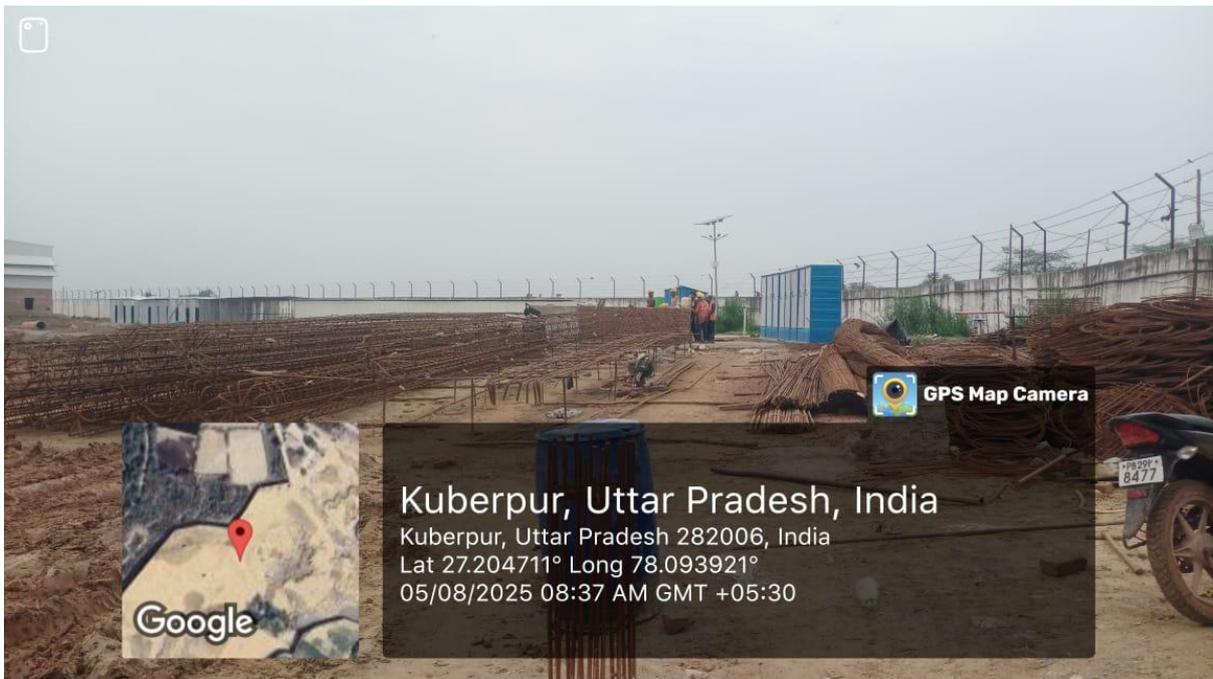




GPS Map Camera



**Kuberpur, Uttar Pradesh, India**  
Kuberpur, Uttar Pradesh 282006, India  
Lat 27.204862° Long 78.093707°  
05/08/2025 08:38 AM GMT +05:30





GPS Map Camera



Kuberpur, Uttar Pradesh, India

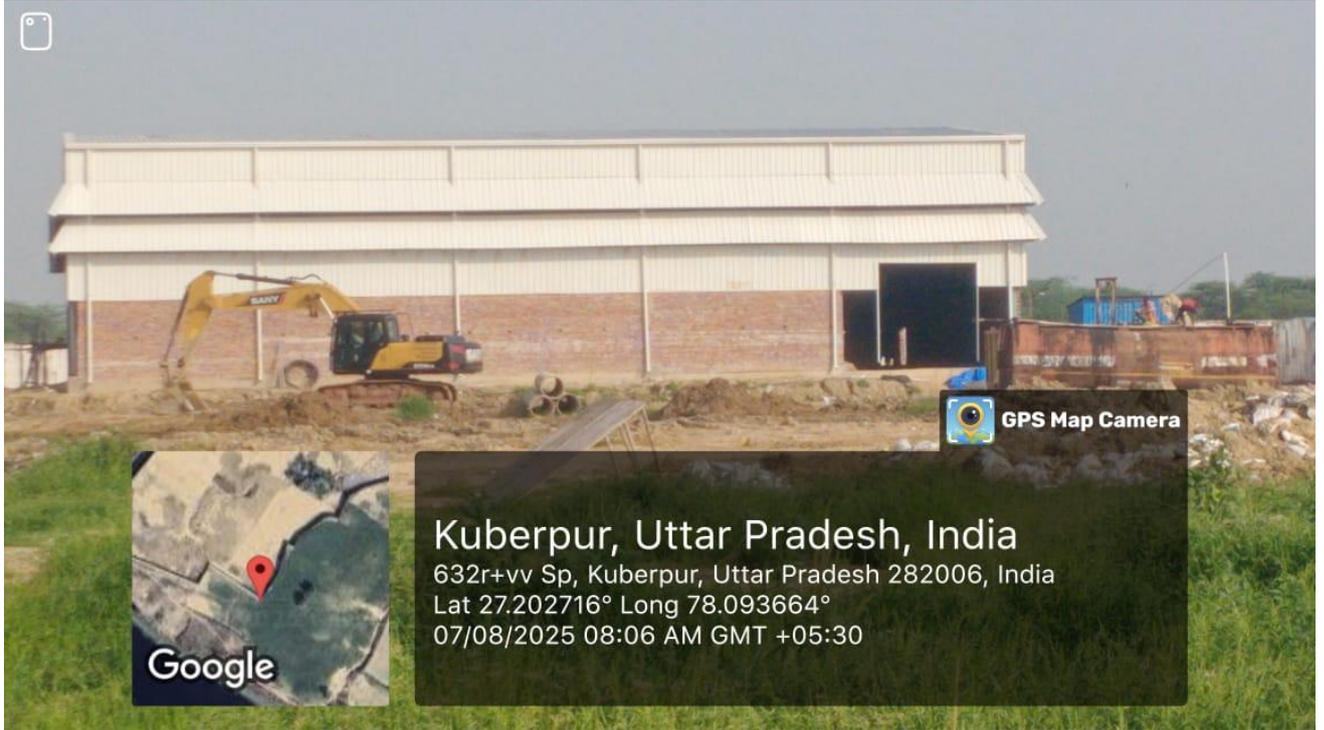
Kuberpur, Uttar Pradesh 282006, India

Lat 27.204913° Long 78.093705°

06/08/2025 10:16 AM GMT +05:30

Google







**UTTAR PRADESH POLLUTION CONTROL BOARD**

**Building. No TC-12V Vibhuti Khand, Gomti Nagar, Lucknow-226010**

Phone:0522-2720828,2720831, Fax:0522-2720764, Email: info@uppcb.com, Website: www.uppcb.com

**Validity Period :10/05/2025 To 09/05/2030**

**Category : RED**

**Application Id : 31190050**

**Ref No. - 237151/UPPCB/Agra(UPPCBRO)/CTE/AGRA/2025**

**Dated:- 29/05/2025**

**To ,**

Shri SUBHASH CHAND  
M/s SPAARK BRESSON WTE PVT LTD  
Waste Processing Site, Challesar Village, Kuberpur, Agra,AGRA,282006  
AGRA

**Sub :** Consent to Establish for New Unit/Expansion/Diversification under the provisions of Water (Prevention and control of pollution) Act, 1974 as amended and Air (Prevention and control of Polution) Act, 1981 as amended.

Please refer to your Application Form No.- 31190050 dated - 08/04/2025. After examining the application with respect to pollution angle, Consent to Establish (CTE) is granted subject to the compliance of following conditions :

1. Consent to Establish is being issued for following specific details :

A- Site along with geo-coordinates : Lat- 27.205161, Long- 78.094534

B- Main Raw Material :

Main Raw Material Details		
Name of Raw Material	Raw Material Unit Name	Raw Material Quantity
Municipal Solid Waste	Metric Tonnes/Day	22500

C- Product with capacity :

Product Detail	
Name of Product	Product Quantity
Municipal Waste Treatment	45000

D- By-Product if any with capacity :

By Product Detail			
Name of By Product	Unit Name	Licence Product Capacity	Install Product Capacity
Inert	Metric Tonnes/Day	150	180

2. Water Requirement (in KLD) and its Source :

Source of Water Details		
Source Type	Name of Source	Quantity (KL/D)
Other	Treated Waste Water	600.0

3. Quantity of effluent (In KLD) :

**RAM  
GOPAL**

Digitally signed by  
RAM GOPAL  
Date: 2025.05.29  
17:17:34 +05'30'

Effluent Details	
Source Consumption	Quantity (KL/D)
Domestic	600.0

4. Fuel used in the equipment/machinery Name and Quantity (per day) :

Fuel Consumption Details		
Fuel	Consumption(tpd/kld)	Use
Others	1500	Waste to Enrgy

- 5 For any change in above mentioned parameters, it will be mandatory to obtain Consent to Establish again. No further expansion or modification in the plant shall be carried out without prior approval of U.P. Pollution Control Board.
- For any change in above mentioned parameters, it will be mandatory to obtain Consent to Establish again. No further expansion or modification in the plant shall be carried out without prior approval of U.P. Pollution Control Board.
2. You are directed to furnish the progress of Establishment of plant and machinery, green belt, Effluent Treatment Plant and Air pollution control devices, by 10th day of completion of subsequent quarter in the Board.
3. Copy of the work order/purchase order, regarding instruction and supply of proposed Effluent Treatment Plant/Sewerage Treatment Plant /Air Pollution control System shall be submitted by the industry till 09/05/2030 to the Board.
4. Industry will not start its operation, unless CTO is obtained under water (Prevention and control of Pollution) Act, 1974 and Air (Prevention and control of Pollution)Act, 1981 from the Board.
5. It is mandatory to submit Air and Water consent Application,complete in all respect, four months before start of operation, to the U.P. Pollution Control Board.
6. Legal action under water (Prevention and control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act,1981 may be initiated against the industry With out any prior information,in case of non compliance of above conditions.

**Specific Conditions:**

1. The earlier Consent to Establish issued vide letter number 151815/UPPCB/Agra(UPPCBRO)/CTE/AGRA/2022 dated 14.05.2022 issued for establishment of 15 MW waste to energy plant is hereby revoked
2. This Consent to Establish (CTE) is valid for for establishment of 24.7 MW waste to energy plant .
3. In the proposed plant of 24.7 MW , WTE plant fuel shall be RDF 1500 TPD and in the proposed incinerator temperature shall be maintained to 850 degree centigrade.
4. Ground water shall be used for domestic purpose and the quantum shall be 3 KLD and the domestic effluent 2.5 KLD shall be disposed through septic tank and soak pit.
5. Water required for steam generation in the boiler shall be 800 KLD which shall be make up form treated water from 10 MLD Pilakhar STP which shall be prior treated in DM plant.
6. The reject water 211 KLD shall be treated in proposed ETP of 500 KLD and the treated effluent shall be used in irrigation on land and floor washing.
7. The 02 boilers of 60 TPH each shall be equipped with individual bag filter, FGCS dry type (Circulating dry flue gas cleaning system with wet air pollution control system) and also individual stack of 65 meter from ground level.
8. Unit shall install online continuous emission monitoring system at the stacks of 2 boilers for online monitoring.
9. The high residence time shall be made 2 seconds for destruction of dioxins and furans
10. Unit shall develop Green Belt in minimum 33 percent area of Industrial Premises as per the provisions laid down in office order no. H16405/220/2018/02 dated 16-02-2018 of U.P. Pollution Control Board. The copy of said office order is available on the website of U.P. Pollution Control Board www.uppcb.com.
11. Overall noise levels in and around area shall be kept well within the standards by providing noise control measures including acoustic hoods, silencers, enclosures etc, on all sources of noise generation. The ambient noise level shall confirm to the standards under the Environment (Protection) Act 1986.
12. Unit shall make temporary storage facility for storage of hazardous waste in the premises before it will send to TSDF as per the provisions of Hazardous and Other Waste (Management and Transboundary Movement) Rules 2016.
13. Unit shall comply the provisions of Hazardous and Other Waste (Management and Transboundary Movement) Rules 2016 and shall obtain authorization for disposal of hazardous waste.
14. Unit shall install the board showing daily environmental statement ie chemicals used in the treatment of effluent , flow meter reading , hazardous waste generated and send to TSDF etc.at the main gate of the unit
15. Unit shall comply the provisions of Water (Prevention and Control of Pollution) Act 1974 as Amended , Air (Prevention and Control of Pollution) Act 1981 as Amended and Environment (Protection) Act 1986, and direction issued by Hon'ble National Green Tribunal, New Delhi in Order dated 13.07.2017 in OA no. 200/2014, M.C. Mehta v/s Union of India.
16. Unit shall submit the bank guarantee of Rs 10,00,000/ (Rs. Ten Lacs only) within 15 days from the date of issue of this order, for the compliance of the above conditions

Please note that consent to Establish will be revoked, in case of, non compliance of any of the above mentioned conditions. Board reserves its right for amendment or cancellation of any of the conditions specified above. Industry is directed to submit its first compliance report regarding above mentioned specific and general conditions till 29/06/2025 in this office. Ensure to submit the regular compliance report otherwise this Consent to Establish will be revoked.

Digitally signed by RAM  
GOPAL  
Date: 2025.05.29  
17:18:11 +05'30'

**Chief Environment Officer**

Dated:- 29/05/2025

**Copy To -**

Regional Officer Agra to ensure the compliance of the conditions imposed in the consent order

Digitally signed by RAM GOPAL  
Date: 2025.05.29 17:18:52  
+05'30'

**Chief Environment Officer**



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



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

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



State: UTTAR PRADESH

District: AGRA

ULB: AGRA (M. Corp)

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**10**  
**National Ranking**  
 National Ranking ( Million Plus  
 Cities (> 10L Population) Cities )

**AGRA (M. Corp)**  
 UTTAR PRADESH

**2**  
**State Ranking**  
 State Ranking





ENVIRO LEGAL DEFENCE FIRM &lt;eldflegal@gmail.com&gt;

**Service in Dr. Sharad Gupta Vs. MoEF&CC & Ors. [O.A. No. 664 of 2024]**

1 message

ELDF &lt;eldflegal@gmail.com&gt;

Tue, Aug 12, 2025 at 1:34 PM

To: "angpartnerslawyers@gmail.com" <angpartnerslawyers@gmail.com>, bhanwar jadon <bhanwar09jadon@gmail.com>, Shubham Upadhyay <upadhyayshubham5060@gmail.com>, Gautam singh <gautamsinghh.ind@gmail.com>, suman arora <aroras16@gmail.com>

Cc: Anukriti Bajpai <anukriti@eldfindia.com>, Gitanjali Sanyal <gitanjali@eldfindia.com>, Mansi Bachani <mansi@eldfindia.com>

Dear Sir/Ma'am

Please find attached the copy of the Status Report filed on behalf of Respondent No. 7 Agra Municipal Corporation in the abovementioned case.

**ii** Status Report on behalf of Respondent No. 7

000.pdf

*Thanks & Regards*

--

Sameer Manher

*Clerk**Enviro Legal Defence Firm**29, Presidential Estate LGF,**Nizamuddin East New Delhi - 110013**Ph. No. 011-40573181*