

उत्तर प्रदेश UTTAR PRADESH

कोपा
DP 837918

14 FEB 2017

SELECTEE CONCESSIONAIRE AGREEMENT

THIS SELECTEE CONCESSIONAIRE AGREEMENT (Hereinafter referred to as "Agreement") is executed on this 21st day of March, 2017 at Lucknow, Uttar Pradesh.

BY AND AMONG

Lucknow Municipal Corporation, a municipal corporation constituted under U.P. Nagar Mahapalika Adhiniyam, 1959, as amended, having its office at Bhopal House, Lalbagh, Lucknow-226001, Uttar Pradesh, India (Hereinafter referred to as "**ULB Lucknow**") which expression shall unless repugnant to the context mean and include its assigns, affiliates, representatives and successors in the interest) of the **First Part**.


FOR ECOGREEN ENERGY PRIVATE LIMITED


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महाप्रबन्धक (नि०-८)
सी० एण्ड डी० एस०
उ० प्र० जल निगम, लखनऊ


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Ecogreen Energy Private Limited, an Indian company registered under the provisions of Companies Act, 1956 (CIN-U40101HR2011PTC041911), having its registered office at 219, IInd Floor, Vipul Trade Centre, Sector-48, Sohna Road, Gurgaon-122001, Haryana, India and corporate office at ILD Trade Center, Sector-47, Sohna Road, Gurgaon -122001, Haryana, India (Hereinafter referred to as the **“Selectee Concessionaire”** which expression shall unless repugnant to the context mean and include its assigns, affiliates, representatives and successors in the interest) of the **Second Part**.

AND

Construction and Design Services, a unit of UP Jal Nigam, having its office at TC-38 V, Vibhuti Khand, Gomti Nagar, Lucknow- 226010, Uttar Pradesh, India (Hereinafter referred to as the **“C&DS UP JN or Confirming Party”** which expression shall unless repugnant to the context mean and include its assigns, affiliates, representatives and successors in the interest) of the **Third Part**.


ULB Lucknow, **“Selectee Concessionaire”** and **“C&DS UP JN or Confirming Party”** are collectively referred to as **“Parties”** and individually as the **“Party”** or with their respective designated name(s).

PREAMBLE:


- A. **WHEREAS** ULB Lucknow is the Municipal authority for Lucknow city and responsible for providing municipal and civic services including the collection, segregation, transportation and disposal of municipal solid waste generated in the city. As resources of ULB Lucknow were inadequate to handle the increasing quantity of waste generated in the city of Lucknow, hence it decided to invite private parties to design, procure, renovate, maintain, and transfer the SWM Project and to carry out the functions of collection, segregation, transportation, processing and disposal of municipal solid waste as per the provisions of applicable rules .
- B. **WHEREAS** accordingly, the C&DS UP JN, on behalf of ULB Lucknow, issued/floated Request for Proposal (Hereinafter referred to as **“RFP”**) on 25.8.2009 and invited bids from the private parties to design, build, operate, maintain, transfer SWM Project and to undertake door to door collection, segregation, transportation and disposal of municipal solid waste in the city of Lucknow, Uttar Pradesh.
- C. **WHEREAS**, among the bidders, the Jyoti Buildtech Private Limited, an Indian company registered under the provisions of Companies Act, 1956(CIN-U45201DL1999PTC099179), having its office at B-19, Lajpat Nagar Lucknow-226003,

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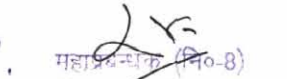

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Uttar Pradesh, was the successful bidder for Solid Waste Management Project at Lucknow, Uttar Pradesh and same was confirmed by C&DS UPJN vide its award letter No.511/G-2-16/14 dated 11.11.2009.

- D. **WHEREAS**, as required, the successful bidder incorporated a SPV company under the name and style of Jyoti Envirotech Private Limited, an Indian company registered under the provisions of Companies Act, 1956(CIN- U74900UP2009PTC038743), having its registered office at Plot No- 5 Neebu Bagh, Chowk, Lucknow-226003,Uttar Pradesh, India (Hereinafter referred to as the **“Jyoti Envirotech Private Limited”** or **“Concessionaire”**) for execution of Solid Waste Management Project at Lucknow, Uttar Pradesh.
- E. **WHEREAS** thereafter a Concession Agreement (No. 19/CGM-1/20102011) was executed on 23.10.2010 (Hereinafter referred to as **“Concession Agreement”**), among ULB Lucknow, C&DS UP JN and Concessionaire defining detailed terms and conditions of concessions including to design, build and operate the Lucknow SWM Project wherein municipal solid waste is collected, transported, processed and remnant waste is disposed of as per the provisions of applicable Municipal Solid Waste Rules.
- F. **WHEREAS** Substitution Agreement, (Schedule K of the Concession Agreement) executed on 1.11.2012 among the ULB Lucknow, Concessionaire and lender, and, on happening of Event of Defaults and non- curing of the defaults by the Concessionaire, empowers the lender to substitute the Concessionaire with its recommended/selected party on approval of the ULB Lucknow.
- G. **WHEREAS** ICICI Bank Limited, a banking company having its branch office at Shalimar Tower, MG Marg, Hazrat Ganj, Lucknow-226001 Uttar Pradesh, India (Hereinafter referred to as the **“Lender”** or **“ICICI Bank”**) has extended a loan facility of Rupees. 257.00 Million to the Concessionaire in connection with Lucknow SWM project and project facilities and, out of which, an amount Rupees 241.34 Million (inclusive of outstanding principal, interest and other charges calculated upto 21.3.2017) is outstanding and payable to the Lender relating to Lucknow SWM project and project facilities.
- H. **WHEREAS** Concessionaire commenced the work of project, however it failed to the complete the project on or before the scheduled project completion date including within the extended time period(s), and, thus continuously breached the terms and conditions of the Concession Agreement.
- I. **WHEREAS** with reference to Article 6.6 (c) (ii) of Concession Agreement, the Concessionaire was issued **“Provisional Completion Certificate”** vide C&DS office Letter No. 184/W-16/21 dated 30.4.2016 with a Punch List of works remaining incomplete as on that date and called upon the Concessionaire to complete all incomplete works stated in the

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Punch List on or before 21.5.2016 and accordingly revised the Commercial Operation Date of the project to 21.5.2016.

- J. **WHEREAS** accordingly, the Concessionaire commenced its operations in the month of March-2016 in the city of Lucknow but it could not achieve the optimum/prescribed installed capacity of the project owing to various breaches of terms and conditions of the Concession Agreement, thus processing of municipal solid waste generated in the city could not be carried out satisfactorily leading to unhygienic and distressful situation in the city on/at various occasions.
- K. **WHEREAS** as per the rights and powers delegated under Article 2.2. of Substitution Agreement, the preliminary termination notice dated 21.10.2016 was served on the Concessionaire calling upon it to submit proposal for curing the defaults specified in the notice and thereafter cure the defaults within the cure period but Concessionaire failed to submit any proposal, with reference to the notice, within the stipulated period of 30 (thirty) days of receipt of notice, however proposal(s) were submitted later without any intent of completing the work.
- L. **WHEREAS** Concessionaire failed to submit the proposal for curing the defaults within the cure period of 30 (thirty) days and subsequent proposal(s), on physical verifications, were found to be bogus, hence accordingly, as per Article 2.3 of Substitution Agreement, the Concessions granted in favour of Concessionaire under the terms and conditions of the Concession Agreement got terminated and meaning thereby that all rights, except those specifically excluded, of Concessionaire, as granted under the terms and conditions of the Concession Agreement, with respect to project and project facilities, terminated or extinguished without any further notice or other actions from ULB Lucknow or other party.
- M. **WHEREAS** the ULB Lucknow, in exercise of its powers under Article 2.3 of Substitution Agreement, took over the possession, control and management of Lucknow SWM Project including project facilities and initiated other necessary steps for continuation of the project.
- N. **WHEREAS** in exercise of powers under Article 2.4 of Substitution Agreement, the ICICI Bank, notified to the ULB Lucknow and Concessionaire expressing its intent to substitute the Concessionaire with the Selectee for Residual Concession Period.
- O. **WHEREAS** ICICI Bank, through its evaluation process, selected Selectee Concessionaire and submitted proposal along with requisite documents with ULB Lucknow for the approval of Selectee Concessionaire, and, ULB Lucknow, after being empowered by

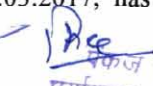
Government of U P vide letter No. 915/Nau-5-2017-91sa/2017 dated 09.03.2017, has

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accorded its approval for substitution of Concessionaire with Selectee Concessionaire vide letter no. 217/P/Parya. Abhi./N.A. dated 10.03.2017.

- P. **WHEREAS** Selectee Concessionaire vide its letter dated 7.3.2017 confirmed its commitment for payment of Outstanding Amount to ICICI Bank on or before 21.3.2017 or within such time as extended mutually.
- Q. **WHEREAS** ICICI Bank and Selectee Concessionaire have executed a supplemental agreement for substitution dated 21.3.2017 defining terms and conditions for payment of Outstanding Amount to ICICI Bank on or before 21.3.2017 or within such time as extended mutually as per terms and conditions of referred supplemental agreement for substitution. The supplemental agreement for substitution dated 21.3.2017 is annexed herewith as **Annexure-A** of this Agreement.
- R. **WHEREAS** Selectee Concessionaire shall submit performance security of Rs. 5,45,00,000/- (Rupees Five Crore Forty Five Lakh only) in the form of bank guarantee(s), from nationalised banks or State Bank of India (including its subsidiaries), in favour of C&DS UPJN, valid for a period of 6 (six) months and subsequent performance security shall be submitted in favour of ULB Lucknow as per Article 6.1 of the Concession Agreement.
- S. **WHEREAS** Selectee Concessionaire has commenced the process of taking over of the Lucknow SWM project and project facilities and process shall be completed as per terms and conditions of this Agreement.
- T. **AND WHEREAS** in consideration of the mutual covenants and obligations herein, it is hereby agreed to and among the Parties as under.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

ARTICLE 1: NATURE OF THE PREAMBLE:


The Preamble and Annexure(s), if any, shall form integral part of this Agreement and shall always be read and construed in conjunction with this Agreement.

ARTICLE 2: OBJECTS OF THE AGREEMENT:

To substitute the Concessionaire with the Selectee Concessionaire and to enable the Selectee Concessionaire to carry out its functions including but not limited to collection, transportation, processing of municipal solid waste and disposal of remnant waste as per the provisions of applicable rules, and to operate and manage scientific municipal waste

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management system and carry out other duties, responsibilities and exercise such rights as more fully described in Concession Agreement for the Residual Concession Period.

ARTICLE 3: DEFINITIONS:

- (i) **“Concession Period”** shall mean concession for a period of 30 years from the date of commercial operation date of the project or until earlier termination of Concession Agreement.
- (ii) **“Lucknow SWM project and project facilities”** shall mean and include as constructed SWM project with all equipments, machineries and accessories as installed, fixed and deployed at project site located at Shivri, Lucknow and other sites including but not limited to project facilities and other moveable assets as used or deployed for performance of duties and obligations as per terms and conditions of Concession Agreement.
- (iii) **“Outstanding Amount”** means Rs. 241.34 Million (inclusive of outstanding principal, interest and other charges calculated upto 21.3.2017) outstanding and payable to the Lender relating to Lucknow SWM project and project facilities.
- (iv) **“Residual Concession Period”** means the period which shall be remainder of the Concession Period computed from the date of substitution of the Concessionaire with the selectee Concessionaire.
- (v) **“Selectee”** means a Person proposed by the Lender/Lender’s Representative pursuant to Substitution Agreement and approved by ULB for substituting the Concessionaire for the Residual Concession Period, in accordance with the provisions of the Agreement.

ARTICLE 4: REPRESENTATION AND WARRANTIES:


- 4.1 The Parties represent to each other that they are duly organized and validly existing, and have full legal power and authority to execute and deliver this Agreement and to perform all of its obligations hereunder. The execution, delivery and performance of this Agreement by either Party have been authorised by all necessary actions, and do not and will not (i) require any consents/approvals, except for such consents and approvals as have already been obtained, (ii) violate any applicable law.
- 4.2 The Selectee Concessionaire represented that it is a 100% subsidiary of Lamoon Holdings Limited and further Lamoon Holdings Limited is a 100% subsidiary of China Jinjiang Environment Holding Company Limited, an offshore company incorporated in Cayman Islands on 8th September 2010 (Company Registration No: 245144). Thus Selectee

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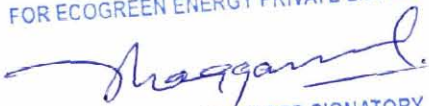

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Concessionaire is indirect subsidiary of China Jinjiang Environment Holding Company Limited.

- 4.3 The Selectee Concessionaire represented that it has carried out preliminary technical due diligence of the Lucknow SWM project and project facilities and has agreed to take over, operate and maintain the project and project facilities as per terms and conditions of the Concession Agreement.
- 4.4 The Selectee Concessionaire further represented that it has adequate financial, operational and managerial strength/back up to take over the duties and responsibilities relating to Lucknow SWM Project and render its services as per terms and conditions of the Concession Agreement for the residual concession period.
- 4.5 The Selectee Concessionaire further represented that it has made adequate financial arrangement for making payment of Outstanding Amount to ICICI Bank on or before 21.3.2017 or within such time as extended mutually.
- 4.6 Each of the Party represent that they have ensured and shall ensure that all details, information and communication with or without attachments reflect true and correct information about the Assets.


**ARTICLE 5: EXECUTION OF CONCESSION AGREEMENT & GRANT OF CONCESSIONS
BY ULB LUCKNOW:**

- 5.1 Pursuant to the terms and conditions of the Request for Proposal dated 25.8.2009, and, C&DS award letter No.511/G-2-16/14 dated 11.11.2009, a tripartite Concession Agreement (No. 19/CGM-1/20102011) was executed on 23.10.2010 among ULB Lucknow, C&DS UP JN and Concessionaire defining detailed terms and conditions of concessions including to design, build and operate the Lucknow SWM Project wherein municipal solid waste is collected, transported, processed and remnant waste is disposed of as per the provisions of applicable Municipal Solid Waste Rules.
- 5.2 The total cost of project including grants was Rs. 8403.55lacs (Rupees Eight thousand four hundred three lakh and fifty five thousand only) or as revised from time to time.
- 5.3 In order to accomplish the objectives of Concession Agreement, the Concessionaire was granted various concessions as more fully described in the Article 2.2 of Concession Agreement.
- 5.4 The roles and responsibilities of C&DS UP JN shall as per the provisions of the Article 5.2 of the Concession Agreement.

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ARTICLE 6: WORKS OF PROJECT AND DEFAULTS BY CONCESSIONAIRE:

- 6.1 The site for processing plant (land at village Shivri- area 19 hectare) and land for development of landfill site (land at village Palenda- area 6.83 hectare) was handed over to the Concessionaire respectively on 8.4.2011 and 15.10.2011. The balance land for landfill site measuring 14.595 hectare located at village Palenda was handed over to Concessionaire on 6.2.2013. Thereafter land for transfer stations at various places were also provided at different intervals on or before 10.1.2013 except the land at Hardoi Road, which could not be handed over due to eruption of dispute, however with all efforts, the possession of that land had also been handed over to Concessionaire on 20.5.2015.
- 6.2 As per terms and conditions of the Concession Agreement, the Concessionaire was under obligation to complete the project within a period of 8 calendar months from the date of handing over of the processing and landfill sites.
- 6.3 The concessionaire time and again by one pretext or other did not complete the project on scheduled completion date of the project, as extended from time to time, thus project remained incomplete until issuance of preliminary termination notice and thereafter.
- 6.4 In the greater public interest, with reference to Article 6.6 (c) (ii) of the Concession Agreement, the Concessionaire was granted "Provisional Completion Certificate" vide C&DS office Letter No. 184/W-16/21 dated 30.4.2016 with a Punch List of works remaining incomplete as on that date and called upon the Concessionaire to complete all incomplete works stated in the Punch List on or before 21.5.2016 and also an additional penalty of Rs. 20,00,000/- (Rupees Twenty Lakh only) was imposed on Concessionaire for non completion of the project as per schedule. Hence accordingly, the Commercial Operation Date was revised to 21.5.2016. It was also categorically conveyed that in the event of non completion of the pending works as listed in the Punch List, the C&DS UP JN, in exercise of its powers under Article 6.6 (c) (ii) & 6.6 (c) (iii) of the Concession Agreement, shall, impose liquidated damages of Rs. 5,00,000/-(Rupees Five Lakh Only) per week and it may/shall without prejudice to other rights and remedy(s) available, proceed to complete the incomplete works as stated in Punch List at the risks and cost of the Concessionaire.
- 6.5 Despite repeated reminders, cautions and other communications (verbal and/or written) calling upon the Concessionaire to complete the works stated in Punch List, so project and project facilities could be operated at its optimum installed capacity as per the terms and conditions of the Concession Agreement but Concessionaire did not care or paid any heed to such efforts leading to works remained incomplete.

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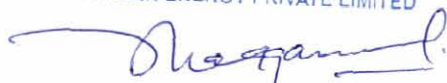
6.6 There have been numerous instances of non compliances of terms and conditions of the Concession Agreement from the side of Concessionaire, however, among various communications, few of the letters/communications have been referred in the Preliminary Termination Notice dated 21.10.2016 and some of latest letters showing breaches on the part of Concessionaire and calling its attention for remedying such defaults are stated herein.

- (i) Letter Number- 444/CG.M. – (HQ) /006/04 Dated 07.09.2013
- (ii) Letter Number- 813/WORK- 28/120 Dated 19.10.2013
- (iii) Letter Number- 909/WORK- 28/126 Dated 20.11.2013
- (iv) Letter Number- 913/WORK- 28/128 Dated 23.11.2013
- (v) Letter Number- 937/WORK- 28/130 Dated 28.11.2013
- (vi) Letter Number- 716/G.M. N. - 8 / G- 8-16/51 Dated 23.11.2013
- (vii) Letter Number- 513/CGM –1 /006/ 25 Dated 20.11.2013
- (viii) Letter Number- 961 / WORK- 28/131 Dated 06.12.2013
- (ix) Letter Number- 28/ WORK- 1/02 Dated 05.07.2016
- (x) Letter Number- 38/ WORK- 1/04 Dated 18.07.2016
- (xi) Letter Number- 85/ WORK- 1/18 Dated 22.07.2016
- (xii) Letter Number- 312/CGM –1 /016/ 8 Dated 20.08.2016
- (xiii) Letter Number- 890/G.M.- N. - 8 / G- 8-16/11 Dated 14.9.2016
- (xiv) Letter Number- 294/ WORK- 1/69 Dated 26.10.2016
- (xv) Letter Number- 327/ WORK- 1/70 Dated 3.11.2016
- (xvi) Letter Number- 1156/G.M.- N. - 8 / G- 8-16/18 Dated 11.11.2016
- (xvii) Letter Number- 327/ WORK- 1/76 Dated 11.11.2016
- (xviii) Letter Number- 345/ WORK- 1/81 Dated 24.11.2016
- (xix) Letter Number- 348/ WORK- 1/82 Dated 26.11.2016

6.7 There Concessionaire, *inter alia*, has been responsible for breach of various duties and obligations of the Concession Agreement; however Concessionaire has, directly and primarily, been responsible for the breaches falling under the following Events of Defaults under Article 12.1 of the Concession Agreement and also reflected in the preliminary termination notice.

- (i) 12.1(a)(iii)- the concessionaire has failed to adhere to the construction Requirements and such failure, in the reasonable estimation of the Independent

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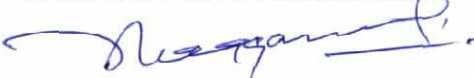
Engineer, is likely to delay achievement of COD beyond 90 days of the scheduled Project Completion Date or has actually resulted in the Concessionaire not achieving COD within 90 days (Ninety) days of the Scheduled Project Completion date.

- (ii) *12.1(a)(viii)- The Concessionaire is in Material Breach of any of its obligation under this Agreement and the same has not been remedied for more than 30(Thirty) days.*
- (iii) *12.1 (a)(xii)- The Concessionaire has abandoned the Project or the Project Facilities.*
- (iv) *12.1(a)(xiii)- The Concessionaire has unlawfully repudiated this agreement or has otherwise expressed an intention not to be bound by this agreement,*

6.8 The Concessionaire, in previous as well on this occasion, made promises to complete the remaining works as per proposed and agreed schedule, but unfortunately it never made any sincere efforts to complete the works, and, thus ULB Lucknow had no option except to initiate termination process and accordingly preliminary termination was issued. Some of the latest incidences, wherein Concessionaire has made promises but on checking the factual position, all those promises were found to be bogus and brief details are as:

- (i) With reference to C&DS Letter No. 294/ WORK- 1/69 Dated 26.10.2016, the Concessionaire submitted the status of various works vide its letter no. Enviro/LKo-735/16 dard 7.11.2016 but on physical inspection, majority of works were found to be incomplete /unsatisfactory.
- (ii) An inspection of the incomplete works of the project was carried out by the Project Manager and he noticed that despite an assurance by the Concessionaire to complete the pending works on or before 30.11.2016, but unfortunately many of the works were still incomplete and matter was brought to the notice of the Concessionaire vide C&DS Hq letter no. 357/W-1/4 dated 30.11.2016.
- (iii) The ULB Lucknow also carried out the inspection of the project on 29.11.2016 and noticed that remaining works have not been completed and intimation to this effect was sent to C&DS Hq vide letter no. 157/P/ Parya. Abhi /M.C. dated 3.12.2016
- (iv) With reference to completion/compliance report of the Concessionaire (Letter No. JET/2016/12/572 dated 1.12.2016), the inspection was carried out and found that majority of works have not been completed and status report to this effect was sent to Concessionaire vide C&DS Letter No. 490/N-15/W-16/42 dated 8.12.2016.

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(v) Thereafter Concessionaire vide its letter no. JET/2016/12/580 dated 16.12.2016 submitted a status report of completion of works, however the commitments and promises made by the Concessionaire were found to be incorrect on physical inspection.

6.9 The Uttar Pradesh Pollution Control Board ("UPPCB") provided its consent, at various intervals, for the project but Concessionaire has failed to adhere to the terms and conditions of Consent Letter(s). The UPPCB carried out the inspection of plant on 8.6.2016 and noticed that Concessionaire has not been complying with the conditions imposed in the Consent Letter(s) and blatantly violating the provision of Air (Prevention and Control of Pollution) Act, 1981, Water (Prevention And Control of Pollution) Act 1974 and Solid Waste Management Rules (SWM), 2016 and called upon the Concessionaire to obtain permission(s) /licence(s) /consent(s) under above mentioned applicable laws, from the UPPCB for operation of the plant. This reflected that Concessionaire has been least concerned with even for compliances of applicable pollution laws and thus violated the Article 6.15 of the Concession Agreement.

ARTICLE 7: SUBSTITUTION OF CONCESSIONAIRE WITH SELECTEE CONCESSIONAIRE:


7.1 Pursuant to the provisions of Article 2.2. of Substitution Agreement, the Preliminary Termination Notice No.994/GM-N-8/G-8-16/14 dated 21.10.2016 was served on the Concessionaire calling upon it to submit proposal for curing the defaults within a period of 30 (thirty) days from the date of receipt of the preliminary termination notice, however Concessionaire failed to submit any proposal, with reference to the notice, within the stipulated period of 30 (thirty) days of receipt of notice, however proposal(s) were submitted later without any intent of completing the works and on physical verifications, were found to be bogus i.e. Concessionaire failed to cure defect; thus Concessionaire breached the Article 2.3 of Substitution Agreement and Article 12.2 (a) (ii) and (iii) of the Concession Agreement.

7.2 The intimation of issuance of preliminary termination notice was communicated to ICICI Bank vide C&DS Office letter No. 389/CGM-1/016/15 dated 2.11.2016

7.3 Subsequent to failure of the Concessionaire to rectify the Events of Defaults as provided in the Preliminary Termination Notice, the Lender, in exercise of its powers under Article 2.4 of Substitution Agreement, brought to the notice of the ULB Lucknow about its intent to substitute the Concessionaire with a new party i.e. Selectee for Residual Concession Period. The intimation to this effect was also communicated to the Concessionaire.

FOR ECOGREEN ENERGY PRIVATE LIMITED


AUTHORISED SIGNATORY


महाप्रबन्धक (नि०-८)
सी० एम्ड डी० एस०
उ० प्र० जल निगम, लखनऊ


CGM (I)


पर्यावरण अभियंता
नगर निगम, लखनऊ

- 7.4 The ICICI Bank evaluated various potential third parties for substitution of the Concessionaire on the basis of selection criteria prescribed in Article 2.5(i) of Substitution Agreement and after due evaluation selected the Selectee Concessionaire for substitution.
- 7.5 The ICICI Bank, as per Article 3.1 (i) of Substitution Agreement submitted proposal (along with requisite documents including unconditional undertaking as provided in Article 3.1 (ii) of Substitution Agreement) with ULB Lucknow for approval of the Selectee Concessionaire, and, ULB Lucknow, after being empowered by Government of U P vide letter No. 915/Nau-5-2017-91sa/2017 dated 09.03.2017, has accorded its approval for substitution of Concessionaire with Selectee Concessionaire vide letter no. 217/P/Parya. Abhi./N.A. dated 10.03.2017.

ARTICLE 8: PAYMENT OF OUSTANDING AMOUNT TO THE LENDER:

- 8.1 With reference to ICICI Bank letter dated 7.3.2017, the Selectee Concessionaire, vide its letter dated 7.3.2017 has confirmed its commitment to make payment of Outstanding Amount to ICICI Bank Limited on or before 21.3.2017 or within such time as mutually extended.
- 8.2 Further ICICI Bank and Selectee Concessionaire have mutually executed a supplemental agreement for substitution dated 21.3.2017, wherein Selectee Concessionaire has agreed to pay Outstanding Amount to the ICICI Bank on or before 21.3.2017 or within such time as mutually extended as per terms and conditions of supplemental agreement for substitution.
- 8.3 On payment of Outstanding Amount, the Selectee Concessionaire shall obtain No-Dues letter/certificate from ICICI Bank and submit the same with ULB Lucknow.

ARTICLE 9: ROLES, OBLIGATIONS AND RIGHTS OF SELECTEE CONCESSIONAIRE:

- 9.1 Subject to the compliance of payment obligations as provided in this Agreement, the Selectee Concessionaire shall be Concessionaire for the Lucknow SWM Project and it shall perform its duties and responsibility and exercise its rights as envisaged in Concession Agreement for the Residual Concession Period.
- 9.2 The Selectee Concessionaire shall be authorised to set up a plant for “waste to energy” i.e generation of electricity from the solid waste, at the Project site.
- 9.3 It is agreed between the Selectee Concessionaire and ULB Lucknow that rate of 30% for First Year, 40% for Second Year and 50% third year and thereafter for minimum collection of User Charges as specified in Article 6.7 (e) of Concession Agreement shall be substituted with the following rates:

FOR ECOGREEN ENERGY PRIVATE LIMITED


AUTHORISED SIGNATORY

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महाप्रबन्धक (नि०-८)
सी० एण्ड जी० एस्०
उ० प्र० जल निगम, लखनऊ


CGM (I)


पर्यावरण आंदोलन
नगर निगम, लखनऊ

| Operation Period | Threshold Limits |
|-------------------|---|
| Ist Year | 50% of total amount of User Charges billable on the monthly basis |
| IInd Year | 60% of total amount of User Charges billable on the monthly basis |
| IIIrd year onward | 75% of total amount of User Charges billable on the monthly basis |

- 9.4 The Selectee Concessionaire shall be responsible for collection of minimum User Charges as per Article 6.7 (e) of Concession Agreement with effect from 01st July, 2017.
- 9.5 The revised Tipping Fee rates, as applicable, shall be paid to the Selectee Concessionaire. The revised Tipping Fee rates chart is annexed herewith as **Annexure-B**.

ARTICLE 10: PERFORMCE SECURITY AND CONSEQUENT OF BREACH:

- 10.1 Selectee Concessionaire shall, within 7 (seven) days of execution of this Agreement or within such time as extended mutually, submit performance security of Rs. 5,45,00,000/- (Rupees Five Crore Forty Five Lakh only) in the form of bank guarantee(s), from nationalised banks or state bank of India (including its subsidiaries), in favour of C&DS UPJN valid for a period of 6 (six) months.
- 10.2 Before expiry of performance security as submitted with C&DS UPJN, the Selectee Concessionaire shall, in compliance of the Article 6.1 (b) of the Concession Agreement, deliver fresh performance security in favour of the ULB Lucknow as per the requirements outlined in Article 6.1 (a) of the Concession Agreement and such security shall be kept valid throughout the Concession Period either by renewal or otherwise.
- 10.3 Additional performance security shall also be submitted in favour of ULB Lucknow as per Article 6.1 (c) of the Concession Agreement.

ARTICLE 11: VALIDITY, TERM OF THIS AGREEMENT AND CONSEQUENCES THEREOF:

- 11.1 This Agreement shall be valid subject to the payment of Outstanding Amount to ICICI Bank by the Selectee Concessionaire as per terms and conditions of the annexed memorandum of understanding, and thereafter this Agreement shall be treated as part and parcel of Concession Agreement and shall be dealt as per terms and conditions of the Concession Agreement.
- 11.2 This Agreement shall be effective from the date of execution of this Agreement subject to the payment of the Outstanding Amount to the Lender.

FOR ECOGREEN ENERGY PRIVATE LIMITED

 AUTHORISED SIGNATORY

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 महाप्रबन्धक (नि०-८)
 सी० एच० डी० एस०
 उ० प्र० जल निगम, लखनऊ


 CGM (I)


 पर्यावरण अभियन्ता
 निगम, लखनऊ

- 11.3 Subject to Article 10.1 above, wherever name and reference of Concessionaire appears in *Concession Agreement* or other connected documents, shall be deemed to have been replaced or substituted with the name of Selectee Concessionaire.

ARTICLE 12: REGISTERED ADDRESS OF PARTIES AND SERVING OF NOTICE:

- 12.1 Any notice, request or other communication required to be given under this Agreement shall be served personally, sent by e- mail or mailed to the other Party by registered post or speed post, addressed to the Parties at their respective addresses set out in this Agreement, or at any other address that each Party shall provide to the other in writing.

ULB Lucknow

Municipal Commissioner
Lucknow Nagar Nigam
,Lucknow-226001
Mob.+91- 0522 -2622440
E- mail: nnlko@nic.in

Selectee Concessionaire

Mr. Rakesh Kumar Aggarwal
Director
Sohna Road, Gurgaon -122001
Mob.+91- 9811472273
E- Mail: ra@ecogreenenergy.co.in


C&DS UPJN,

Director
C&DS, UP Jal Nigam
TC-38 V, Vibhuti Khand -
Gomti Nagar, Lucknow- 226010
Mob.+91- 9451572022
E- mail: director@cdsupjn.org

- 12.2 Any notice served personally shall be considered given at the time of service. Any notice given by registered post/speed post shall be deemed to have been received within 3(three) days after the date of posting as shown on the post office receipt. The notice sent by e-mail shall be deemed to be delivered on same date and shall be effective and operational either on acknowledgement by the receiving Party or on by further sending of confirmatory e-mail within 48 hours of first e-mail to the other Party.
- 12.3 Any change in authorised addressee shall be notified to other concerned parties within a period not exceeding 15 (fifteen) days from the date of such change.

FOR ECOGREEN ENERGY PRIVATE LIMITED


AUTHORISED SIGNATORY


महेश कुमार (नि०-८)
सी० एण्ड डी० एस०
उ० प्र० जल निगम, लखनऊ


CGM (I)


पंकज भूषण
पर्यावरण अभियंता
नगर निगम, लखनऊ

ARTICLE 13: FURTHER ACTS AND ASSURANCES:

Each Party shall co-operate with the other and execute and deliver to the other such instruments and documents and take such other actions as may be reasonably requested by the other Party from time to time in order to carry out, give effect to, and for the intended purpose of this Agreement.

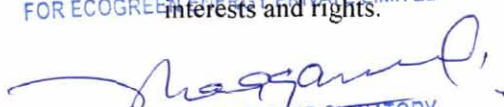
ARTICLE 14: ENTIRE AGREEMENT:

- 14.1 This Agreement shall be read, understood and construed in conjunction with reference to all previous communications, representations and understandings, either oral or written, between the Parties, except as specifically excluded.
- 14.2 This Agreement can be modified only by an instrument in writing and signed by the Parties.
- 14.3 This Agreement and Concession Agreement are to be taken as mutually explanatory and, be read, construed, understood, severally and/or jointly, as the case may be and in the event of any conflict, difference or dispute between them, the priority shall be accorded to the Concession Agreement and the detailed terms and conditions, as specified in the Concession Agreement shall have overriding effect; provided, however, that any other conditions or obligations imposed in the Substitution Agreement shall continue to have effect in addition to its obligations and rights under the Concession Agreement.
- 14.4 Wherever any terms or definition has been used or referred, such terms or definition shall be interpreted or construed as per reference provided in this Agreement and/or Concession Agreement.
- 14.5 The all costs of execution of license agreement including stamp duty, registration charges and legal fee have been borne by the Selectee Concessionaire.

ARTICLE 15: SEVERABILITY:

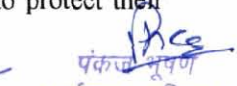
- 15.1 The provisions of this Agreement shall be deemed severable, and the unenforceability of any one or more of its provisions shall not affect the enforceability of any of the other provisions. If any provision is declared to be unenforceable, the concerned parties shall substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the Parties.

- 15.2 The Parties hereto consider the restrictions contained to be reasonable as to protect their interests and rights.

FOR ECOGREEN ENERGY PRIVATE LIMITED

AUTHORISED SIGNATORY

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महाप्रबन्धक (नि०-४)
सी. एच. ई. एस।
उ० प्र० जल निगम, लखनऊ


CGM (I)


पंकज शर्मा
पर्यावरण अभियन्ता
Page 15 of 19 लखनऊ

ARTICLE 16: NO PARTNERSHIP OR AGENCY:

This agreement is being executed on principal to principal basis and nothing contained herein shall or shall be deemed to create any partnership, agency, association, trust, or joint venture between the Parties, or their representatives and employees and nothing herein shall be deemed to confer on any Party any authority to incur any obligation or liability on behalf of the other Party.

ARTICLE 17: ASSIGNMENT:

The rights, powers, obligations and/or duties under this Agreement or cannot be assigned except as provided in the Concession Agreement.

ARTICLE 18: AMENDMENTS:

No amendments and/or modifications to this Agreement shall be valid unless executed in writing and signed by Parties.

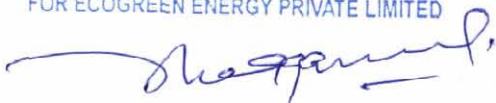
ARTICLE 19: GOVERNING LAWS:

The terms and conditions of this agreement and performance hereunder shall be construed in accordance with Laws as applicable in the state of Uttar Pradesh.

ARTICLE 20: DISPUTE RESOLUTION:

- 20.1 In case of any dispute or difference with reference to subject matter of this Agreement, Parties shall make reasonable efforts to reach an amicable settlement thereof.
- 20.2 If the Parties cannot reach an amicable settlement, all disputes arising in connection with this Agreement, limited to handing over/ taking over of the project, shall be settled, under the laws of Arbitration and Conciliation Act, 1996, by a single arbitrator by the ULB Lucknow. The language of arbitration shall be English and proceedings shall be held at Lucknow. The decision of sole Arbitrator shall be conclusive and binding on all the parties.
- 20.3 On this Agreement being valid and effective, thereafter all disputes shall be settled as per dispute resolution mechanism as provided under Article 14 of Concession Agreement.
- 20.4 During the pendency of arbitration proceedings, the Selectee Concessionaire shall continue to perform duties and obligations as per the terms and conditions of the Concession Agreement.
- 20.5 The Courts at Lucknow shall have exclusive jurisdiction in all matters arising out of this Agreement or under the referred subject matter.

FOR ECOGREEN ENERGY PRIVATE LIMITED



AUTHORISED SIGNATORY

216

महाप्रबन्धक (नि०-८)
सी० एच० डी० एस०
उ० प्र० अल निगम, लखनऊ


CGM (I)

Page 16 of 19


पंचायत समिति
पर्यावरण अभियंता
नगर निगम, लखनऊ

ARTICLE 21: INTERPRETATION:

- 21.1 Headings are inserted for ease of reference only and have no legal effect.
- 21.2 References to Articles are references to Articles of this Agreement or Concession Agreement including schedule and annexure.
- 21.3 The singular shall include the plural and vice versa. Words like "it", "he" "she" "her", "his", "their" shall be understood and construed with reference to the subject matter referred therein.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day, month and the year above written.

For ULB Lucknow

Municipal Commissioner उदय राज सिंह
Seal नगर आयुक्त
नगर निगम, लखनऊ

Confirming Party (C&DS UP JN)

निदेशक,
सी०एच० डी०एस०,
उ० प्र० जल निगम, लखनऊ

Director

Seal

Date: 21.03.2017

Place: Lucknow

Signed and delivered in the presence of:

Witness 1:

Signature [Signature]

Name P.K. SRIVASTAVA

Address Additional Municipal Commissioner
Municipal Corporation, Lucknow

For Selectee Concessionaire

[Signature]
FOR ECOGREEN ENERGY PRIVATE LIMITED

Director

Seal **AUTHORISED SIGNATORY**

Witness 2:

Signature [Signature]

Name Li suping

Address 344# , Espace , Nivikana , Gurgaon

[Signature]
महाप्रबन्धिक (नि०-४)
सी० एच० डी० एस०
उ० प्र० जल निगम, लखनऊ

[Signature]
CGM (I)

[Signature]
पर्यावरण अभियन्ता
नगर निगम, लखनऊ


Annexure-A

(Preamble Q)

The supplemental agreement for substitution executed between the Selectee Concessionaire and the Lender.

FOR ECOGREEN ENERGY PRIVATE LIMITED

AUTHORISED SIGNATORY


महाप्रबन्धक (नि०-८)
सी० एच० डी० एस०
उ० प्र० लज निगम, लखनऊ



CGM (I)



पर्यावरण मूषण
पर्यावरण अभियन्ता
नगर निगम, लखनऊ

Annexure-B

(Article 9.5)

Revised Tipping Fee Rates Chart

FOR ECOGREEN ENERGY PRIVATE LIMITED

AUTHORISED SIGNATORY


महाप्रबन्धक (नि०-८)
सी० एच० डी० एस०
उ० प्र० जल प्रभाग, लखनऊ


CGM (I)


पंकज भूषण
पर्यावरण अभियन्ता
नगर निगम, लखनऊ



उत्तर प्रदेश UTTAR PRADESH

DP 837917

AUTHORISED SIGNATORY

[Signature]
 FOR ECOGREEN ENERGY PRIVATE LIMITED

This forms an integral part of Selectee
 Concessionaire Agreement dated March 21, 2017
 executed between Lucknow Municipal Corporation
 Ecogreen Energy Pvt Ltd and ICICI Bank Ltd

FOR ECOGREEN ENERGY PRIVATE LIMITED

[Signature]
 AUTHORIZED SIGNATORY

FOR ECOGREEN ENERGY PRIVATE LIMITED

[Signature]
 AUTHORIZED SIGNATORY

For ICICI Bank: Limited

[Signature]
 Authorised Signatory

उद्ययराज सिंह
 नगर आयुक्त
 नगर निगम, लखनऊ
[Signature]

उद्ययराज सिंह
 नगर आयुक्त
 नगर निगम, लखनऊ
[Signature]

[Signature]
 21/0
 CGM (I)

उद्ययराज सिंह
 नगर आयुक्त
 नगर निगम, लखनऊ
[Signature]

[Signature]



उत्तर प्रदेश UTTAR PRADESH

DP 837916

AUTHORISED SIGNATORY

FOR ECOGREEN ENERGY PRIVATE LIMITED

This forms an integral part of Selectee
Concessionaire Agreement dated March 21, 2017
executed between Lucknow Municipal Corporation
Ecogreen Energy Pvt Ltd and ICICI Bank Ltd.

FOR ECOGREEN ENERGY PRIVATE LIMITED

AUTHORISED SIGNATORY

FOR ECOGREEN ENERGY PRIVATE LIMITED

AUTHORISED SIGNATORY

For ICICI Bank Limited

Authorised Signatory

उदयरज सिंह
नगर आयुक्त
नगर निगम, लखनऊ

उदयरज सिंह
नगर आयुक्त
नगर निगम, लखनऊ

CGM (I)



उत्तर प्रदेश UTTAR PRADESH



FOR ECOGREEN ENERGY PRIVATE LIMITED

[Handwritten signature]

AUTHORISED SIGNATORY

This forms an integral part of Selectee Concessionaire Agreement dated March 21, 2017 executed between Lucknow Municipal Corporation Ecogreen Energy Pvt Ltd and ICI CI Bank Ltd.

FOR ECOGREEN ENERGY PRIVATE LIMITED

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AUTHORISED SIGNATORY

FOR ECOGREEN ENERGY PRIVATE LIMITED

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AUTHORISED SIGNATORY

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For ICICI Bank Limited

[Handwritten signature]
Authorized Signatory

[Handwritten initials]

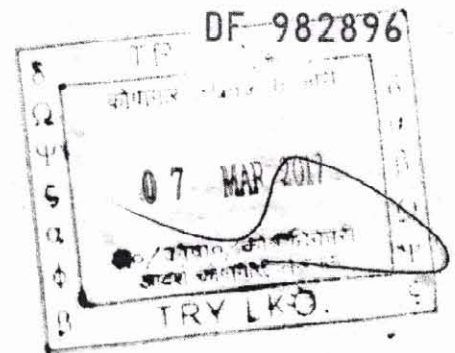
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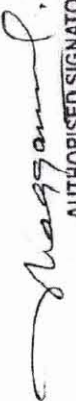
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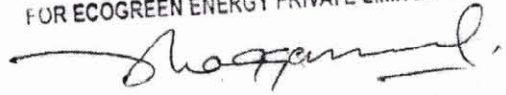


FOR ECOGREEN ENERGY PRIVATE LIMITED


 AUTHORISED SIGNATORY

This forms an integral part of selectee
 Concessionaire Agreement dated March 21, 2017
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 Ecogreen Energy Pvt Ltd and ICICI Bank Ltd.

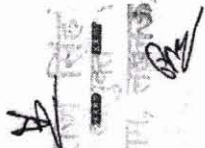
FOR ECOGREEN ENERGY PRIVATE LIMITED



AUTHORISED SIGNATORY

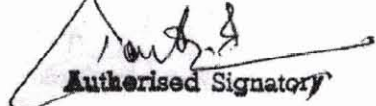

 FOR ECOGREEN ENERGY PRIVATE LIMITED

AUTHORISED SIGNATORY


 उदयरज सिंह
 नगर आयुक्त
 नगर निगम, लखनऊ



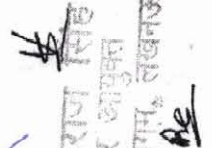
For ICICI Bank Ltd


 Authorised Signatory

उदयरज सिंह
 नगर आयुक्त
 नगर निगम, लखनऊ



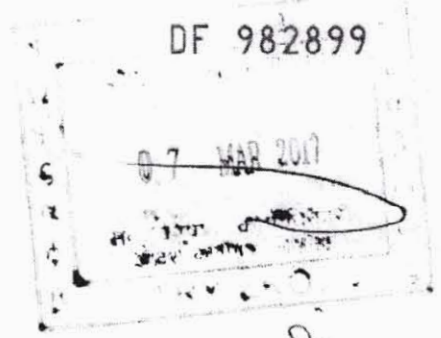
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 नगर निगम, लखनऊ



उत्तर प्रदेश UTTAR PRADESH

DF 982899



FOR ECOGREEN ENERGY PRIVATE LIMITED

Shagun

AUTHORISED SIGNATORY

This forms an integral part of Selectee
Concessionaire Agreement dated March 21, 2017
executed between Lucknow Municipal Corporation
Ecogreen Energy Pvt Ltd and ICICI Bank Ltd
FOR ECOGREEN ENERGY PRIVATE LIMITED

Shagun

AUTHORISED SIGNATORY

FOR ECOGREEN ENERGY PRIVATE LIMITED

Shagun

AUTHORISED SIGNATORY

उदयराम सिंह
नगर आयुक्त
नगर निगम, लखनऊ

For ICICI Bank Limited

[Signature]
Authorised Signatory

Shagun
उदयराम सिंह
नगर आयुक्त
नगर निगम, लखनऊ

[Signature]

उदयराम सिंह
नगर आयुक्त
नगर निगम, लखनऊ

CGM (I)



उत्तर प्रदेश UTTAR PRADESH

DF 982901
07 MAR 2017

FOR ECOGREEN ENERGY PRIVATE LIMITED

Shagun
AUTHORISED SIGNATORY

This forms an integral part of Selectee
Concessionaire Agreement dated March 21, 2017
executed between Lucknow Municipal Corporation,
Ecogreen Energy Pvt Ltd and ICI CI Bank Ltd

FOR ECOGREEN ENERGY PRIVATE LIMITED
Shagun

AUTHORISED SIGNATORY

FOR ECOGREEN ENERGY PRIVATE LIMITED

Shagun
AUTHORISED SIGNATORY

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Pa

For ICI CI Bank Limited

Shagun
Authorised Signatory

उदयरज सिंह
नगर आयुक्त
नगर निगम, लखनऊ

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CGM (I)

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AGREEMENT FOR SUBSTITUTION

THIS AGREEMENT FOR SUBSTITUTION is entered into on this the 21 day March 2017 at Lucknow is supplemental to the Substitution Agreement dated November 1, 2012 ("Agreement")

AMONGST,

Lucknow Municipal Corporation, a municipal corporation constituted under the Uttar Pradesh Municipal Corporation Act 1959, having its office at Triloknath Marg, Lalbagh, Lucknow-226001 (hereinafter referred to as "ULB" which expression shall unless excluded by or repugnant to the context be deemed to include its successors and permitted assigns) of the first part;

AND

Ecogreen Energy Private Limited, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 219, IInd Floor, Vipul Trade Centre, Sector-48, Sohna Road, Gurgaon-122001, Haryana, India (hereinafter referred to as the "Selectee Concessionaire" which expression shall unless excluded by or repugnant to the context include the successors and permitted assigns) of the second part; and

AND

ICICI Bank Limited, a public company incorporated under the Companies Act, 1956 and a banking company within the meaning of the Banking Regulation Act, 1949, having its registered office at ICICI Bank Tower, Near Chakli Circle, Old Padra Road, Vadodara, Gujarat, Pin- 390007 and its corporate office at ICICI Bank Towers, Bandra Kurla Complex, Mumbai 400051 and amongst others, a branch /office at 31/54, Shalimar Tower, ICICI Bank Regional Office, M G Marg, Hazratganj Lucknow- 226001 (hereinafter referred to as the "Lender" which expression shall unless excluded by or repugnant to the context be deemed to include its successors and permitted assigns) of the third part.

"ULB", "Selectee Concessionaire" and the "Lender" shall individually be referred to as the "Party" and collectively be referred to as "Parties".

WHEREAS:

A. By the Concession Agreement dated October 23, 2010 entered into between ULB, Construction & Design Services and M/s Jyoti Envirotech Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Plot No-05, Neebu Bagh, Chowk, Lucknow, Uttar Pradesh- 226003 (the "Existing Concessionaire") (hereinafter referred to as the "Concession Agreement", which expression shall include any amendment made thereto) the Existing Concessionaire was granted the Concession to implement the Project on a PPP basis. However, the Existing Concessionaire failed to perform its duties and obligations as per the terms of the Concession Agreement and accordingly, ULB and the Lender have now mutually agreed to substitute the Existing Concessionaire in accordance with the terms of the substitution agreement dated November 1, 2012 (the "Substitution Agreement", which expression shall include any amendment made thereto).

For ICICI Bank Limited

AUTHORISED SIGNATORY

Authorized Signatory 21/03/2017

CGM (I)

उदयरज सिंह
नगर आयुक्त
नगर निगम, लखनऊ

FOR ECOGREEN ENERGY PRIVATE LIMITED
AUTHORISED SIGNATORY

FOR ECOGREEN ENERGY PRIVATE LIMITED
AUTHORISED SIGNATORY

FOR ECOGREEN ENERGY PRIVATE LIMITED
AUTHORISED SIGNATORY

FOR ECOGREEN ENERGY PRIVATE LIMITED
AUTHORISED SIGNATORY

उदयरज सिंह
नगर आयुक्त
नगर निगम, लखनऊ

B. Pursuant to the technical evaluation of the Selectee Concessionaire by the ULB, the Selectee Concessionaire was recommended by the Lender *vide* its letter dated March 7, 2017 issued to ULB to be appointed as the Selectee Concessionaire and has thereafter, been selected by ULB as the "Concessionaire" for the purpose of the Concession Agreement, by replacing the Existing Concessionaire for the Residual Concession Period.

C. With a view to agree to the rights and obligations of the Parties pursuant to the current substitution and appointment of the Selectee Concessionaire in terms of the Substitution Agreement and such other agreements as may be executed between ULB and the Selectee Concessionaire to give effect to the Substitution of the Concessionaire by the Selectee Concessionaire, the Selectee Concessionaire, ULB and the Lender have agreed to enter into this Agreement which is supplemental to the Substitution Agreement.

NOW, THEREFORE, in consideration of the foregoing, the Parties are entering into this Agreement and hereby agree as follows:

1. ULB hereby appoints the Selectee Concessionaire as the Concessionaire as per the terms of the Concession Agreement and the Selectee Concessionaire hereby agrees to act as the Concessionaire, effective on and from the date hereof, for all purposes pertaining to the Project, Concession Agreement, Substitution Agreement and other transaction documents. ULB and the Concessionaire hereby agree to amend the Concession Agreement or execute a fresh agreement or such other writing as may be required or necessary to give effect to the Substitution of the Concessionaire by the Selectee Concessionaire for the Residual Concession Period.

2. ULB and the Selectee Concessionaire also agree to execute such other writing as may be required by the Lender for the residual term of such Substituted Direct Agreements to the extent deemed necessary by the Lender.

3. The Selectee Concessionaire hereby acknowledges that the Lender has provided a facility aggregating to Rs. 257.0 million ("Facility") to the Existing Concessionaire and the outstanding amount (including applicable interest and other charges) due as on date of the execution of this Agreement is Rs. 241.34 million ("Outstanding Amount").

4. The Selectee Concessionaire hereby agrees, confirms and undertakes to pay the entire Outstanding Amount along with the accrued interest or charges as on the date of payment, without any demur, dispute or protest in a form and manner designated by the Lender, on or before March 21, 2017.

5. The Selectee Concessionaire and ULB agree and confirm that the Lender shall have the right to substitute the Selectee Concessionaire in accordance with this Agreement in case of failure of the Selectee Concessionaire to repay the entire Outstanding Amount on or before March 21, 2017. The Selectee Concessionaire and ULB hereby waive all rights to object or challenge such substitution of the Selectee Concessionaire in case of failure on the part of the Selectee Concessionaire to repay the Outstanding Amount in a manner provided herein.

6. Each Party hereby expressly represents and warrants that it is authorized to execute this Agreement.

FOR ECOGREEN ENERGY PRIVATE LIMITED

[Signature]
AUTHORISED SIGNATORY

FOR ECOGREEN ENERGY PRIVATE LIMITED

[Signature]
AUTHORISED SIGNATORY

उद्योग राज सिंह
नगर आसक्त
नगर निगम, लखनऊ
[Signature]

[Signature]
AUTHORISED SIGNATORY

For ICICI Bank

[Signature]
Authorised Signatory 21/03/2017

AUTHORISED SIGNATORY

CGM (I)

उद्योग राज सिंह
नगर आसक्त
नगर निगम, लखनऊ

[Signature]
Rec

[Signature]

7. The rights of the Lender under this Agreement, whether expressly stated herein or derived from any other agreement including the Substitution Agreement, Concession Agreement or the Financing Documents, shall be in addition to any other rights that the Lender may have under applicable laws and the same shall not be explicitly or impliedly restricted by anything stated in this Agreement in any manner whatsoever.

8. The terms of this Agreement shall prevail in case of any inconsistency with the terms of the Substitution Agreement, Concession Agreement and the Financing Documents in relation to the matters contained herein.

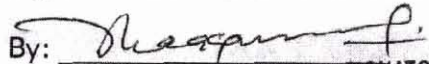
9. All capitalized terms not defined herein shall have the meaning ascribed to them under the Substitution Agreement, Concession Agreement and the Financing Documents (as applicable).

In witness whereof the parties hereto have set their hands hereunto on the day, month and year hereinabove mentioned.

FOR ECOGREEN ENERGY PRIVATE LIMITED

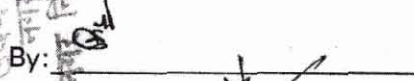
FOR ECOGREEN ENERGY PRIVATE LIMITED

Signed and delivered on behalf of Ecogreen Energy Private Limited

By: 
AUTHORISED SIGNATORY

Name: Rakesh Kumar Aggarwal
Title: Director

Signed and delivered on behalf of ULB

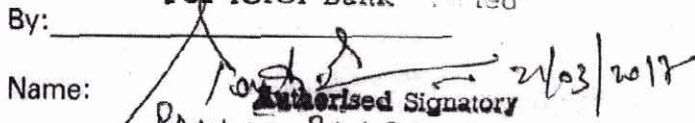
By: 

Name: उदयरज सिंह
नगर आयुक्त

Title: नगर निगम, लखनऊ

Signed and delivered on behalf of ICICI Bank Limited

For ICICI Bank Limited

By: 
Name: PANKAJ BHARDWAJ 24/03/2018
Authorised Signatory

Title: REGIONAL HEAD - SME/C&I (UP)
ICICI BANK Ltd,
Lucknow.

CGM (I)



FOR ECOGREEN ENERGY PRIVATE LIMITED

AUTHORISED SIGNATORY

उदयरज सिंह
नगर आयुक्त
नगर निगम, लखनऊ

प्रेषक,
श्रीप्रकाश सिंह,
सचिव,
उत्तर प्रदेश शासन।

सेवा में,
नगर आयुक्त,
नगर निगम,
लखनऊ।

नगर विकास अनुभाग-5

लखनऊ: दिनांक: 04 दिसम्बर, 2015

विषय: जेएनएनयूआरएम कार्यक्रम के यूआईजी कार्यान्वयन के अन्तर्गत लखनऊ की सॉलिड वेस्ट मैनेजमेंट परियोजना के अन्तर्गत कन्सेशनार्यर द्वारा प्रस्तुत टिपिंग फीस के संशोधन संबंधी प्रस्ताव का अनुमोदन।

महोदय,

उपर्युक्त विषयक कृपया अपने पत्र संख्या-188/पीएम/जे/2015-16, दिनांक 03 नवम्बर, 2015 का सन्दर्भ ग्रहण करने का कष्ट करें, जिसके द्वारा नगर निगम, लखनऊ के मा0 सदन की बैठक दिनांक 19.09.2015 के प्रस्ताव नं0 संख्या-4 पर पारित संकल्प संख्या-7 के परिप्रेक्ष्य में जेएनएनयूआरएम कार्यक्रम के यूआईजी कार्यान्वयन के अन्तर्गत लखनऊ की सॉलिड वेस्ट मैनेजमेंट परियोजना के अन्तर्गत कन्सेशनार्यर द्वारा प्रस्तुत संशोधित टिपिंग फीस सम्बन्धी प्रस्ताव को शासन स्तर से स्वीकृति का अनुरोध किया गया है।

2- अतः उक्त प्रस्ताव, जिसमें टिपिंग फीस की संशोधित दर रू0 1604.00 प्रति मीट्रिक टन प्रस्तावित किया गया है, पर सम्यक् विचारोपरान्त एतद्वारा स्वीकृति प्रदान करते हुए मुझे यह कहने का निदेश हुआ है कि प्रकरण में तदनुसार अग्रेतर कार्यवाही करते हुए कृत कार्यवाही की आख्या शासन को उपलब्ध कराने का कष्ट करें।

भवदीय,

(श्रीप्रकाश सिंह)
सचिव।

संख्या-6047(1)/नौ-5-2015, तददिनांक

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित:-

- (1) मा0 महापौर, नगर निगम, लखनऊ।
- (2) निदेशक, नगर निकाय, उ0प्र0 लखनऊ।
- (3) मण्डलायुक्त/जिलाधिकारी, लखनऊ।
- (4) निदेशक, सीएण्डडीएस, उ0प्र0 जल निगम, लखनऊ।
- (5) गार्ड फाइल/कम्प्यूटर सेल।

आज्ञा से
(उमा शंकर सिंह)
विशेष कार्यवाहीकारी।

CGM (II)

CGM-E/SAO
CGM-8/CGM-3/CGM-15

आर
8/11/15

CGM-8/CGM-3/CGM-15

15/12/15

584/R-8/12-12-15

for my a 18.

10/12/15
CGM-8

218

Handwritten signature



उत्तर प्रदेश UTTAR PRADESH

BC 079398

| Clause/Article wise amendments in provision of Concession Agreement No-19/CGM-1/2010-11 Dt. 23-10-2010. These amendments will form part of Original Concession Agreement dated 23.10.2010. | | | | | | | |
|---|----|---|--|-----------------|---|--------------|-----------|
| Original Clause & Page No. | | Clauses as per Agreement | | | Clauses after Amendments | | Remark |
| 9.1 | 37 | Subject to the provision of this Agreement and in consideration of the Concessionaire accepting the Concession and undertaking to perform and discharge its obligations in accordance with the terms, condition and covenants set forth in this Agreement, ULB and C&DS, UPJN agrees to provide the Capital Grant to the concessionaire as mentioned below. | | | Subject to the provision of this Agreement and in consideration of the Concessionaire accepting the concession and undertaking to perform and discharge its obligations in accordance with the terms, condition and covenants set forth in this Agreement, ULB and C&DS, UPJN agrees to provide the Capital Grant to the concessionaire as mentioned below. | | No change |
| | | Sl.No | Particulars | Amount | Particulars | Amount | |
| | 38 | 1 | One time capital grant for procurement of the equipment and vehicles towards primary & secondary collection and transportation of MSW. (the "C&T Capital Grant") | Rs.2180.66 lacs | 1-One time capital grant for procurement of equipments and vehicles towards primary & secondary collection and transportation of MSW. (the "C&T Capital Grant") | 2180.66 lacs | |
| | | | | | 1(a)-Additional provision for cost escalation to be reimbursed out of 13th Finance Commission allocation. | 156.13 lacs | |
| | | Total | | | | 2336.79 lacs | |

For Jyoti Enviro Tech Pvt. Ltd

[Signature]
Director

216
[Signature]

[Signature] Contd..... 2
CGM (I)



उत्तर प्रदेश UTTAR PRADESH

(2)

BC 079399

| | | | | | | |
|---|-----|--|-----------------|--|--|--|
| 38 | 2 | One time capital grant for construction of compost processing plant and Sanitary Landfill (the "Compost Plant and Landfill Capital Grant") | Rs.2111.34 lacs | 2-One time capital grant for construction of compost processing plant and Sanitary Landfill (the "Compost Plant and Landfill Capital Grant") | 2111.34 lacs | |
| | | | | 2(a) Additional provision for additional work/escalation to be reimbursed out of 13th Finance Commission allocation | 684.16 lacs | |
| | | | | Total | 2795.50 lacs | |
| | | | | 3-Additional provision for admissible cost escalation for Concessionaire part of investment to be reimbursed out of 13th Finance Commission allocation | 150.26 lacs | |
| This would be paid, subject to the following | | | | | | |
| 39 | (1) | During the Construction Period , minimum capital expenditure to be incurred on Collection and Transportation Services shall be Rs. 2240.66 lacs. In case the actual expenditure incurred is less than Rs. 2240.66 lacs, then the Capital Grant would be reduced proportionately. | | During the Construction Period , minimum capital expenditure to be incurred on Collection and Transportation Services shall be Rs. 2396.79 lacs. In case the actual expenditure incurred is less than Rs. 2396.79 lacs, then the Capital Grant would be reduced proportionately. | Rs. 60.00 lacs is included in the provisions which is concessionaire's part. | |

For Jyoti Enviro Tech Pvt Ltd

Director

Contd..... 3

CGM (I)

(3)

| | | | |
|---|-------|---|---|
| 39 | (ii) | In cases the capital expenditure incurred on Collection and Transportation services is more than the Capital Grant, during the Construction Period, then Capital Grant, would be Rs. 2180.66 lacs. | In cases the capital expenditure incurred on Collection and Transportation services is more than the Capital Grant, during the construction Period, then Capital Grant, would be Rs.2336.79 lacs. |
| This would be paid, subject to the following | | | |
| 40 | (i) | During the Construction Period, the minimum capital expenditure to be incurred on MSW Processing Facility and Landfill Facility shall be Rs. 5172.34 lacs. In case the actual expenditure incurred is less than Rs. 5172.34 lacs, then the Capital Grant would be reduced proportionately. | During the Construction Period, the minimum capital expenditure to be incurred on MSW Processing Facility and Landfill Facility shall be Rs 6006.768 lacs. In case the actual expenditure incurred is less than Rs. 6006.768 lacs, then the Capital Grant would be reduced proportionately. |
| 40 | (ii) | In case the capital expenditure incurred on compost plant and Landfill Facility is more than the Capital Grant during the Construction Period, then Capital Grant, would be Rs. 2111.34 lacs. | In case the capital expenditure incurred on compost plant and Landfill Facility including amount mentioned in Sl.(iii) below, is more than the Capital Grant during the Construction Period, then Capital Grant, would be Rs. 2945.78 lacs. |
| NA | (iii) | ----- | A maximum amount of Rs 150.26 lacs will be paid to the concessionaire on account of cost escalation on works of SLF belonging to concessionaire part. (After completion of SLF as per drawings & specifications.) |
| 6.1(a) | 19 | The Concessionaire.....simultaneous with the execution of this Agreement, a bank guarantee substantially in the format provided in the Schedule L from a Nationalized Bank/ State Bank of India or any of its subsidiaries (other than regional rural banks and cooperative banks), ("Performance Security ") for a sum of Rs. 480.00 Lacs. | The Concessionaire.....Effective Date. The Concessionaire shall submit Performance Security of an additional sum of ((480.x8403.558/7413.002=544.14 or 545 lacs.)-480.00=65.00 Lacs)) valid initially for a period of 18 (Eighteen) months from the Date of this amendment. This Performance Security must be in the shape of Bank Guarantee from a Nationalised Bank as described above. |

Enclosure:-

- 1 Development plan
- 2 Minutes of meeting under chairmanship of Secretary, Nagar Vikas, Govt. of U.P held on 21-08-2014 circulated vide letter no
- 3 Copy of G.O. NO 1234/A-9-2014-247t Dt. 14-10-2014 regarding approval for amount to be paid out of 13th Finance Commission allocation.

(Er. S.K Jain)
Project Manager
Nagar Nigam, Lucknow

(Er. N.P Singh)
C.G.M
C&DS, U.P Jal Nigam
Lucknow

Jyoti Enviro Tech Pvt. Ltd.
5, Neebu Bagh, Chowk, Lucknow

For Jyoti Enviro Tech Pvt. Ltd

Director

CGM (I)

जे०एन०एन०यू०आर०एम० कार्यक्रम के यू०आई०जी० कार्यान्वयन के अन्तर्गत शहरी विकास मंत्रालय, भारत सरकार द्वारा स्वीकृत लखनऊ शहरी की सॉलिड वेस्ट मैनेजमेंट परियोजना के कार्यान्वयन हेतु कन्सेशनेयर फर्म द्वारा प्रस्तुत विस्तृत डेवलपमेंट प्लान पर विचार-विमर्श हेतु सचिव महोदय की अध्यक्षता में दिनांक 21.08.2014 को पूर्वान्ह 11:30 बजे आहूत बैठक का कार्यवृत्त।

5837
08/9/14

उपस्थित :-

- | | | |
|-----|--------------------------|--|
| 1- | श्री अविनाश कृष्ण सिंह | संयुक्त निदेशक, नगरीय निकाय, निदेशालय, लखनऊ। |
| 2- | श्री आर०के० सिंह | नगर आयुक्त नगर निगम लखनऊ। |
| 3- | | अपर निदेशक स्थानीय निकाय लखनऊ। |
| 4- | श्री अनूप कुमार सक्सेना. | निदेशक सी०एण्ड डी०एस०, उ०प्र० जल निगम, लखनऊ। |
| 5- | श्री पी०के० श्रीवास्तव, | अपर नगर आयुक्त नगर निगम लखनऊ। |
| 6- | श्री आर०एम० कान्त, | मुख्य महाप्रबन्धक (मु०), सी०एण्ड डी०एस०, उ०प्र० जल निगम, लखनऊ। |
| 7- | श्री एन०पी० सिंह, | मुख्य महाप्रबन्धक, सी०एण्ड डी०एस०, उ०प्र० जल निगम, लखनऊ। |
| 8- | श्री जी०पी० शुक्ला, | महाप्रबन्धक, सी०एण्ड डी०एस०, उ०प्र० जल निगम, लखनऊ। |
| 9- | श्री ए०के० राय, | महाप्रबन्धक, सी०एण्ड डी०एस०, उ०प्र० जल निगम, लखनऊ। |
| 10- | श्री एस०के० जैन, | परियोजना प्रबन्धक, नगर निगम, लखनऊ। |
| 11- | श्री अनूप द्विवेदी | एन०आई०एस०, एक्सपर्ट स्थानीय निकाय, उ०प्र०। |

N-8
1182
11-8-14

बैठक में यह अवगत कराया गया है कि जेएनएनयूआरएम के यूआईजी कार्यान्वयन के अन्तर्गत स्वीकृत लखनऊ शहर के सॉलिड वेस्ट मैनेजमेंट परियोजना के क्रियान्वयन के परिप्रेक्ष्य में कन्सेशनेयर द्वारा प्रस्तुत डेवलपमेंट प्लान के संबंध में शासन के कार्यालय ज्ञाप सं० 2068(2)/नौ-5-14-61सा/2014, दिनांक 16.04.2014 द्वारा नगर आयुक्त नगर निगम लखनऊ की अध्यक्षता में समिति गठित की गई थी। उक्त समिति द्वारा कन्सेसनायर द्वारा प्रस्तुत डेवलपमेंट प्लान के परीक्षणोपरान्त दिनांक 26.07.2014 को आख्या व संस्तुति प्रस्तुत की गई, जिसे नगर आयुक्त, नगर निगम, लखनऊ द्वारा पत्र दिनांक 04.08.2014 द्वारा उपलब्ध कराई गई।

CGM (N-8)
AW
6/9/14

समिति द्वारा विस्तृत परीक्षण के उपरान्त कैपिटल ग्रान्ट मद में किये जाने वाले कार्यों की लागत में होने वाले परिवर्तन के बिन्दुओं पर एवं साथ ही कन्सेशनेयर द्वारा किये जाने वाले कार्यों के मदों संबंधी लागत में परिवर्तन के बिन्दुओं पर निम्नानुसार संस्तुति की गई थी:-

GMCN-15
MAY 15 2014
for M.C.
a

| मद | अनुबन्ध के अनुसार स्वीकृत लागत (रु० लाख में) | संशोधित डेवलपमेंट प्लान के अनुसार प्रस्ताव (रु० लाख में) | समिति द्वारा परीक्षणोपरान्त संस्तुत (रु० लाख में) | संस्तुत लागत वृद्धि (रु० लाख में) |
|--------------------------------|--|--|---|-----------------------------------|
| 1. वन टाइम कैपिटल ग्रान्ट | | | | |
| अ. कम्पोस्ट प्लान्ट व लैण्डफिल | 2111.354 | 3479.633 | 2795.51 | 684.16 |

अ. कम्पोस्ट प्लान्ट व लैण्डफिल

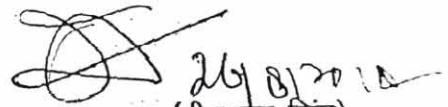
215

CGM (N-8)

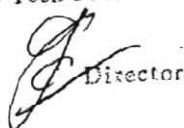
| | | | | |
|---|----------|-----------|---|--------|
| ब. संग्रहण एवं परिवहन (सी0एण्ड टी0 ग्रांट) | 2180.660 | 2336.790 | 2336.79 | 156.13 |
| योग | 4292.014 | 5816.423 | 5132.30 | 840.29 |
| 2. कन्सेशनेयर अंश | | | | |
| अ-1. सेनीटरी लैण्डफिल विकास | 811.800 | 1533.100 | 962.06 | 150.26 |
| अ-2. कम्पोस्ट प्लान्ट व लैण्डफिल | 2249.188 | 3100.592 | समिति द्वारा परीक्षण किया गया, परन्तु कोई संस्तुति नहीं की गयी। | |
| ब. संग्रहण एवं परिवहन | 60.000 | 60.000 | 60.00 | 0.00 |
| योग | 3120.988 | 4693.692 | | 150.26 |
| महायोग | 7413.002 | 10510.115 | | 990.55 |

बैठक में समिति द्वारा की गयी संस्तुतियों पर विस्तृत विचार विमर्श के उपरान्त समिति द्वारा संस्तुत कैपिटल ग्रांट के सापेक्ष लागत वृद्धि रू0 840.29 लाख एवं कन्सेशनेयर अंश के सापेक्ष लागत वृद्धि रू0 150.26 लाख इस प्रकार कुल वृद्धि रू0 990.55 लाख औचित्य पूर्ण पाया गया। लागत वृद्धि की प्रतिपूर्ति के संबंध में यह निर्णय लिया गया कि इसकी प्रतिपूर्ति नगर निगम लखनऊ द्वारा तेरहवें वित्त आयोग के अन्तर्गत उपलब्ध धनराशि से किया जायेगा। इस संबंध में नगर आयुक्त नगर निगम लखनऊ तत्काल आवश्यक कार्यवाही करना सुनिश्चित करेंगे, ताकि ससमय परियोजना क्रियान्वित कर जनता को लाभान्वित किया जा सके।

2- लखनऊ सालिड वेस्ट मैनेजमेन्ट परियोजना के कन्सेशनेयर मै0 ज्योति इनवायरो टेक प्रा0लि0 लखनऊ द्वारा वर्तमान टिपिंग फीस रू0 562.00 प्रति मी0टन में संशोधन के लिए भी प्रस्ताव प्रस्तुत किया गया तथा यह अवगत कराया गया है कि वर्तमान टिपिंग फीस की दर पर परियोजना का क्रियान्वयन बायक्ल नहीं होगा। कन्सेशनेयर के प्रस्ताव पर विचार-विमर्श के क्रम में यह तथ्य प्रकाश में आया कि निविदा के समय प्रोसेसिंग प्लान्ट के निर्माण हेतु दो स्थलों ग्रामं दशहरी एवं हरदांसी खेड़ा का चयन किया गया था परन्तु कतिपय कारणों से भूमि की उपलब्धता सुनिश्चित न हो पाने के कारण बाद में इसे एक ही स्थल ग्राम शिवरी में निर्मित किये जाने का निर्णय लिया गया, जिसके कारण सेकेन्डरी ट्रान्सपोर्टेशन के लिए औसत दूरी में वृद्धि हो गई फलस्वरूप टिपिंग फीस में वृद्धि होना स्वाभाविक है। इस संबंध में समस्त बिन्दुओं पर विस्तृत रूप से विचार विमर्श किया गया एवं सचिव महोदय द्वारा यह निर्देश दिये गये कि नगर आयुक्त नगर निगम लखनऊ द्वारा इस संबंध में सभी तथ्यों को संज्ञान में लेते हुए अपने स्तर से यथाशीघ्र निर्णय ले लें।


(श्रीप्रकाश सिंह)
सचिव

or Jyoti Enviro Tech Pvt. Ltd


Director




CGM (I)

उत्तर प्रदेश शासन
नगर विकास अनुभाग-5
संख्या-4795(1)/नौ-5-2014-61सा/2014
लखनऊ: दिनांक: 28 अगस्त, 2014

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

1. निदेशक, स्थानीय निकाय, उ0प्र0 लखनऊ।
2. नगर आयुक्त, नगर निगम, लखनऊ।
3. निदेशक, सीएण्डडीएस, उ0प्र0 जल निगम, लखनऊ।
4. निजी सचिव, सचिव, नगर विकास विभाग, उ0प्र0 शासन।
5. गार्ड फाइल।

अज्ञा से,
(उमा शंकर सिंह)
उप सचिव

for Jyoti Enviro Tech Pvt. Ltd

Director

CGM (I)

प्रेषक,
सुधीर सिंह चौहान,
संयुक्त सचिव,
उत्तर प्रदेश शासन।

सेवा में,
नगर आयुक्त,
नगर निगम,
लखनऊ।

नगर विकास आयोग-9

लखनऊ : दिनांक 14 अक्टूबर, 2014

विषय- 13वें वित्त आयोग निधि वर्ष 2013-14 हेतु अवमुक्त धनराशि के अन्तर्गत शासन स्तर से महत्वपूर्ण प्रस्तावों के समयबद्ध कार्यान्वयन हेतु धनराशि की स्वीकृति के सम्बन्ध में।

महोदय,

कृपया उपर्युक्त विषयक अपने पत्र संख्या-565/पीएम/जेएनएनयूआर एम/14 दिनांक 10.09.2014 का कृपया संदर्भ ग्रहण करने का कष्ट करें, जिसके द्वारा 13वें वित्त आयोग के अन्तर्गत अवमुक्त धनराशि से निकाय अंश अग्निशमन कार्य योजना एवं ठोस अपशिष्ट कूड़ा प्रबन्धन हेतु धनराशि भुगतान किये जाने का अनुरोध किया गया है।

3. इस सम्बन्ध में मुझे यह कहने का निदेश हुआ है कि 13वें वित्त आयोग के अन्तर्गत स्वीकृत धनराशि से नगर निगम लखनऊ द्वारा प्रस्तावित मदों की कार्य योजना हेतु धनराशि का भुगतान किये जाने के सम्बन्ध में सम्यक विचारोपरांत निम्नानुसार कार्यवाही किये जाने का निर्णय लिया गया है :-

- (1) निकाय अंश की धनराशि को 13वें वित्त आयोग के अन्तर्गत प्राप्त अनुदान की धनराशि से भुगतान किया जाना नियमसंगत नहीं है। उक्त निकाय अंश की धनराशि का भुगतान निवृत्त अपने स्वयं स्रोत से वहन करेगी।
- (2) वित्तीय वर्ष 2013-14 में लखनऊ नगर निगम की स्वीकृत कार्य योजना के अन्तर्गत अग्निशमन उपकरणों इत्यादि के कय हेतु प्रस्तावित व्यय पर अनापत्ति इस शर्त के साथ व्यक्त की गयी है कि उक्त व्यय पूर्व अनुमोदित कार्य योजना पर ही किया जाय।
- (3) 13वें वित्त आयोग की संरक्षितियों के अन्तर्गत प्राथमिकता के आधार पर सर्विस लेवल नेच भाव से सम्यक्धित 04 सेवा क्षेत्रों यथा-जलापूर्ति, मलजल व्यवस्था, वर्षा जल की निकासी तथा ठोस अपशिष्ट पदार्थों के प्रबन्धन में सेवामानकों को पूरा करने पर व्यय की जाय और जो धनराशि बचती है तो उसका उपयोग ई-गवर्नेन्स हेतु किये जाने की स्पष्ट व्यवस्था दी गयी है। अतः 13वें वित्त आयोग हेतु निर्धारित दिशा-निर्देशों के अनुरूप ठोस अपशिष्ट प्रबन्धन की प्रबन्धन योजना हेतु धनराशि का भुगतान किये जाने के सम्बन्ध में नियमानुसार कार्यवाही की जाय।

कृपया तदनुसार प्रकरण में तत्काल कार्यवाही करने का कष्ट करें।

भवदीय



(सुधीर सिंह चौहान)
संयुक्त सचिव

Sigs

संख्या एवं तद्विनीक

प्रतिलिपि मिलिलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित :-

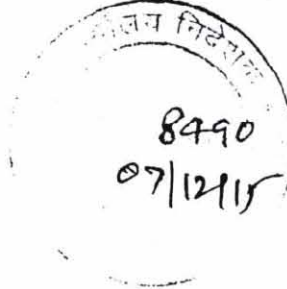
- (1) मण्डलायुक्त / जिलाधिकारी, लखनऊ ।
- (2) निदेशक स्थानीय निकाय, उ०प्र०, इलाहाबाद ।
- (3) गाड फाइल हेतु।

आज्ञा से.

(सुधीर सिंह चौहान)
संयुक्त सचिव

07/12/15
10/11/15

प्रेषक,
श्रीप्रकाश सिंह,
सचिव,
उत्तर प्रदेश शासक।
सेवा में,
नगर आयुक्त,
नगर निगम,
लखनऊ।



21/12-28

नगर विकास अनुभाग-5

लखनऊ: दिनांक: 04 दिसम्बर, 2015

विषय: जेएनएनयूआरएम कार्यक्रम के यूआईजी कार्यान्वयन के अन्तर्गत लखनऊ की सॉलिड वेस्ट मैनेजमेंट परियोजना के अन्तर्गत कन्सेशनायर द्वारा प्रस्तुत टिपिंग फीस के संशोधन संबंधी प्रस्ताव का अनुमोदन।

महोदय,

उपर्युक्त विषयक कृपया अपने पत्र संख्या-188/पीएम/जे/2015-16, दिनांक 03 नवम्बर, 2015 का सन्दर्भ ग्रहण करने का कष्ट करें, जिसके द्वारा नगर निगम, लखनऊ के मा0 सदन की बैठक दिनांक 19.09.2015 के प्रस्ताव मद संख्या-4 पर पारित संकल्प संख्या-7 के परिप्रेक्ष्य में जेएनएनयूआरएम कार्यक्रम के यूआईजी कार्यान्वयन के अन्तर्गत लखनऊ की सॉलिड वेस्ट मैनेजमेंट परियोजना के अन्तर्गत कन्सेशनायर द्वारा प्रस्तुत संशोधित टिपिंग फीस सम्बन्धी प्रस्ताव को शासन स्तर से स्वीकृति का अनुमोदन किया गया है।

2- अतः उक्त प्रस्ताव, जिसमें टिपिंग फीस की संशोधित दर रू0 1604.00 प्रति मीट्रिक टन प्रस्तावित किया गया है, पर सम्यक् विचारोपरान्त एतद्द्वारा स्वीकृति प्रदान करते हुए मुझे यह कहने का निदेश हुआ है कि प्रकरण में तदनुसार अपेक्षित कार्यवाही करते हुए कृत कार्यवाही की आख्या शारंग को उपलब्ध कराने का कष्ट करें।

भवदीय,

(श्रीप्रकाश सिंह)
सचिव।

संख्या-6047(1)/नी-5-2015, तददिनांक

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित:-

- मा0 महापौर, नगर निगम, लखनऊ।
- निदेशक, नगर निकाय, उ0प्र0 लखनऊ।
- मण्डलायुक्त/जिलाधिकारी, लखनऊ।
- निदेशक, सीएण्डडीएस, उ0प्र0 जल निगम, लखनऊ।
- गार्ड फाइल/कम्प्यूटर सेल।

आज्ञा से

(उमा शंकर सिंह)
विशेष कार्याधिकारी।

CGM (I)

CGM-5/SAO
GM/8/GM-3/GM-15

10/11/15

Sms Gupta R.B.

10/12/15

584/15-8/12-12-12

for ma 12/12/15

10/11/15
GM-8

2/20

Handwritten signature