



To,

Date: 03.04.2019

The Member Secretary

SEAC, Uttarakhand

Ajabpur Kalan, Mothorowala Road

Subject- Public Hearing Exemption for Environmental Clearance" Capacity Expansion of LPG Bottling Plant from 450 MT to 1350 MT at plot no 3A, UPSIDC Industrial area on Laxaur Road, Landhaura, Roorkee, Dist Haridwar, U.K"

Reference: 1.TOR Letter -35/SEAC Dated 26.2.2019

2. SI No. 10.0 of 3rd SEAC Meeting Agenda

Respected Sir,

Our Project was considered in 3rd SEAC Meeting SI No. 10.0. During Presentation it was informed to the SEAC Committee that our project is located in Notified Industrial Estate of UPSIDC-Landhaura plot no 3A which was notified in the year 2005. Land Agreement also indicate that our existing project is located in Landhaura Industrial state.

As per Office Memorandum dated 27th April, 2018, Point no (i) sub point(a) issued by MoEF&CC mentions Exemption of Public Consultation for projects located in Notified Industrial Estates prior to 14th September 2006.

As per the TOR Letter No 35/SEAC Dated 26.2.2019 Public consultation has to be conducted for the proposed Expansion project is being mentioned in 1st Para. In the view of O.M Dated 27th April, 2018 issued by MoEF&CC, kindly grant us the exemption in Public Consultation.

Thanking you

Authorised Signatory

M/s Bharat Petroleum Corporation Ltd



Enclosure:- 1.TOR Letter -35/SEAC Dated 26.2.2019 Attached as Annexure 1

2. SI No. 10.0 of 3rd SEAC Meeting Agenda Attached as Annexure 2

3. O.M Dated 27th April 2018 by MoEF&CC Attached as Annexure 3

4. Notification of Landhaura Industrial State in 2005 Attached as Annexure 4

5. Land Agreement Document Attached as Annexure 5

प्रादेशिक कार्यालय एवं एल.पी.जी. प्लान्ट, यू.पी.एस.आई.डी.सी. एरिया, लण्डौरा, रुड़की - 247 664, जिला हरिद्वार (उत्तराखण्ड)
फोन : 01332-251471, 251474, ई-मेल : z_nrlpg_roorkee@bharatpetroleum.in
रजिस्टर्ड ऑफिस : भारत भवन, 4 व 6, करीममोय रोड, बेलार्ड इस्टेट, पोस्ट बॉक्स क्र. 688, मुम्बई - 400 001



कार्यालय राज्य स्तर पर्यावरण समाघात निर्धारण प्राधिकरण (SEIAA) व
राज्य विशेषज्ञ अंकन समिति (SEAC), उत्तराखण्ड।
अजबपुर कलां, मोथरोवाला रोड, (समीप:-पी0एन0बी0), देहरादून।

पत्र संख्या- 35 / SEAC

दिनांक- 26 फरवरी, 2019

To,

M/s Bharat Petroleum Corporation Ltd.
Plot 3A, UPSIDC industrial area on laxaur Road,
Landhaura, Roorkee, Dist- Haridwar.

Sub- Regarding Environmental Clearance for Capacity Expansion of LPG Bottling Plant from 450 MT to 1350 MT Plot 3A, UPSIDC industrial area on laxaur Road, Landhaura, Roorkee, Dist- Haridwar.

Dear Sir/Madam,

Kindly take reference of your submitted vide proposal no SIA/UK/IND2/30115/2018 on dated 4th December, 2018 & letter dated 3rd December, 2018 regarding above proposal. The SEAC in its meeting dated 8th February, 2019 examined the proposal submitted by you. After through discussion and deliberation, it has been conveyed that SEAC desires comprehensive EIA report of this proposal after due public consultation conducted by Uttarakhand Environment Protection and Pollution Control Board. The terms of reference (TOR) for the EIA report is being out lined below:-

1. Introduction:

- i. Details of the EIA Consultant including NABET accreditation
Information about the project proponent, importance and benefits of the project, cost of project and time of completion.

2. Project Description:

- i. Products with capacities for the proposed project.
- ii. List of raw materials required and their source along with mode of transportation.
- iii. Other chemicals and materials required with quantities and storage capacities
- iv. Details of Emission, effluents, hazardous waste generation and their management.
- v. Requirement of water, power, with source of supply, status of approval, water balance diagram, man-power requirement (regular and contract)
- vi. Process description along with major equipments and machineries, process flow sheet (quantative) from raw material to products to be provided
Hazard identification and details of proposed safety systems.

3. Site Details:

- i. Location of the project site covering village, Taluka/Tehsil, District and State, Justification for selecting the site, whether other sites were considered.
- ii. A toposheet of the study area of radius of 10km and site location on 1:50,000/1:25,000 scale on an A3/A2 sheet. (including all eco-sensitive areas and environmentally sensitive places)
- iii. Details w.r.t. option analysis for selection of site
- iv. Co-ordinates (lat-long) of all four corners of the site.
- v. Google map-Earth downloaded of the project site.
- vi. Layout maps indicating existing unit as well as proposed unit indicating storage area, plant area, greenbelt area, utilities etc. If located within an Industrial area/Estate/Complex, layout of Industrial Area indicating location of unit within the Industrial area/Estate.
- vii. Photographs of the proposed and existing (if applicable) plant site. If existing, show photographs of plantation/greenbelt, in particular.
- viii. Landuse break-up of total land of the project site (identified and acquired), government/ private - agricultural, forest, wasteland, water bodies, settlements, etc shall be included. (not required for industrial area)

4. Environmental Status:

- i. Determination of atmospheric inversion level at the project site and site-specific micro-meteorological data using temperature, relative humidity, hourly wind speed and direction and rainfall.

- ii. AAQ data (except monsoon) at 8 locations for PM10, PM2.5, SO2, NOX, CO and other parameters relevant to the project shall be collected. The monitoring stations shall be based CPCB guidelines and take into account the pre-dominant wind direction, population zone and sensitive receptors including reserved forests.
- iii. Surface water quality of nearby River (100m upstream and downstream of discharge point) and other surface drains at eight locations as per CPCB/MoEF&CC guidelines.
- iv. Whether the site falls near to polluted stretch of river identified by the CPCB/MoEF&CC, if yes give details.
- v. Ground water monitoring at minimum at 8 locations shall be included.
- vi. Noise levels monitoring at 8 locations within the study area.
- vii. Soil Characteristic as per CPCB guidelines.

5. Impact and Environmental Management Plan:

- i. Assessment of ground level concentration of pollutants from the stack emission based on site-specific meteorological features. In case the project is located on a hilly terrain, the AQIP Modelling shall be done using inputs of the specific terrain characteristics for determining the potential impacts of the project on the AAQ. Cumulative impact of all sources of emissions (including transportation) on the AAQ of the area shall be assessed. Details of the model used and the input data used for modelling shall also be provided. The air quality contours shall be plotted on a location map showing the location of project site, habitation nearby, sensitive receptors, if any.
- ii. Details of stack emission and action plan for control of emissions to meet standards.
- iii. Measures for fugitive emission control
- iv. Details of hazardous waste generation and their storage, utilization and management. Copies of MOU regarding utilization of solid and hazardous waste in cement plant shall also be included. EMP shall include the concept of waste-minimization, recycle/reuse/recover techniques, Energy conservation, and natural resource conservation.
- v. Action plan for the green belt development plan in 33 % area i.e. land with not less than 1,500 trees per ha. Giving details of species, width of plantation, planning schedule etc. shall be included. The green belt shall be around the project boundary and a scheme for greening of the roads used for the project shall also be incorporated.
- vi. Total capital cost and recurring cost/annum for environmental pollution control measures shall be included.

6. Occupational Health:

- i. Plan and fund allocation to ensure the occupational health & safety of all contract and casual workers

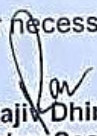
7. A tabular chart with index for point wise compliance of above TOR.

8. Specific Terms of Reference

- i. Details on list of hazardous chemicals to be stored along with storage quantities at the facility, their category (as per MSIHC Rules), MSDS.
- ii. Mode of receiving hazardous chemicals in isolated storages and mode of their dispatch.
- iii. Layout plan of the storage tanks and other associated facilities.
- iv. Details on types and specifications of the storage facilities including tanks, pumps, piping, valves, flanges, pumps, monitoring equipments, systems for emissions control safety controls including relief systems.
- v. Arrangements to control loss/leakage of chemicals and management system in case of leakage.
- vi. Risk Assessment & Disaster Management Plan
 - Identification of hazards
 - Consequence Analysis
 - Details of domino effect of the storage tanks and respective preventive measures including distance between storage units in an isolated storage facility.
 - Onsite and offsite emergency preparedness plan.

Note: The study area shall comprise of radial distance of 10 KM from the project site and the study period is three months. The impact on each of the above parameter as a result of mining shall be assessed through appropriate modeling and prediction methods considering base line data.

Hence you are kindly requested to kindly submit EIA report for further necessary action.


(Rajiv Dhiman)
Member Secretary,
SEAC, Uttarakhand

Copy to:- Member Secretary, Gaura Devi Paryavaran Bhavan Environment Protection and Pollution Control Board, IT, Park Dehradun for necessary action.


(Rajiv Dhiman)
Member Secretary,
SEAC, Uttarakhand

J-11011/321/2016- IA. II (I)
Government of India
Ministry of Environment, Forest and Climate Change
Impact Assessment Division

3rd Floor, Vayu Block,
Indira Paryavaran Bhawan, Jor Bagh Road,
Aliganj, New Delhi-110003

Dated: 27th April, 2018

OFFICE MEMORANDUM

Subject: Exemption from Public Consultation for the projects / activities located within the Industrial Estates / Parks - regarding

In order to facilitate understanding of the qualifying criterion providing exemption from public consultation for the projects or activities located within the industrial estates / parks, and to streamline the procedural requirements for environmental clearances to such projects/activities in terms of the provisions of the Environment Impact Assessment (EIA) Notification, 2006, following clarifications are being issued for compliance with immediate effect: -

- (i) The exemption from public consultation, as provided under para 7(i) III Stage (3)(i)(b) of EIA Notification, 2006, to the projects or activities located within the industrial estates or parks, if applicable as under:
 - (a) Which were notified by the Central Government or the State/UT Governments, prior to the said Notification coming into force on 14th September, 2006
 - (b) Which obtain prior environmental clearances as mandated under the EIA Notification, 2006 [item 7(c) of the schedule to the said Notification].
- (ii) The exemption from public consultation, as provided under para 7(i) III Stage (3)(i)(b) of the EIA Notification, 2006, is also applicable to the projects or activities (located within the industrial estates and parks), which were granted Terms of Reference (ToR/Standard ToR) prior to environmental clearances to such industrial estates/parks, subject to validity of the ToRs.




(iii) The exemption from public consultation, as provided under para 7(i) III State (3)(i)(b) of the EIA Notification, 2006, shall not be applicable to the following projects or activities (located within the industrial estates / parks) listed as under:

Sl. No. in Schedule of EIA Notification, 2006	Project or Activity
1 (d)	Thermal power plants
1 (e)	Nuclear power projects and processing of nuclear fuel
2 (a)	Coal washeries
2 (b)	Mineral beneficiation
3 (a)	Metallurgical industries (ferrous and non-ferrous)
3 (b)	Cement plants
4 (a)	Petroleum refining industry
4(b)	Coke oven plants
4 (c)	Asbestos milling and asbestos based products
4 (f)	Skin/hide processing including tanning industry
5 (g)	Distilleries
5 (i)	Pulp & paper industry
5 (j)	Sugar industry

2. This OM is issued in supersession to the earlier OMs dated 16th May, 2014; 10th December, 2014; and 4th April, 2016.

This issues with the approval of the Competent Authority:


(Sharath Kumar Pallera)
Scientist 'F'/Director

To

1. All the officers of IA Division
2. Chairperson / Member Secretaries of all the SEIAAs/SEACs
3. Chairman of all the Expert Appraisal Committees
4. Chairman, Central Pollution Control Board
5. Chairpersons / Member Secretaries of all SPCBs/UTPCCs

Copy for information to:

1. PS to Minister for Environment, Forest and Climate Change
2. PS to Minister of State for Environment, Forest and Climate Change
3. PPS to Secretary (I F&CC)
4. PPS to AS (AKJ) / AS (AKM)
5. PPS to JS(GB) / JS(JT)
6. Website, MoEF&CC
7. Guard File

उत्तराखण्ड शासन
औद्योगिक विकास अनुभाग-2
संख्या 89/VII-1/2015/137-उद्योग/2005
देहरादून : दिनांक : 12 जनवरी, 2015

अधिसूचना

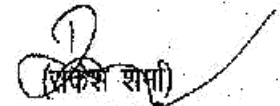
अधिसूचना संख्या 2381/सात-औद्योगिक-1/2005-137 उद्योग/2005, दिनांक 07 जुलाई, 2005 जिसके द्वारा राज्य औद्योगिक विकास प्राधिकरण का गठन किया गया है, के क्रम में उत्तर प्रदेश औद्योगिक क्षेत्र विकास अधिनियम 1976 (उत्तराखण्ड में यथाप्रवृत्त) की धारा 17 के प्रावधान के अंतर्गत राज्य में अधिसूचित समस्त औद्योगिक क्षेत्रों/औद्योगिक आस्थानों एवं मेगा प्रोजेक्ट के लिये विनियमित क्षेत्रों जो कि अधिसूचित हो गये हो, में भवन मानचित्र स्वीकृत किये जाने का अधिकार राज्य औद्योगिक विकास प्राधिकरण (SIDA) को दिये जाने की श्री राज्यपाल सहर्ष स्वीकृत प्रदान करते हैं।

2- राज्य औद्योगिक विकास प्राधिकरण के गठन की अधिसूचना दिनांक 07 जुलाई, 2005 के द्वारा SIDA के अध्यक्ष के रूप में सचिव उत्तराखण्ड शासन उद्योग विभाग या उनके द्वारा नामित अधिकारी जो संयुक्त सचिव स्तर से नीचे न हो, में आंशिक संशोधन करते हुये SIDA के अध्यक्ष के रूप में अवस्थापना विकास आयुक्त/प्रमुख सचिव, औद्योगिक विकास विभाग, उत्तराखण्ड शासन को नामित किया जाता है।

3- सीडा के गठन की अधिसूचना दिनांक 07.07.2005 के द्वारा की व्यवस्थाओं के अनुसार राज्य औद्योगिक विकास प्राधिकरण का कार्यालय सिडकुल मुख्यालय आई0टी0पार्क, सहस्त्रधारा रोड, देहरादून में स्थापित किये जाने तथा प्राधिकरण के समस्त सचिवालयी कार्य के सम्पादन हेतु सीडा सचिवालय की संरचना निम्नवत् की जाती है:-

1. संयुक्त सचिव, औद्योगिक विकास विभाग पदेन संयुक्त सचिव/नोडल अधिकारी सीडा।
2. अनु सचिव, औद्योगिक विकास विभाग पदेन अनुसचिव, सीडा।
3. अनुभाग अधिकारी, औद्योगिक विकास विभाग पदेन अनुभाग अधिकारी सीडा।
4. समीक्षा अधिकारी, औद्योगिक विकास विभाग पदेन समीक्षा अधिकारी सीडा।

4- नोडल अधिकारी द्वारा सीडा के प्रकरण मुख्य कार्यकारी अधिकारी के समक्ष प्रस्तुत किये जायेंगे।


अपर मुख्य सचिव।

पृष्ठांकन संख्या: ११ /VII-1/2015/137-उद्योग/2006, तददिनांक।

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित:-

1. समस्त प्रमुख सचिव/सचिव, उत्तराखण्ड शासन।
2. मण्डलायुक्त, कुमायूँ/गढ़वाल मण्डल।
3. स्टाफ आफीसर, मुख्य सचिव, उत्तराखण्ड शासन।
4. निजी सचिव, मा0 मंत्री औद्योगिक विकास विभाग।
5. निजी सचिव, अपर मुख्य सचिव, उत्तराखण्ड शासन।
6. प्रबन्ध निदेशक, सिडकुल, आई0टी0 पार्क, सहस्त्रधारा रोड, देहरादून।
7. समस्त जिलाधिकारी, उत्तराखण्ड।
8. समस्त उपाध्यक्ष/सचिव, विकास क्षेत्र/विशेष क्षेत्र विकास प्राधिकरण, उत्तराखण्ड।
9. मुख्य नगर नियोजक, नगर एवं ग्राम नियोजन विभाग, देहरादून।
10. एन0आई0सी0, सचिवालय परिसर, उत्तराखण्ड सचिवालय।
11. अपर निदेशक, राजकीय मुद्रणालय, रुडकी को इस आशय से प्रेषित है कि अधिसूचना राजकीय गजट में प्रकाशित करते हुये 100 प्रतियां औद्योगिक विकास अनुभाग-2, उत्तराखण्ड शासन को उपलब्ध कराने का कष्ट करें।
12. गार्ड फाईल।

आज्ञा से:

(डॉ0आर0 राजेश कुमार)
अपर सचिव।

LEASE-DEED

Industrial Area..... Landhora (Roorkee)

Plot No..... A-3

THIS LEASE DEED made on the 8th day of Nov in the year one thousand nine hundred and Two thousand corresponding to Saka Samvat 1922 between U. P. State Industrial Development Corporation Limited, a Company within the meaning of the Companies Act, 1956 and having its registered office at A-1/4, Lakhanpur, Kanpur (hereinafter called the Lessor which expression shall, unless the context does not so admit, include its successors and assigns) of the one part AND.

Shri..... S/o.....
r/o.....
proprietor of the single owner firm of / Karta of Joint Hindu family firm of.....

OR

1. Shri..... aged..... years
s/o..... r/o.....
2. Shri..... aged..... years
s/o..... r/o.....
3. Shri..... aged..... years
s/o..... r/o.....
4. Shri..... aged..... years
s/o..... r/o.....
5. Shri..... aged..... years
s/o..... r/o.....

Handwritten signature

U.P. State Industrial Dev. Corp. Ltd
Handwritten signature
Regional Manager

Handwritten signature
P. K. Saxena
Territory Manager (L.P.G.)
Bharat Petroleum Corp. Ltd.
L.P.G. Territory Office/Plant
UPSIDC Area, Ladhura
Roorkee, Distt. Haridwar

Handwritten date
21/11/58

2732-sec III

29.5.97

* And whereas by an agreement dated _____ made by
 the lessor of the ONE PART and the lessee of the
 PART, the lessor has agreed to grant the lessee
 the performance and observance by the lessee of
 obligations and conditions contained in the said
 a lease of the piece of land and premises hereinafter
 particularly described in the manner hereinafter
 for the purpose of putting up and running a unit
 manufacture of L P G Bottling plant.

U.P. State Industrial Development Corporation
 Regional Manager

[Signature]

P. K. Saxena
 Territory Manager
 Bharat Petroleum
 L.P.G. Territory Of
 UPSIDC Area, L
 Roorkee, Dist. H

... CO. LTD

[Signature]
 P. K. Saxena

6. Shri.....aged.....years
s/o.....r/o.....

7. Shri.....aged.....years
s/o.....r/o.....

constituting the registered partnership firm of.....

through Sri.....aged.....years

s/o.....r/o.....

duly constituted attorney under the deed dated.....

Bharat Petroleum Corporation Ltd

a company within the meaning of the companies Act, 1956 and having its registered office at

Bharat Bhawan 486, Currimbhoy Road, Ballard Estate PB N 688

through its Territory Manager (LPG) Mumbai - 40001 P. K. Saxena

Managing Director/Secretary/duly constituted attorney Shri

43, Jadoogar Rd, Rohruce

r/o.....s/o.....
OR

a society registered under the Co-operative Societies Act, hereinafter called the Lessee (which expression shall, unless the context does not so admit, include his heirs, executors, administrators, representatives and permitted assigns/its successors and permitted assigns) of the other parts.

WHEREAS the State of Uttar Pradesh has acquired land at Landhura under the land Acquisition Act, 1894 and has handed over the same to U.P. State Industrial Development Corporation Limited, Kanpur for the purpose of setting up an Industrial Area and the said Corporation has sub-divided the above land into plots for industrial units for leasing out such sub-divided plots to industrialists for erecting on each plots a factory according to the factory bye-laws and building plans approved by the Lessor and, proper municipal and other competent authorities.

AND WHEREAS the amount of premium mentioned in clause 1 hereinafter is provisional and It is hereby agreed that the Lessee shall pay as provided in clause (2) (a) and 2 (b) the additional premium as hereinafter mentioned.

AND WHEREAS the Lessee, has requested and the Lessor has agreed to grant lease, within the period of licence, notwithstanding the agreement cited above, the plot of land hereinafter described area Landhura an Industrial unit for manufacturing LPG Bottling plant only according to the design and building plan approved by the Lessor and proper municipal or other competent authority.

NOW THIS LEASE DEED WITNESSETH AS FOLLOWS :

1. In consideration of the payment by the Lessee of the provisional premium of Rs. 11710660-80 (Rs. One crore seventeen Lacs ten thousand Six hundred & sixty 80-80) the receipt whereof the Lessor hereby acknowledges and of the outstanding amount of provisional premium of Rs..... (Rs.....) to be paid in.....half yearly Instalments as follows alongwith Interest @.....% per annum on the total outstanding premium.

U.P. State Industrial Dev Corpn Ltd
[Signature]
Regional Manager

[Signature]
P. K. Saxena
Territory Manager (LPG)
Bharat Petroleum Corpn Ltd.
LPG, Territory Office/Plant
UPSIDC Area, Landhura
Muzaffarnagar, Distt. Haridwar

2732/Res III

(3)

1. Rs.....on the.....day of.....19.....
2. Rs.....on the.....day of.....19.....
3. Rs.....on the.....day of.....19.....
4. Rs.....on the.....day of.....19.....
5. Rs.....on the.....day of.....19.....
6. Rs.....on the.....day of.....19.....
7. Rs.....on the.....day of.....19.....
8. Rs.....on the.....day of.....19.....
9. Rs.....on the.....day of.....19.....
10. Rs.....on the.....day of.....19.....

Provided that if the Lessee pays the instalments and the interest on the due date and there are no overdues, a rebate will be admissible @.....% per annum in the Interest.

NOTE :-(1) The interest shall be payable half-yearly on the 1st day of January and 1st day of July each year, the first of such payments to be made on the.....day of.....19.....

(2) Liability for payment of the premium in instalments, including the interest referred to above, shall be deemed to have accrued from the date of the reservation / allotment letter numbering.....320-23/S.10/11A dt 1-5-97.....

(3) The payments made by the Lessee will be first adjusted towards the interest due, if any, and thereafter towards the premium due, if any, and the balance, if any, shall be appropriated towards the lease rent notwithstanding any directions/request of the Lessee to the contrary.

And of the rent hereinafter reserved and of the covenants, provisions and agreement herein contained and on the part of the Lessee, to be respectively paid, observed & performed, the Lessor doth hereby demise to the Lessee, all that plot of land numbered as.....A-3.....

situated within the Industrial Area at.....Landhora.....
In Village.....Roorkee.....District.....Hardwar.....
containing by admeasurement.....~~98540 sq m~~ 105934 sq m.....
be the same a little more or less, and bounded :-

- on or towards the North by.....Other's Land.....
- on or towards the south by.....18m wide Road n 2 allotment A-2.....
- on or towards the East by.....Other's Land.....
- on or towards the West by.....18m wide Road n 7 & 9.....

[Signature]

P. A. [Signature]
Territory Manager (L.P.G.)
Bharat Petroleum Corpn Ltd

and which said plot of land is more clearly delineated and shown in the attached plan and therein marked red TO HOLD the said plot of land hereinafter referred to as the demised premises) with their appurtenances unto the Lessee for the term of ninety years from... day of ... A.P. 19... except and always reserving to the Lessor and his successors or assigns :-

(a) A right to lay water mains, drains, sewers or electric wires under or over the demised premises, if deemed necessary by the Lessor or his successor or assigns in developing the area.

(b) Full rights and title to all mines and minerals in and under the demised premises or any part thereof.

(c) Yielding and paying therefor unto Lessor on the... day of... in each year in advance the yearly rent at the rate of Rs. 2,000/- per hectare per year during the first thirty years, Rs. 6,000/- per hectare per year during the next thirty years after expiry of the first thirty years and Rs. 10,000/- per hectare per year during the next thirty years after the expiry of the first sixty years. The rent upto the... day of... having been paid.

Provided that if any instalment of premium with interest as agreed above is not paid in full and the whole or any part of the unpaid premium remains in arrears the Lessor shall have the right to recover the same with interest at the agreed rate of...%.

Provided further that the recovery of the principal and interest at the above rate would in no way prejudice or affect the exercise by the Lessor of any other right or remedy arising out of such default under the terms and conditions of this deed and till payment of the premium and interest at the agreed rate in full, the outstanding amount shall remain as a first charge on the demised premises and the buildings, and machinery built upon or affixed thereto.

(d) That the lessee will pay unto the lessor the said rent at the time on the date in manner hereinafore appointed for payment thereof clear of all deductions :

2. (a) (i) In case the Lessor is required to deposit / pay at any stage any additional amount to which it is required/called upon to bear, pay or deposit in any court or to Collector in any case/proceedings under the Land Acquisition Act, in the process determination of compensation and either as a security or otherwise, the lessee shall pay such proportionate additional premium/amount to the Lessor within 30 days of the demand as may be determined in this behalf by the Lessor.

Provided further that the aforesaid deposit shall be subject to final adjustment of land cost after final conclusion of the litigation/proceedings in which the demand was raised and the lessee shall be entitled to claim refund of excess amount, if any, deposited by them.

(ii) The provisional premium mentioned in clause 1 includes the average land cost component based on the cost of acquisition etc. under the Land Acquisition Act of the whole of the Land of which the demised land, after lay out for roads, parks and other public utility services, forms part; but should the final cost of acquisition of the whole of the said land or any part thereof go up thereby increasing the land cost component of the plots carved out after development as aforesaid, the Lessee shall upon receipt of intimation from the Lessor, which intimation shall not be delayed beyond a period of three years from the date of final cost of acquisition is determined, pay within sixty days of demand to the Lessor the additional premium being the difference in the land cost component finally determined as aforesaid and the land-cost component of provisional premium mentioned in clause 1 above.

(b) In case the Lessor is required to bear at any stage the additional cost of electrification and/or the additional cost of any other development or facilities and/or in case the Lessor is required to contribute towards any development or provision of facilities which benefits the said Industrial Area as a whole, the Lessee shall pay such proportionate additional premium to the Lessor as may be determined in this behalf by the Lessor.

For U.P. State Industrial Dev. Corp. Ltd
Regional Manager

P. K. Jaiswal
Territory Manager (L.P.G.)
Bharat Petroleum Corp. Ltd
L.P.G. Territory Officer/Plant
UPSIDC Area, Luckhura
Roorkee, Distt. Haridwar

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And that such payments of proportionate additional premium shall be made within 60 days of the demand by the Lessor.

3. AND THE LESSEE DOETH HEREBY COVENANTS WITH THE LESSOR AS UNDER :

(a) That the Lessee will bear, pay and discharge all rates, taxes, charges and assessments, of every description which may during the said term be assessed, charged or imposed upon either the land-lord or tenant or the occupier in respect of the demised premises or the building to be erected thereupon.

(b) That the Lessee shall also pay to the Lessor within thirty days from the date of the demand made by the Lessor, such recurring fee in the nature of service and/or maintenance charges of whatever description (including charges for the supply of water, Lessee's share of the expenses of maintenance of roads, culverts, drains, parks etc., and other common facilities and services) as may from time to time be determined by the Lessor and in case of default the Lessee shall be liable to pay interest @ 18% p.a. on the amount due.

The lessee shall pay to the Lessor maintenance charges from the date of licence Agreement/ Lease Deed on the rates prescribed below-

(a) For the First 5 years till 2001	@ Rs. 2/- per sq. mtr. p.a.
(b) For year 2002 to 2006	@ Rs. 4/- per sq. mtr. p.a.
(c) For year 2007 to 2011	@ Rs. 6/- per sq. mtr. p.a.
(d) For year 2012 to 2016	@ Rs. 8/- per sq. mtr. p.a.

Maintenance charges for subsequent years shall be decided by the Lessor based on the Whole Sale Price Index prevailing in the previous year vis-a-vis the Wholesale Price Index in the 20th year and would be informed to the Lessee. The Lessee hereby agrees to pay to the Lessor such maintenance charges on first day of July each years. In case of non Payment of maintenance charges as mentioned above the Lessee shall have to bear interest @ 18% p.a. The Lessor further reserves the right to cancel the lease on non-payment of maintenance charges

(c) That whenever Municipal Corporation or Board, Cantoment Boord, Zila Parishad, Town Area or other notified local bodies take over or cover this Industrial Area of UPSIDC, the Lessee will be liable to pay and discharge all rates, taxes, charges, claims and out-goings charged or imposed and assessment of every description which may be assessed, charged or imposed upon them by the local body and will abide by the rules and directives of the local body.

(d) That the Lessee will obey and submit to the rules of municipal or other authority now existing or hereafter to exist so far as the same relate to the Immovable property in the area or so far as they affect the health, safety, convenience of the other inhabitants of the place and shall not release any, obnoxious, gaseous, liquid or solid effluents from the unit in any case. He shall make his own arrangement for the disposal of effluents in accordance with the terms and conditions of the State Effluents Board / U. P. Pollution Control Board or any authority competent to make rules, regulations, bye-laws and laws in this behalf from time to time. Any breach of such law, rules, regulations and bye-laws shall be the sole liability of the Lessee.

(e) That the Lessee will at his own cost erect on the demised premises in accordance with the layout plan elevation and design and in a position to be approved in writing and in a substantial and workman like manner the Industrial unit as aforesaid, with all necessary out-houses sewers, drains and other appurtenances according to the local authority's rules and bye-laws in respect of buildings, drains, latrines and connections with sewers and will commence such construc-

U.P. State Industrial Dev. Corpn. Ltd
[Signature]

P. N. Jindal
Territory Manager (L.P.G.)
Bharat Petroleum Corpn. Ltd.
L.P.G. Territory Office

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...tions within the period of...⁶...months and will completely finish the same fit for use and start the manufacturing and production within the period of...¹²...months from the date of these presents or within such extended period of time as may be allowed by the Lessor in writing, in its discretion.

(f) That the Lessee will keep the demised premises and the buildings thereon at all times in a state of good and substantial repairs and in sanitary condition at its own cost;

(g) That the Lessee will not make or permit to be made any alteration in or addition to the said building or other erections for the time being on the demised premises or erect or permit to be erected any new building on the demised premises without the previous permission in writing of the Lessor and the municipal or other authority and except in accordance with the terms of such permission and plan approved by the Lessor and the municipal or other authority and in case of any deviation from such terms of plan will immediately, upon receipt of notice from Lessor or the municipal or other authority requiring him so to do, correct such deviation as aforesaid, and if the Lessee shall neglect to correct such deviation within the space of one calendar month after the receipt of such notice then it shall be lawful for the Lessor or municipal or other authority to cause such deviation to be corrected at the expense of the Lessee which expense the Lessee hereby agrees to reimburse by paying to the Lessor municipal or other authority the amount which the Lessor/municipal or other authority, as the case may be, shall fix in that behalf and the decision of the Lessor/municipal or other authority, as the case may be, shall be final and binding on the Lessee.

(h) That the Lessee will provide and maintain, at its own cost, in good repairs a properly constructed approach road or path to the satisfaction of the Lessor/municipal or other authority, leading from the public road to the building to be erected on the demised premises.

(i) That the Lessee will not carry on or permit to be carried on the demised premises any obnoxious trade or business whatsoever or use the same or permit the same to be used for any religious purpose or any purpose other than for the industrial purpose aforesaid without the previous consent in writing of the Lessor and the municipal or other authority and subject to such terms and condition as the Lessor and the municipal or other authority may impose and will not do or suffer to be done on the demised premises or any part thereof, any act or thing which may be or grow to be nuisance or cause damage, annoyance, or inconvenience to the Lessor or municipal or other authority or the owners or occupiers of the other premises in the neighbourhood.

(j) That the Lessee will not without the previous consent in writing of the Lessor, transfer, sublet, relinquish mortgage or assign its interest in the demised premises or the buildings standing thereon or both as a whole and every such transfer, assignment, relinquishment mortgage or subletting or both shall be subject to and the transferees or assigns shall be bound by all the covenants and conditions herein contained and be answerable to the Lessor in all respects therefor, and the Lessee will in no case assign, relinquish, mortgage, sublet, transfer or part with the possession of any portion less than the whole of the demised premises or cause any sub-division thereof by metes and bounds otherwise.

Provided that the joint possession or transfer of possession of demised premises or any part thereof by the Lessee shall be deemed to be sub-letting for the purpose of this clause.

Provided that prior permission as aforesaid shall not be necessary in the event of mortgage or mortgages without possession in favour of the State Government or of the Industrial Finance Corporation of India or the U. P. Finance Corporation or Industrial Development Bank of India or the Life Insurance Corporation of India or Industrial Credit and Investment Corporation of India or Pradeshlya Industrial Investment Corporation of U. P. or Industrial

U.P. State Industrial Dev. Corp. Ltd.

P. K. Saxena
Territory Manager (L.P.G.)
Bharat Petroleum Corp. Ltd.
L.P.G. Territory Office

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Reconstruction Bank of India or any schedule Bank (including State Bank of India and its subsidiaries) or Unit trust of India or General Insurance Company and its subsidiaries viz National Insurance Company or New India Assurance Company, Oriental Insurance Company, United Insurance Company and trustees for debenture holders to secure loan or loans advanced by any of them for setting up on demised premises the industry herein before mentioned if the Lessee either furnishes to Lessor and undertaking from the financial institution as aforesaid that entire outstanding amount of premium and interest thereon shall be directly paid by such financial institution to the Lessor as soon as mortgage is created or pays the entire amount aforesaid from his own resources.

Provided further that if at any time the Industrial Finance Corporation of India or other financing body or bodies mentioned above decides to take over, sell, lease or assign the mortgaged assets in the demised premises in exercise of any rights vesting in it by virtue of the deed or deeds executed in its favour by the Lessee at the time taking the loan or loans or under any law, for the time being in force, the sale, lease or assignment will be subject to the mutual consultation with Lessor and the financing body or bodies mentioned above.

Provided further that the Lessee will so often as the said premises shall by assignment or by death or by operation of law or otherwise howsoever become assigned, inherited or transferred during the pendency of the term hereby granted within two calendar months from the date of such assignment, inheritance or transfer, deliver a notice of such assignment, inheritance or transfer to the Lessor setting forth names and descriptions of the parties to every such assignment and the particulars and effects thereof together with every assignment and every probate or a will or letters of administration, decree, order certificate or other document effecting or evidencing such assignment, inheritance or transfer and documents as aforesaid accompanying the said notice shall remain for 30 days at least at the office of the Lessor AND it is hereby covenanted that failure to carry out this condition will, without prejudice to the right of the Lessor to determine this deed for breach of this covenant, entail a penalty of Rs. 500/- to be paid by the Lessee.

(k) That the members, directors, officers and subordinates or agents, workmen and other authorised representatives of the Lessor shall have access to the plot of land and shall have the implied right and authority to enter upon the said plot or land and buildings to be erected thereon to view the state and progress of the work, to inspect the same and for all reasonable purposes at all reasonable times.

(l) That the Lessee will not make any excavation upon any part of the said land nor remove any stone, sand, gravel, clay, earth or any other materials therefrom except so far as may be in the opinion of the Lessor, necessary for the purpose of forming the foundations of the buildings and compound walls and other necessary structure and executing the work authorised and for levelling and dressing the area covered by this Agreement.

(m) That the Lessee will not erect or permit to be erected at any part of the demised premises any stables, sheds or other structures of any description whatsoever for keeping horses, cattle, dogs, poultry or other animals except and in so far as may be allowed by the Lessor in writing.

(n) That the Lessee will not exercise his option of determining the lease nor hold the Lessor responsible to make good the damage if by fire, tempest, flood or violence of any army or a mob or other irresistible force, any material part of the demised premises is wholly or partly destroyed or rendered substantially or permanently unfit for building purposes.

(o) That the Lessee will not erect any building constructions or structures except compound walls and gates on any portions of the demised premises within 15 x 15

P. K. Saxena
Territory Manager (I)
Petroleum Co.

feet of boundaries on... (15 x 15)
sides thereof as marked in the attached plan.

(p) That the Lessee shall put the demised premises with the buildings constructed thereon to the use and start the manufacturing and production hereinbefore mentioned within..... calendar months from the date of possession of the said land is handed over to him and in any case within..... calendar months from the date of this deed or such extended period of time as may be allowed by the lessor in writing in its discretion, provided that the extension of time for putting the building to use under this clause shall not be admissible except where in the opinion of the Lessor the delay is caused for reasons beyond the control of the Lessee.

(q) That the Lessee shall keep the Lessor indemnified against any and all claims for damage which may be caused to any adjoining building or other premises by the building or in consequence of the execution of the aforesaid works and also against claims for damages if the Lessee or his workmen or servants shall —

- (i) injure or destroy any part of building or other structures contiguous or adjacent to the plot of land;
- (ii) keep the foundation, tunnels or other pits on the plot of land open or exposed to whether causing any injury to contiguous or adjacent building;
- (iii) dig any pits near the foundations of any building hereby causing any injury or damage to such buildings.

The damages shall be assessed by the Lessor whose decision as to the extent of injury or damage or the amount payable therefor shall be final and binding on the Lessee.

(r) That the Lessee being a registered partnership firm declares, affirms and undertakes that during the subsistence of the terms of this agreement, the said partnership shall not be dissolved, reconstituted or wound up and/or dealt with in any way which may Jeopardise the rights and interests of the Lessor in the matter of this lease, nor shall its constitution be altered. In any manner otherwise without written consent of the Lessor, first had and obtained and it shall not stand dissolved on the death or insolvency of any of its partners.

OR

The Lessee being an individual or sole proprietor of a firm, shall not allow any person(s) as partner(s) with him without the prior written consent of the Lessor;

OR

The Lessee being a Company shall not make or attempt to make any alterations, whatsoever in the provision of its Memorandum and Articles of Association or in its capital structure without the written consent of the Lessor, first had and obtained and the Lessee hereby undertakes to get registered the prescribed particulars of the charge hereunder created with Registrar of joint Stock Companies under Section 125 of Companies Act 1956 within stipulated period.

While granting its consent as aforesaid the Lessor may require the successor in interest of the Lessee to enter into a binding contract with the Lessor to abide by and faithfully carry out the terms, conditions, stipulations, provisions and agreements herein contained or such other terms and conditions as the Lessor may, in its discretion, impose including the payment by the successor-in-interest such additional premium and/or enhanced rent as the Lessor may in its discretion think proper, in the event of breach of this condition the agreement shall be determined at the discretion of the Lessor.

U.P. State Industrial Devy Corpn. Ltd

Regional Manager

P. A. ...
Territory Manager (L.P.G.)
Bharat Petroleum Corpn. Ltd
L.P.G. Territory Office/Plant
UPSIDC Area, Landhara
Roorkee, Distt. Haridwar

That the Lessee being a Company, shall not change its name without prior information to UPSIDC and effect on block transfer of shares even in phases resulting in change of management unless a prior written permission of the Lessor is obtained.

Provided that the right to determine this agreement under this clause will not be exercised if the industry at the premises has been financed by State Government or Industrial Finance Corporation of India or the U.P. Financial Corporation or the Industrial Development Bank of India or the Life Insurance Corporation of India or Pradeshiya Industrial and Investment Corporation of Uttar Pradesh or Industrial Reconstruction Bank of India or any Scheduled Bank (including the State Bank of India and its subsidiaries, Unit Trust of India or General Insurance Company or New India Assurance Company, Oriental Insurance Company & United Insurance Company and trustees for debenture holders and the said financing body or bodies mentioned above decide to take over possession or sell, or lease or assign the mortgaged assets in exercise of the rights in it or the by virtue of the deed or deeds executed in its or their favour by the Lessee as provided hereinabove or under any law for the time being in force.

(s) That it is further agreed that the lease shall stand automatically terminated if there be any change in the constitution of Lessee, partnership firm or private limited company etc. as on the date of execution of this deed without prior approval in writing of the Lessor.

(t) That in employing labour for his industry, skilled or unskilled, the Lessee shall give preference to one or two able bodied persons from the families whose lands have been acquired for the purpose of the said Industrial Area/Estate.

4. AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLOWS :—

(a) Notwithstanding anything hereinbefore contained if there shall have been in the opinion of the Lessor any breach by the Lessee or by any person claiming through or under him of any of the covenants or condition hereinbefore contained and on his part to be observed and performed and in particular without prejudice to the generality of this sub-clause, if the Lessee transfers, relinquishes mortgages or assigns any part of the demised premises less than the whole of transfers, relinquishes, mortgages or assigns the whole of the demised premises without the previous consent in writing of the Lessor as hereinbefore provided subject to exceptions in clause 3(J) or if the Lessee fails to commence and complete the buildings and to put the same to use and to carry the manufacturing and production for at least 90 days in the time and manner hereinbefore provided or if the amount due to the Lessor as rent hereby reserved or any part of the premium or interest as stipulated in clause (1) shall be in arrears and unpaid for a period of 30 days after the same shall have fallen due for payment or if the Lessee or the person in whom the Lease hereby created shall be vested shall be adjudged insolvent or if this lease is determined as hereinbefore specified, it shall be lawful for the Lessor subject to the provisions of clause 3(r), 3(s) (without prejudice to any other right of action of the Lessor in respect of any breach of this deed), to re-enter, without taking recourse to a court of law, upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely cease and determine and amount equal to 20% of the total premium together with outstanding interest due till date, Lease rent due & other dues, if any, shall stand forfeited to the Lessor without prejudice to rights of the Lessor to recover from the Lessee all money that may be payable by the Lessee, hereunder with interest thereon @...% per annum and the Lessee shall not be entitled to any compensation whatsoever. Provided always that the Lessee shall be at liberty to remove and appropriate to himself all buildings erections and structures, if any, made by him and all his materials thereof from the demised premises after paying up all dues, the premium interest and the lease rent upto date and all municipal and other taxes, rates and assessments then due and all damages and other dues accruing to the Lessor and to remove all such materials from the

Regional Manager

P. K. Saxena
Territory Manager (L.P.G.)
Bharat Petroleum Corp. Ltd
L.P.G. Territory Office/Plant
UPSIDC Area, Ladhura
Roorkee, Dist. Haridwar

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demised premises within three months or sooner of the date of expiration determination of the Lease as he may have himself put up and in case of failure on the Lessee's part to do so the buildings and erections standing on the demised premises and all materials thereof shall vest in the Lessor and the Lessee shall then have no right to claim for the refund of any money paid by him to the Lessor upto that time or to claim any compensation for the structures and materials put up by him on the demised premises.

Provided further and always that the right of re-entry and determination of the Lease as hereinbefore provided shall not be exercised if the industry at the demised premises has been financed by the State Government or Industrial Finance Corporation of India or the U.P. Financial Corporation or Industrial Development Bank of India or the Life Insurance Corporation of India or Pradshiya Industrial and Investment Corporation of U.P. or Industrial Reconstruction Bank of India or any Scheduled Bank (including the State Bank of India and its subsidiaries), Unit Trust of India or General Insurance Company and its subsidiaries viz, National Insurance Company, or New India Assurance Company, Oriental Insurance Co. and United Insurance Co. and the said financing body or bodies mentioned above remedy the breach or breaches within a period of 60 days from the date of the notice issued or served by the Lessor on the said financing institution or institutions regarding the said breach or breaches.

(b) Any losses suffered by the Lessor on a fresh grant of lease of the demised premises for breach of conditions aforesaid on the part of the Lessee or any person claiming through or under him shall be recoverable by the Lessor.

(c) All notices, consents and approvals to be given and notifications of any decisions by the Lessor shall be in writing and signed on behalf of the Lessor and shall be considered as duly served if the same shall have been delivered to, left or posted (even through returned unserved on account of refusal by the Lessee or otherwise howsoever) addressed to the Lessee at the usual or last known place of residence or business or office at the aforesaid plot of land or at the address mentioned in these presents or demises or if the same shall have been affixed to any building or erection whether temporary or otherwise upon the said land.

(d) All powers exercisable by the Lessor under this lease may be exercised by the Managing Director of U. P. State Industrial Development Corporation Limited. The Lessor may also authorise any other officer or officers of the Corporation to exercise all or any of the powers exercisable by him under this lease.

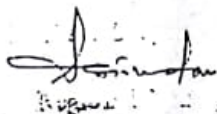
Provided that the expression Managing Director shall include the Managing Director for the time being or any other officer who is entrusted by the Lessor with functions similar to those of the Managing Director.

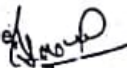
(e) That the Lessor and the Lessee hereby agree that all sums due under this deed from the Lessee on account of premium, rent, interest or damages for use and occupation or service and/or maintenance charges or any other account whatsoever shall be recoverable as arrears of land revenue.

(f) That the determination of this deed shall in no way prejudice or effect the right of the Lessor to recover from the Lessee any sum which the Lessor may fix on account of the damage done by the Lessee or his agent or workman to the demised premises or which may result from faulty maintenance or carelessness in proper maintenance.

(g) That any relaxation or indulgence granted by the lessor to the Lessee shall not in any way prejudice the legal rights of the Lessor.

(h) The stamp and registration charges on this deed shall be borne by the Lessee.




P. K. Jaiswal
Territory Manager (L.P.G.)
Bharat Petroleum Corporation Ltd.
L.P.G. Territory Officer/Plant
UPSIDC Area, Ludhiana
Roorkee, Distt Haridwar

Notwithstanding any other provisions herein contained to the contrary the Lessee shall have the right to determine the use of the land demised under this instrument for the industrial use to the satisfaction of the Lessor and the Lessor shall have the right to determine the use of that tract of land demised which has not been actually so put to use within a reasonable time at its discretion or even to determine the lease of the whole of the land demised under these provisions, the decision of the Lessor shall be binding with regard to the extent of the use of the land demised. The Lessee shall be bound by the decision of the Lessor in this regard. The Lessee hereby expressly agrees to the termination of the lease in part at the discretion of the Lessor.

It is further expressly agreed by the Lessee that the lease in part or as a whole for default of any provision of this clause shall be terminable by a three months notice to quit on behalf of the Lessor.

a) That the Lessee is fully aware that the aforesaid plot had earlier been given by the Lessor to Shri/Km./M/s.....

the lease deed dated.....

registered at.....on.....

lease has been determined/surrendered and forfeited by the Lessor vide letter/notice dated.....

and as such has ceased absolutely.

(b) That it is hereby agreed between the parties to this deed that in case the Lessee is not able to get or retain possession of the demised premises due to civil action or other legal proceedings instituted by the prior Lessee then, in that case the Lessee shall not be eligible to any reimbursement from the Lessor and shall further be liable to defend the civil action or proceedings as aforesaid at his own cost.

7. The lessee will mention in the postal address of their correspondence letter invariably the name of UPSIDC Industrial Area.

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[Handwritten signature]
P. K. Saxena
Territory Manager (L.P.G.)
Bharat Petroleum Corporation Ltd.
L.P.G. Territory Office/Fant
UPSIDC Area, Ludhiana
Roorkhee, Distt. Haridwar

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This Stamp Sheet of Rs. 25000 is attached
 to the lease deed between U.P. State Industrial
 Development Corporation Ltd & *BP Corp Ltd*
 for 99 years at a rental of Rs. *211,86-80*
 for the first thirty years & at Rs. *52,967-00*
 for the next thirty years & at Rs. *12,712-00*
 for the next thirty years & *10000* average
 annual rent of Rs. *6,70,91-53* & a premium
 of Rs. *11,71,066-80* together Plot No. *A-3*
 Situated at Industrial Area, *Landhura*

Lessor

Lessee

For U.P. State Industrial Dev. Corp. Ltd.
[Signature]
 Regional Manager

[Signature]
P. K. Saxena
 Territory Manager (L.P.G.)
 Bharat Petroleum Corp. Ltd.
 L.P.G. Territory Office/Plant
 UPSIDC Area, Landhura
 Roorkee, Distt. Haridwar