



GOVERNMENT OF GUJARAT
FORESTS & ENVIRONMENT DEPARTMENT
BLOCK NO. 14, 8TH FLOOR, SACHIVALAYA
GANDHINAGAR - 382 010.

S. M. SAIYAD, IFS
DIRECTOR(ENVIRONMENT) &
SECRETARY, GCZMA

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Ref. No.ENV-10-2019- -11-E(Tcell)

November 18, 2019

Sub: Before the Hon'ble National Green Tribunal, Principal Bench, New Delhi

In O.A. No- 742/ 2018

In the matter of Pratap Badlani V/S Union of India &Others

Ref: Hon'ble NGT Order dated 21-02-2019

Vide Order dated 17-10-2019 direction was passed by this Hon'ble Tribunal to Member Secretary, Gujarat Coastal Zone Management Authority before taking coercive measures given an opportunity to comply with order of this Tribunal dated 21-02-2019.

In COMPLIANCE THEREOF, please find attached herewith following report and Annexures.

- Action Report report from Gujarat Coastal Zone Management Authority alongwith Annexures.

(S. M. Saiyad)

On Behalf of Director(Environment)&Additional Secretary, &
Member Secretary, Gujarat Coastal Zone Management Authority.
Forests and Environment Department, Government of Gujarat .

Encl: As Stated .

NOTE ON THE ACTION TAKEN BY GCZMA
(GUJARAT COASTAL ZONE MANAGEMENT AUTHORITY)

IN

O. A. NO. 742/2018 in the matter of Pratap Badlani V/DS Union of India & Others

- Letter dated 07.09.2018 received by the Dept. of Environment & Forest Govt. of Gujarat from the Applicant Pratap Badlani. However, based on earlier representation received from Kandla Youth Machhi Sahakari Mandli Limite, Gandhidham following actions were initiated.
- Looking at the allegations in the Letter, a sub-committee comprising of:
 - Assistant Director Fisheries Bhuj,
 - Dy. Conservator of Forest Kutch East,
 - Mamlatdar Gandhidham and
 - Regional Office, Kutch East

was constituted to carry out a Joint Inspection of the site by the District Level CRZ Committee

- A Joint Inspection is carried out at Kandla on **26/11/2018**. Minutes of the Meeting and Observations are drawn (**Annexure 1**).
- Based on the observations made in the Inspection, an Advisory Note (**Annexure 2**) is issued by the Collector & District Magistrate (Chairman, District Level CRZ Committee) on 31.12.2018 to the Chairman of DPT along with all of the plot holders, directing them to:
 - "To stop the usage of pipeline until obtaining CRZ Clearance from the competent authority.
 - To ensure that no pipeline shall be laid within CRZ area without obtaining CRZ

clearance from the competent authority in future.”

- GCZMA was closely observing the site in coordination with other agencies including GPCB and monitoring the situation and also investigating other issues raised in the Complaint and pointed out by the Hon’ble Tribunal.
- The Storage terminals have submitted reply on **28-02-019 (Annexure-III)** to the Advisory note issued by the District Level Committee and submitted that the Deendayal Port Trust(erstwhile Kandla Port Trust) has obtained the necessary Environment/CRZ Clearance from the MOEF&CC, GOI and therefore they requested to verify the same.
- The Gujarat Pollution Control Board directed the KPT ON 22-01-2019 to get necessary clarification from the MOEF&CC, GOI
- Based on the Hon’ble NGT order dated **21-02-2019**, the GCZMA directed the Gujarat Pollution Control Board on **19-03-2019** for obtaining Bank Guarantee of Rs, 12,00,000 from 12 Storage Terminal units against the cost of alleged violations.
- The Bank Guarantee of Rs. 12,00,000/ has been submitted to the Gujarat Pollution Control Board, by the respective Plot Holders. The same were furnished to the GCZMA by the GPCB on 03-05-2019(**Annexure-IV**)
- The Dindayal Port Trsus(Erstwhile: Kandla Port Trust) submitted its letter dated **24-04-2019** informing that the MOEF&CC, GOI has clarified vide its letter dated **15th April, 2019** CRZ Clearance and Environmental Clearance issued vide Ministry’s letter dated 02-02-2010 is for installation of tanks for storage /handling of the petroleum products and edible oil and laying of inter terminal pipelines buy the DDPT.
- It is further clarified that the need for further CRZ clearance by the plot holders in the DPT area for which EC and CRZ Clearance has been issued therefore does not seems to arise(**Annexure-V**)

- Thus, as the clarification is issued by the MOEF&CC, GOI mentioning that no separate Clearance is required by the Plot holders in DPT area. no further actions required to be taken by the GCZMA.

Annexure I

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Inspection Report by sub-committee constituted vide MoM of District Level CRZ committee meeting dated 15-11-2018.

With reference to Minutes of Meeting of District Level CRZ Committee meeting held on 15-11-2018, it was directed to carry out joint inspection of M/s Kandla Agro and Chemicals Pvt Ltd, Vill. Bharapar, Ta. Gandhidham, Kutch by the sub-committee comprising of Assistant Director Fisheries Bhuj, Dy. Conservator of Forest Kutch East, Mamlatdar Gandhidham and Regional Office, Kutch East (Copy enclosed).

Also I/C Regional Officer, Kutch West & Member Secretary of District Level CRZ committee vide its letter dated 19-11-2018 asked to submit the detailed inspection report of M/s Kandla Agro and Chemicals Pvt Ltd, Vill. Bharapar, Ta. Gandhidham, Kutch and representation of Kandla Youth Machhi Udyog Sahkari Mandli Ltd regarding laying of chemical and edible oil pipelines in Eco-sensitive and CRZ areas at Kandla without environment and CRZ permission citing reference of MoM of District Level CRZ committee dated 15-11-2018 (copy enclosed).

In view of above, a joint inspection is carried out at Kandla by I/C Regional Officer, Kutch West & Member Secretary of District Level CRZ committee, ACF-Kutch East (Representative of DCF, Kutch East), Superintendent of Fisheries (Representative of Assistant Director of Fisheries, Bhuj), Dy. Mamlatdar Gandhidham (Representative of Mamlatdar, Gandhidham), Assistant Environmental Engineer (Representative of Regional Officer, Kutch East). The sub-committee remarks are as follows:

- The representation of Mr. Manji Kanji Rabari, House no-4, Vill. Bharapar, Ta. Gandhidham, Kutch against M/s Kandla Agro and Chemicals Pvt Ltd, Vill. Bharapar, Ta. Gandhidham, Kutch does not have any grievance about violation of CRZ Notification and having other issues not pertaining to purview of District Level CRZ-Committee and it is unanimously decided not to carry out inspection of the unit. It may please be appraised that Regional Office, Kutch East, GPCB has carried out inspection on 20-08-2018 and Vigilance Office, Rajkot, GPCB has carried out inspection on 22-08-2018 of M/s Kandla Agro & Chemicals Pvt Ltd with reference to subject complaint. The same representation received from Junior Technical Officer (Under Secretary), Forest and Environment Department vide letter dated 17-10-2018. Against which Regional Office, Kutch East, GPCB vide e-mail dated 01-11-2018 appraised Junior Technical Officer (Under Secretary) that Regional Office, Kutch East, GPCB has carried out inspection on 20-08-2018 and

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G.P.C.B. BHUJ (W)

Inward No. 1834

Date. 1/12/18

Sign. [Signature]

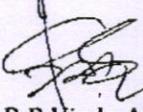
Vigilance Office, Rajkot, GPCB has carried out inspection on 22-08-2018 of M/s Kandla Agro & Chemicals Pvt Ltd (E-mail Copy attached).

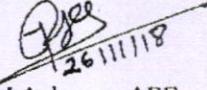
- Regarding the representation of Kandla Youth Machhi Udyog Sahkari Mandli Ltd regarding laying of chemical and edible oil pipelines in Eco-sensitive and CRZ areas at Kandla without environment and CRZ permission, the site is inspected in presence of the President, Kandla Youth Machhi Udyog Sahkari Mandli Ltd.
- The MoEF&CC (Ministry of Environment & Forest, Climate Change, New Delhi) granted Environmental and CRZ Clearance for Development of Plots for construction of Liquid Storage Tank Farm at Kandla vide letter No. 10-36/2008-IA-III dated on 02.02.2010 with validity of five years i.e. 02-02-2010 to 01.02.2015 followed by validity extension till 01-02-2020 by MoEF&CC vide letter dated 18-08-2015 for the proposed installation of tanks for storage/handling of the petroleum products and Edible Oil and laying of inter terminal pipelines by the KPT in Kandla Port Limits.
- KPT has leased out various plots for setting up of liquid storage tanks for 30 years lease period to following industries (1) M/s Aegis Logistic Limited, Plot no. 3, 4, 5, 6 (Total 04 plots) Kandla, Ta- Gandhidham, Dist- Kutch. (2) M/s Shreeji Liquid Storage Pvt. Ltd, plot no.7, Kandla, Ta- Gandhidham, Dist- Kutch. (3) M/s Friends Bulk Handlers Ltd., plot no. 10, Kandla, Ta- Gandhidham, Dist- Kutch. (4) M/s Viking lightrage & Cargo Handlers Pvt. Ltd., plot no. 12, Kandla, Ta- Gandhidham, Dist- Kutch. (5) M/s Gokul Agro Resources Ltd., plot no. 13, Kandla, Ta- Gandhidham, Dist- Kutch. (6) M/s Kutch Oil and Soap Industry, plot no. 14, Kandla, Ta- Gandhidham, Dist- Kutch. (7) M/s Seabridge Terminals Pvt. Ltd, plot no. 15, Kandla, Ta- Gandhidham, Dist- Kutch. (8) M/s Emperius Infralogistics Pvt. Ltd, plot no. 17, Kandla, Ta- Gandhidham, Dist- Kutch. (9) M/s Sunshine Liquid Storage Pvt. Ltd., plot no. 18, Kandla, Ta- Gandhidham, Dist- Kutch. (10) M/s Ambaji Import Pvt. Ltd, Plot No- 19, Kandla, Ta- Gandhidham, Dist- Kutch.
- Out of total 19 plots, total 13 plots are utilizing for liquid storage terminal; 04 plots are yet to auction and the 02 plots are dedicated for parking purpose.
- KPT has given permission to lay pipeline to above mentioned lessee. One of the condition mentioned in pipeline permission letter given by KPT, mentioning that "subject to ratification by Board and compliance of the terms and conditions as per the "Policy for grant of permission for laying and operating the pipelines in KPT Limit" approved by the Board". As per the aforesaid policy, Para 05 [a] read as "All statutory permissions including that of explosives and fire safety etc., shall be obtained by the parties concerned

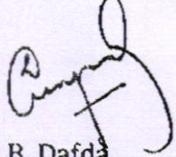
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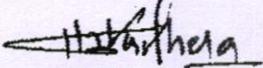
from the respective authorities"; and Para 05 (b) read as "The party shall obtain necessary permission / approval from Gujarat pollution Control Board, Gandhinagar, if required".

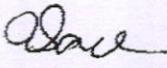
- The portion of pipelines laid by the various plot holders, of aforesaid 17 plots, which are passing through CRZ area resulting to attraction of provision/s of CRZ notification 2011 and amendment thereof.
- On getting approval from KPT, all above mentioned Thirteen Plot holders/Industries except M/s Viking Lighthouse & Cargo Handlers Pvt. Ltd. (plot no. 12) [have laid pipelines through the CRZ area without obtaining CRZ clearance from competent authority.]
- Final report on Rapid Environmental Impact Assessment for Proposed development of plots for tank farms at Kandla Port prepared by Coastal and Environmental Engineering Division, National Institute of Ocean Technology, Chennai (August 2006) and Final Report Risk Assessment for proposed tank farm at KPT prepared by Coastal and Environmental Engineering Division, National Institute of Ocean Technology, Chennai (December 2008).
- As per EC given by MoEF&CC for proposed installation of tanks for the proposed installation of tanks for storage/handling of the petroleum products and Edible Oil and laying of inter terminal pipelines by the KPT in Kandla Port Limits. Permission letter given by KPT for laying of pipeline is subject to obtaining all statutory permissions by the parties concerned from the respective authorities whereas [no separate CRZ Clearance is obtained by any of the plot holder for laying of pipeline in CRZ area.]

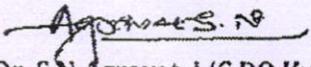

R.R. Virda, AEE,
GPCB, Kutch East


R.J. Acharya, AEE,
GPCB, Kutch East


M.B. Dafda,
Sup. of Fisheries


H.B. Vaghela
Dy. Mamlatdar, Gandhidham


A.B. Dave, ACF,
Kutch East Division


Dr. S.N. Agrawat, I/C RO Kutch
West & MS, District Level CRZ
Committee

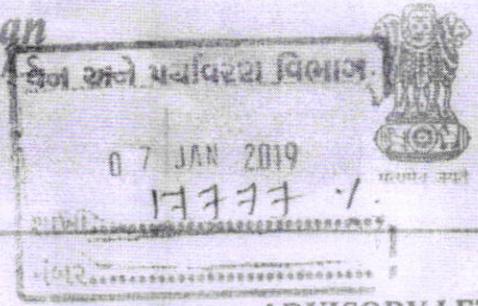
Inspection Date: 26/11/2018
Gandhidham, Kutch.

Annexure - II

Remya Mohan

Collector &
District Magistrate

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Office of the Collector, Kachchh,
Bhuj - 370 001. (Gujarat)
Tel. : (O) 250020, R. 250350
Fax : 250430
E-mail : collector-kut@gujarat.gov.in

ADVISORY LETTER

Whereas the Ministry of Environment Forests and Climate Change, Government of India has issued Coastal Regulation zone (CRZ) Notification, 2011 under the provisions of the Environment (Protection) Act, 1986.

AND whereas the provisions of the CRZ Notification, 2011 are also applicable in the State of Gujarat.

AND whereas as per the CRZ Notification 2011 issued by the Ministry of Environment and Forests Government of India, area between 500 meters from the HTL and area between HTL and water area up to 12 nautical miles from the LTL are classified as CRZ area.

AND whereas the areas within the CRZ are classified as CRZ-1(A), CRZ I (B), CRZ-II, CRZ-III and CRZ -IV and various industrial and development activities are regulated within the CRZ area and prior permission of the competent authority is a must for commencing any activity within the CRZ areas.

AND whereas as per the CRZ Notification 2011 existing mangroves are required to be protected and it should not have allowed to be damaged or destructed as it is classified as Ecologically Sensitive Area.

AND whereas the representation received from M/s. Kandla Youth Machhi Udyog Sahkari Mandli Ltd, Gandhidham, regarding laying of Chemical and Edible Oil Pipelines in eco-sensitive and CRZ areas at Kandla without environment and CRZ permission.

AND whereas as per the Minutes of Meeting of District Level CRZ Committee held on 15-11-2018, the sub-committee was constituted for verification of representation of M/s. Kandla Youth Machhi Udyog Sahkari Mandli Ltd, Gandhidham, who has inspected the site on 26/11/2018 followed by submission of joint site inspection report to District Level Committee.

And whereas joint inspection report is summarized as

- "The MoEF&CC granted Environment and CRZ Clearance for development of plots for construction of Liquid Storage Farm at Kandla vide letter No. 10-36/2008-IA-III dated 02.02.2010 with validity of five years followed by validity extension till 01/02/2020 by MoEF&CC vide letter dated 18/08/2015 for the proposed

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installation of tanks for storage/handling of the petroleum products and Edible Oil and laying of inter terminal pipelines by the Deendayal Port Trust (DPT) in port Limits.

- DPT has leased out various plots (as per the list) for setting up of liquid storage tanks for 30 years lease. Out of total 19 plots, total 13 plots are utilize for liquid storage terminal; 04 plots are yet to auction and the 02 plots are dedicated for parking purpose.
- One of the conditions mentioned in pipeline permission letter given by DPT, mentioning that "subject to ratification by Board and compliance of the terms and conditions as per the "Policy for grant of permission for laying and operating the pipelines in KPT Limit" approved by the Board. As per the aforesaid policy, para 05(a) read as "All statutory permissions including that of explosives and fire safety etc., Shall be obtained by the parties concerned from the respective authorities"; and para 05(b) read as "The party shall obtain necessary permission/approval from Gujarat Pollution Control Board, Gandhinagar, if required".
- The portion of pipelines laid by the various plot holders, of aforesaid 17 plots, which are passing through CRZ area resulting to attraction of provision/s of CRZ notification 2011 and amendment thereof. Hence, it was observed that all the plot holders (as per the list) have laid pipelines through the CRZ area without obtaining separate CRZ Clearance from competent authority".

NOW therefore you are hereby advice,

- To stop the usage of pipeline until obtaining CRZ Clearance from the competent authority.
- To ensure that no pipeline shall be laid within CRZ area without obtaining CRZ clearance from the competent authority in future.

Failing to comply with the advisory issued herein above you will be held responsible for non-compliance of the provisions of The Environment (Protection) Act, 1986.


(Remya Mohan, IAS)
District Collector and District Magistrate
&
Chairman, District Level CRZ Committee.

No: GPCB/RO/Kutch-West/CRZ/T-55(C)/ 935

Date: 31/12/2018

To,

1. The Chairman,
Deendayal Port Trust,
P.O, Box No – 50, Admin. Office Building,
Tagore Road, Gandhidham(Kutch) -370201
2. As per the list.

Copy to,

The Chairman

Gujarat Coastal Zone Management Authority,

Forest & Environment Department,

Block No-14, 8th Floor,

New Sachivalaya, Gandhinagar -382010.....For your information.

List:

1. M/s. Aegis Logistic Limited, Plot no. 3, Taluka: Gandhidham Dist: Kutch.
2. M/s. Aegis Logistic Limited, Plot no. 4, Taluka: Gandhidham Dist: Kutch.
3. M/s. Aegis Logistic Limited, Plot no. 5, Taluka: Gandhidham Dist: Kutch.
4. M/s. Aegis Logistic Limited, Plot no. 6, Taluka: Gandhidham Dist: Kutch.
5. M/s. Shreeji Liquid Storage Pvt.Ltd, Plot no.7, Kandla, Taluka: Gandhidham Dist: Kutch
6. M/s. Friends Bulk Handlers Ltd. Plot No. 10, Kandla Taluka: Gandhidham Dist: Kutch.
7. M/s. Gokul Agro Resources Ltd, Plot no.13, Kandla Taluka: Gandhidham Dist: Kutch.
8. M/s. Kutch Oil and Soap Industry, Plot no:14, Kandla Taluka: Gandhidham Dist: Kutch.
9. M/s. Seabridge Terminals Pvt.Ltd, Plot no.15, Kandla Taluka: Gandhidham Dist: Kutch.
10. M/s. Emperius Infralogistics Pvt.Ltd, Plot no. 17, Kandla Taluka: Gandhidham Dist: Kutch.
11. M/s. Sunshine Liquid Storage Pvt.Ltd, Plot no.18, Kandla Taluka: Gandhidham Dist: Kutch.
12. M/s. Ambaji Import Pvt.Ltd, Plot no.19, Kandla Taluka: Gandhidham Dist: Kutch.

Annexure - II

Ref: GCZMA/2018-19/001
28th February 2019

To,
The Additional Chief Secretary,
Forest & Environment Department &
Chairman Gujarat Coastal Zone Management Authority,
14/8 New Sachivalaya,
Gandhinagar

Kind Attn: Shri S M Saiyad, IFS, MS GCZMA.

Sub: Clarifications and Representations in connection to Environment Clearance & CRZ recommendations for development of plots for construction of Liquid Storage Farm at Kandla and laying of inter terminal pipelines in port limits

Ref: 1. Our letter vide reference no. GCZMA/2018-19/001 dated 28/2/2019
2. Advisory Letter under Refer No. GPCB/RO/Kutch-West/CRZ/T-55(c)/935 Dated 31.12.2018

Respected Sir,

In connection with the subject mentioned above, subsequent meeting with Hon'ble Member Secretary, GCZMA on 27/2/2019 and the letters as referred above, we are grateful for granting us the opportunity to present our case and give us time to submit the details of the matter.

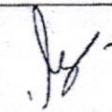
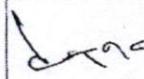
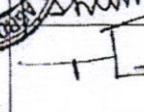
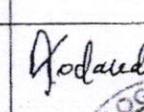
As per our discussions during the meeting we are hereby submitting further more details supported with drawings and documents to justify that the inter terminal pipelines are laid as per the Environment and CRZ clearance granted and do not require any further clearances especially in connection with Environment and CRZ.

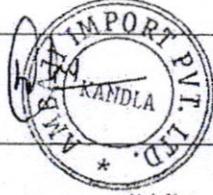
Hence, you are kindly requested to consider our representation and details submitted herewith and the same may be verified before taking suitable decision in the matter.

Seeking a positive consideration on the above matter.

Thanking you,

Yours faithfully,

Sl No.	Name of Terminal	Plot No. allotted	Signature
1	Aegis Logistics Ltd	Plot No. 3,4,5 & 6	 
2	Shreeji Liquid Storage Terminals Pvt Ltd.	Plot No. 7	 
3	Friends Bulk Handlers Ltd	Plot No. 10	 
4	Viking Lighterage & Cargo Handlers Pvt Ltd.	Plot No. 12	 
5	Gokul Agro Resources Ltd	Plot No. 13	 
6	Kutch Oil & Soap Industries	Plot No. 14	 
7	Seabridge Terminals Pvt Ltd	Plot No. 15	 
8	Emperius Infralogistics Pvt Ltd	Plot No. 17	 
9	Sunshine Liquid Storage & Terminal Pvt Ltd	Plot No. 18	 

10	Ambaji Imports Pvt Ltd.	Plot No. 19	
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Encls.: Details of the storage terminal and pipelines along with Annexures "A" to "G" (As mentioned above)

- CC. 1. The Chairman, Deendayal Port Trust.
2. The District Collector & Chairman District level Committee, Bhuj
3. The Director (IA-III Division), Ministry of Environment, Forest & Climate Change, New Delhi.

Details Regarding Newly Constructed Liquid Storage Tank Farms and associated infrastructure facilities at Deendayal Port (Kandla Port)

Introduction:

Deendayal Port (earlier known as Kandla Port) is a seaport in Kutch District of Gujarat State in western India, near the city of Gandhidham. Located on the Gulf of Kutch, it is one of major ports on west coast. Kandla was constructed in the year 1950 as the chief seaport serving western India, when the port of Karachi went to Pakistan after the partition of British India.

It is the largest port of India by volume of cargo handled. Kandla Port Trust, India's busiest major port in recent years, is gearing to add substantial cargo handling capacity with private sector participation. The port handles dry cargo as well as liquid and gaseous cargoes and has special dedicated Vessel Berthing Terminals (commonly known as jetties) ("VBT") for it.

Liquid and Gaseous Cargo Handling at Deendayal Port:

As far as liquid and gaseous cargoes are concerned, there are six VBT dedicated to serve the vessels / ships bringing in liquid and gaseous cargoes like petroleum products, chemicals, edible oils, natural gas etc. and the details of the same are as under:

- a) VBT 1 - for liquid and gas cargo
- b) VBT 2 - for liquid cargo
- c) VBT 3 - for liquid cargo
- d) VBT 4 - for liquid cargo
- e) VBT 5 - cargo for IFFCO and liquid cargo

- f) VBT 6 - cargo for PSU viz. IOCL, BPCL and HPCL only

Once the Ship or vessel carrying liquid / gaseous cargo berths at the VBT, the process of unloading is commenced. The process of transfer of liquid cargo from vessel to storage terminals or even from a terminal to other terminal is a very specific one at Deendayal Port which is explained in details below.

Liquid Cargo transfer from Vessel Berthing Terminal to Storage Terminals and from Storage Terminal to other Storage Terminal

At the heart of the entire transfer operations, be it from VBT to Storage Terminals or from one Storage Terminals to other Storage Terminals is the special arrangements that exist at Deendayal Port.

As can be seen in the map, there exists a junction known as Y-Junction at the port, where all the pipelines connecting the VBT as well as Storage Terminals meet. At this point there is an arrangement, wherein irrespective of the Ship or Vessel being berthed at, the cargo can be unloaded to the desired Storage Terminal and if the Storage Terminal owners desires, then the cargo can also be transferred from one Storage Terminal to other Storage Terminal.

At the Y-junction, there are manifolds, where in the pipelines coming from Vessel Berthing Terminals can be connected to the pipelines of Storage Terminals as well as the pipelines of Storage Terminals can be inter-connected. Thus, at the Y-junction due to the specific manifold connection system, the following inter-connections are possible.

- a. Vessel Berthing Terminal to Storage Terminal
- b. From one Storage Terminal to the other Storage Terminal

It would be worthwhile to note here that, each of the VBT have their own dedicated pipelines to unload the cargo from Vessel till Y-junction. These pipelines are owned by PSUs and private parties and any Storage Terminals' owner desiring to use these pipelines, may do so after following a pre-decided procedure and paying the requisite rent for using the pipelines.

Each of the old as well as new Storage Terminals, have their own dedicated pipelines from Y-Junction to their respective premises. Thus, this arrangement makes it possible to use these inter-terminal connections for unloading cargo from vessels berthed at VBT as well as transfer of cargo from one Storage Terminal to other Storage Terminal.

The manifolds which facilitate this inter-terminal connectivity are owned by private parties viz. FOCT, NPP and CRL and they get the charge/fees for allowing the usage of their manifold by the Storage Terminal Owners.

The above arrangement is also depicted in the figure enclosed herewith.

Development of Plots for Liquid Storage Tank Farm

The Deendayal Port Trust (DPT) (Erstwhile: Kandla Port Trust) during the year 2008 had submitted application in the prescribed Form I along with EIA Report and other requisite documents to MoEF for obtaining Environmental and CRZ clearance for development of new plots for liquid storage tank farms within Kandla Port Trust Area.

Based on the said application, presentations and deliberations, Government of Gujarat recommended CRZ clearance and Ministry of Environment & Forests on 02/02/2010 accorded Environment Clearance for the proposed installation of tanks for storage / handling of the petroleum products

and edible oil and laying of inter terminal pipelines in Kandla Port Limits. The validity of the clearance was extended upto 01.02.2020.

On receipt of EC and CRZ clearance, as mentioned above, DPT allotted the plots to various lease holders on 30 years lease basis. Subsequently, DPT has also given permission to the above lease holders to lay pipeline and accordingly they have laid the pipeline from their respective storage terminal to Y-Junction which as mentioned above is the heart of entire liquid cargo transfer operation from VBT to Storage Terminals or between the various Storage Terminals, if required.

Thus, the entire development of the new storage tank farms along with the requisite supportive infrastructure including the inter terminal pipelines was done strictly in accordance with the Environmental and CRZ clearances granted.

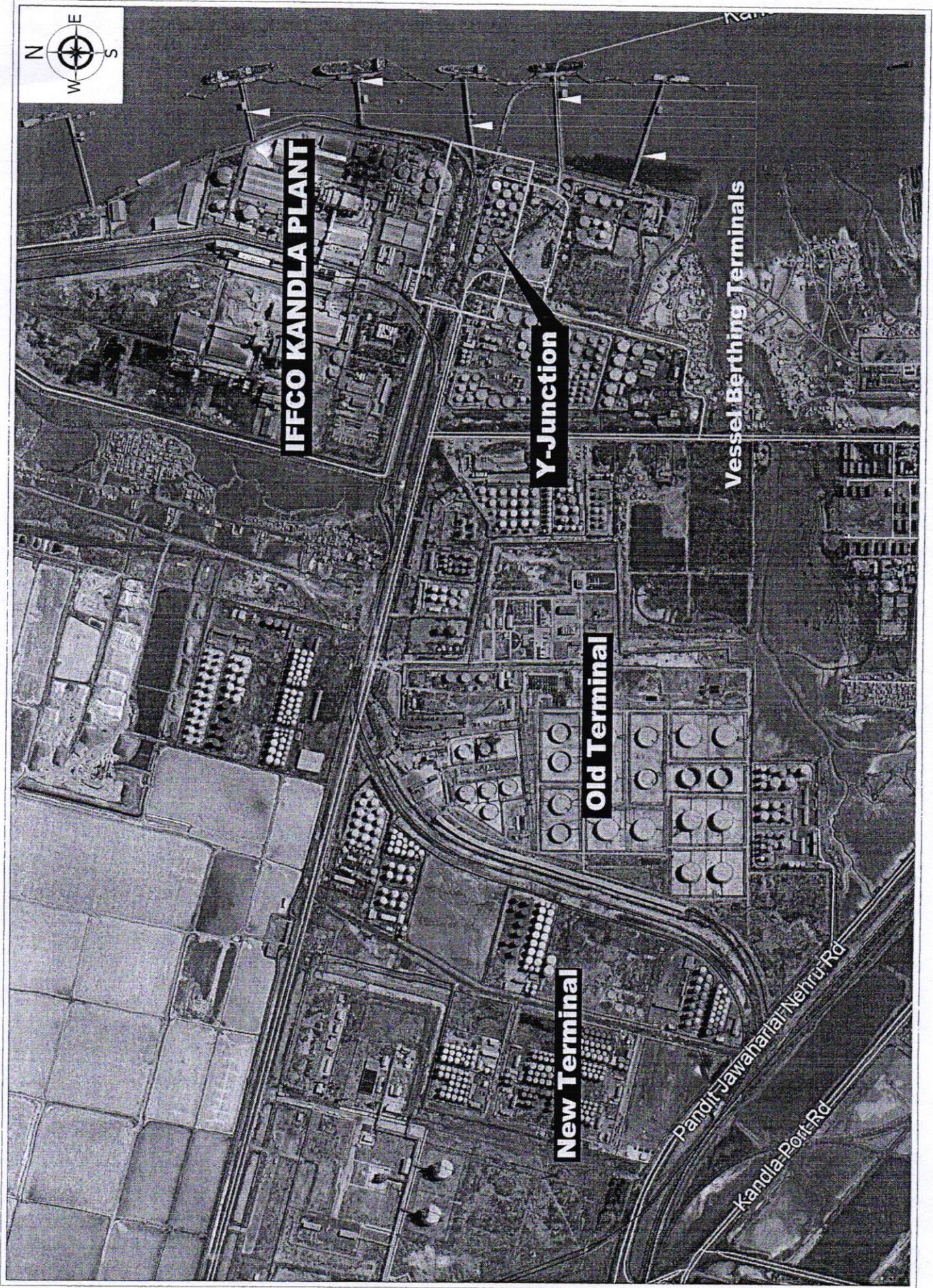
The map showing the various existing pipelines and the newly laid pipelines is appended herewith. It would be pertinent to note here that only a portion of the new pipelines are laid on new corridor, while rest of it is laid on the existing rack of the existing pipeline corridor on the side of the road. Also, as per the regulations by DPT, any new storage terminal coming up in the port area is allowed to lay the pipeline till Y-Junction only and has to compulsorily use the existing facility of pipelines from VBT to Y-Junction or for transfer of cargo between the Storage Terminals, if required. Thus, in essence, Y-Junction acts as the nodal point for the inter terminal pipelines laid by the Storage Terminals, be it old or new.

Hence, based on the above facts and circumstances on site, it can be seen that there is no violation of any conditions of the Environmental and CRZ Clearances granted especially for laying of inter terminal pipelines and do not require any separate CRZ Clearances for the same.

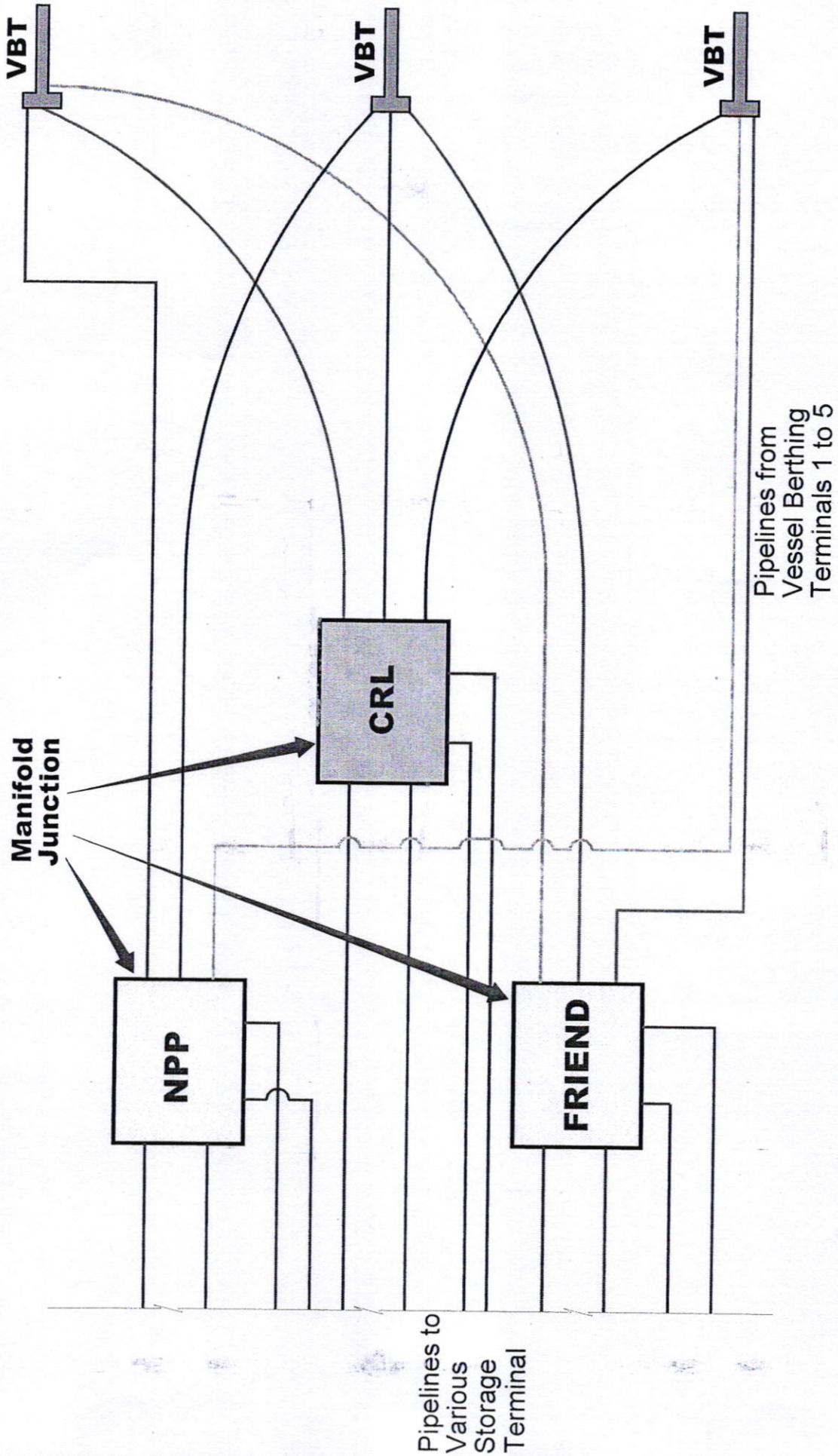
In fact, the said clearance was granted by the MoEF after taking into consideration various details of the Projects such as: (i) the number of plots involved in the Project for the construction of Liquid Storage Tank Farm, (ii) the total traffic handled by the Port, (iii) the expected projections for the future, (iv) the fact that the proposed activity of handling of Petroleum Product and Edible Oil and laying of interconnecting pipeline was an expansion of existing activities, (v) that the proposed site was not ecologically sensitive, and (vi) the proposed activities were not prohibited at the proposed location and did not fall in the CRZ-I (i) area. In other words, the clearance was overarching in nature for the entire project. The fact that the CRZ approval was a composite clearance granted to DPT on behalf of the project proponents is evident from Para 5 of the said letter of approval dated February 2, 2010 which shows that the clearance was granted only after relevant documents were submitted by the project proponents and additional clarifications in response to MoEF's observations were sought from the Project Proponents. Had the clearance been only for KPT and not for the project proponents, such an exercise would not have been necessary, but futile.

Enclosures :

1. Map showing the various Vessel Berthing Terminals, Pipelines, Y-Junction and Storage Terminals
2. Schematic Diagram showing details of Y-Junction
3. Schematic Diagram showing details of manifold
4. Map showing the existing and newly laid pipelines

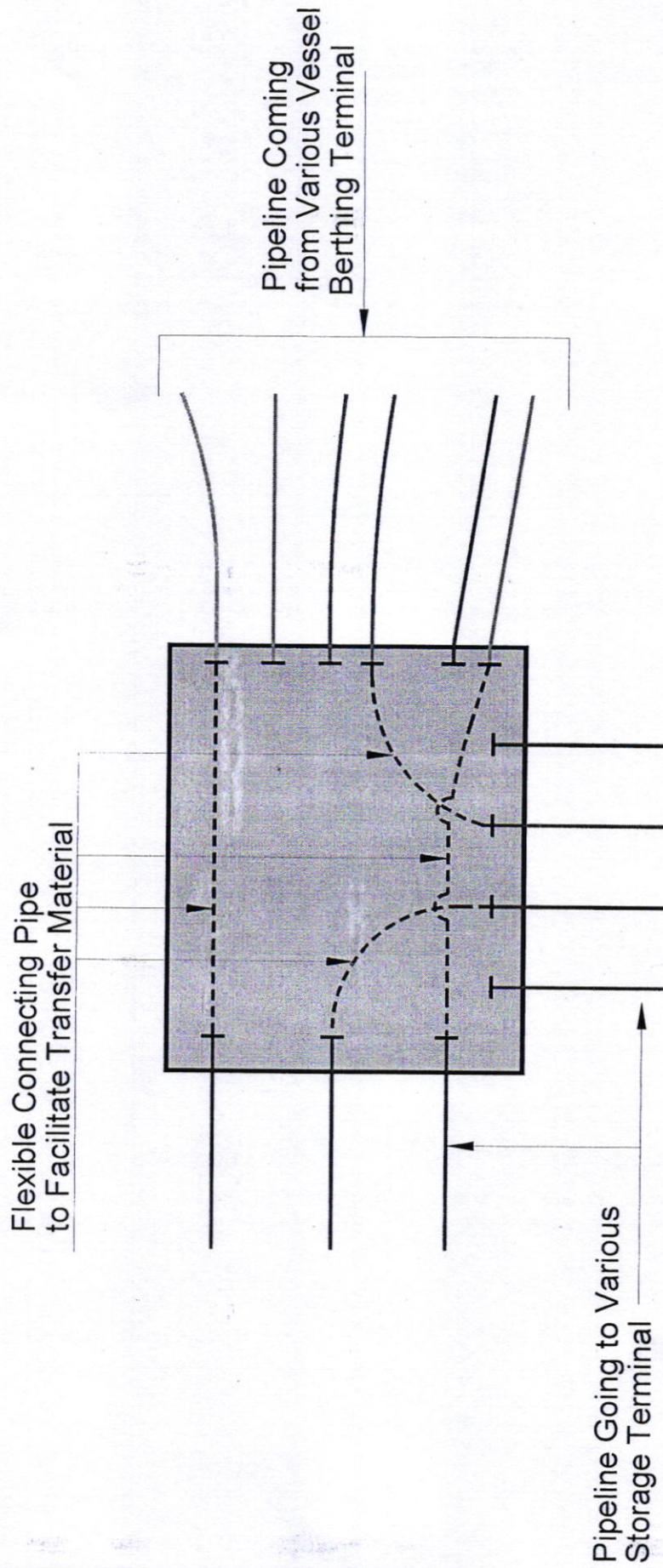


Schematic Diagram Showing Details at Y - Junction



VBT - Vessel Berthing Terminal

Typical Schematic Diagram of a Manifold at DPT





IFFCO KANDLA PLANT

New Pipe Line

Old Terminal

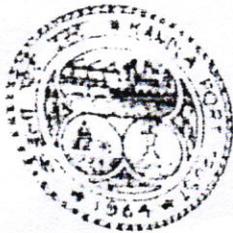
New Terminal

Kandla to Mumbai

Pandit Jawaharlal Nehru Rd

Kandla Port Rd

DEENDAYAL PORT TRUST
(Erstwhile: KANDLA PORT TRUST)



Administrative Office Building
Post Box NO. 50
GANDI HIDIAM (Kutch),
Gujarat: 370 201.
Fax: (02836) 220050
Ph.: (02836) 233192

www.deendayalport.gov.in

EG/WK/4684 (EC)/Part VI (1)

Date: 04/02/2019

To,

Shri Kushal Vashist, Director (IA-III Division),
Ministry of Environment, Forests & Climate Change,
Jor Bagh Road, Aliqant,
Indira Paryavaran Bhawan,
New Delhi-110003.

E-mail: kushal.vashist@gov.in; Telephone - 24695382

Sub: Development of Plots for construction of Liquid Storage Tank Farm at Kandla - EC & CRZ Clearance - Request for Clarification regarding applicability of CRZ Clearance for laying of pipeline from Y Junction/New manifold/FOCT junction to various Plot Holders engaged in storing of Edible Oil, Chemicals, Petroleum Products etc.

Ref.: The Gujarat Pollution Control Board letter no. PC/CCA-KUTCH-1285 (2)/GPCB ID - 46364 dated 22/1/2019.

Sir,

Kindly refer to the cited reference on the above subject.

In this regard, it is to submit here that, in response to the submission made by the Deendayal Port Trust dated 19(24)/09/2018 to the Gujarat Pollution Control Board w.r.t. site inspection carried out by the Officials of GPCB dated 18/9/2018, now, the Gujarat Pollution Control Board, vide their above referred communication dated 22/1/2019 (Copy - Annexure I), has requested DPT to get clarification from the MoEF&CC, GoI, New Delhi, regarding applicability of CRZ Clearance for laying of various pipelines from Y Junction/New manifold/FOCT junction to various Plot Holders engaged in storing of chemicals, petroleum products, etc.

It is relevant to submit here that, the Deendayal Port Trust (Erstwhile: Kandla Port Trust) during the year 2008, had submitted detailed application dated 28/1/2008 in the prescribed Form I along with EIA Report (prepared by NIOT, Chennai) & other requisite documents, to the MoEF, GoI, for obtaining Environmental & CRZ Clearance. Based on the said application, the Ministry of Environment & Forests, GoI, vide communication dated 2/2/2010 had accorded Environmental & CRZ Clearance for the proposed installation of tanks for storage/handling of the petroleum products and Edible Oil and laying of inter terminal pipelines by the KPT in Kandla Port limits". Subsequently, on request of DPT, the MoEF&CC, GoI had, extended the validity period of the EC & CRZ Clearance up to 1.2.2020.

Cont ..

After receipt of requisite EC & CRZ Clearance as mentioned above, DPT allotted 13 Plots (out of total 19 plots) to the various lease holders on 30 years lease basis. Further, 4 plots are yet to auction and 2 plots are reserved for parking purpose. Subsequently, DPT had also given permission to above 13 plot allottee for laying of pipeline and accordingly, they have laid the said pipelines from storage terminal to Y Junction/new manifold/FOCT junction. In addition, it is also relevant to mention here that, GPCB had also accorded Consent to Operate & Consent to establish to all the Plot Allottee and accordingly, they have started operation in their allotted plots.

The entire set of documents submitted by DPT to the GPCB dated 22/10/2018, in response to the site inspection carried out is attached herewith as **Annexure II**, for ready reference, which includes following documents:

- 1) A copy of application submitted in Form I to the MoEF, GoI - Annexure A.
- 2) A copy EIA Report prepared by NIOT, Chennai - Annexure B.
- 3) A copy of Risk Assessment prepared by NIOT, Chennai - Annexure C.
- 4) A copy of CRZ Map - Annexure D.
- 5) A copy of presentation made before the EAC, MoEF - Annexure E.
- 6) Copies of, EC & CRZ Clearance accorded by the MoEF,GoI dated 2/2/2010, CRZ Recommendation and NOC/CTE issued by GPCB - Annexure F,G & H.
- 7) Details provided by DPT dated 24/9/2018 - Annexure I.
- 8) GPCB email 24/9/2018 - Annexure J.
- 9) Collective representation made by all the Plot Allottee - Annexure K.
- 10) Copies of Consent to Operate accorded by the GPCB to all Plot allottee - Annexure L.

In addition to above, w.r.t. GPCB letter dated 22/1/2019, all the Plot Allottees have submitted collective representation dated 30/1/2019 (**Annexure III**) stating as under:
"Pipeline corridor is already established for laying of pipelines, adjacent railway lines and parallel road for connecting Old Terminals, Other establishments since last more than 50 years and are in full operation since then. The same corridor is now being utilized for laying pipelines connecting vessel berthing terminals and new tank terminals inside KPT area. Many of these pipelines are dedicatedly used for edible Oils only. They have also mentioned that, since KPT (now DPT) has already been granted collective Environment & CRZ Clearance for the entire project which includes laying of interconnecting terminal pipeline at the newly developed location of various Liquid Storage Terminals, there is no breach/violation of any Environmental/ CRZ Clearance. However, as suggested by GPCB vide their letter no. PC/CCA-KUTCH-1285(2)/GPCB ID 46364 dated 22/1/2019, DPT may obtain suitable clarifications from the MoEF&CC,GoI,New Delhi".

In view of the Gujarat Pollution Control Board letter dated 22/01/2019 & above submission, it is requested that the MoEF&CC,GoI, may kindly consider and provide necessary clarification regarding applicability of CRZ Clearance for laying of various pipelines from Y Junction/New manifold/FOCT junction (Vessel Berthing Terminal) to various Plot Holders engaged in storing of Edible Oil, chemicals, petroleum products, etc.

This has approval of the Chairman, Deendayal Port Trust.

Encl.: As above

Copy to :

Smt. Urvashi Upadhyay,
 Environmental Engineer,
 Gujarat Pollution Control Board, Paryavaran Bhavan,
 Sector 10- A, Gandhinagar - 382 010.

Yours faithfully,

[Signature]
 Chief Engineer
 Deendayal Port Trust

O/c



GPCB

Anneeru - IV

GUJARAT POLLUTION CONTROL BOARD

PARYAVARAN BHAVAN

Sector-10-A, Gandhinagar 382 010

Phone : (079) 23222425

(079) 23232152

Fax : (079) 23232156

Website : www.gpcb.gov.in

Date: 3.5.2019

No: GPCB/CCA-KUTCH-1285(3)/ID-46364/ 504924

To,

Shri S.M. Saiyad, IFS,
Director (Environment) & Additional Secretary
Forests & Environment Department
Block No 14/ 8th Floor,
New Sachivalaya
Gandhinagar

Subject Bank Guarantee levied against violations of Environment Clearance issued by MOEF & CC, GOI on 02/02/2010 to M/s Deendayal Port Trust (erst while Kandla Port Trust) for Development of storage terminals at Kandla, Dist: Kutch -reg.

Reference: -

- 1) Your letter no.ENV-10-2019-11-E (T-cell) Dated 14/03/2019.
- 2) CRZ Clearance Recommended vide order No ENV-10-2008-366-E dated 9.3.2009 for Construction of Liquid storage tank farms at Kandla, District Kachchh for Kandla Port Trust by Forests & Environment Department
- 3) Adviser Note addressed to Forest & environment department to the Chairman, GCZMA for stopping the usage of pipeline until obtaining of CRZ Clearance from competent authority vide dated 31.12.2018.
- 4) Letter sent to SEE, Kandla port trust, by GPCB vide letter no PC/CCA-Kutch-1285 (2)/ID-46364/492197 dated 22/01/2019
- 5) Order of Principle Bench, Hon'ble NGT vide OA No.742 / 2018 directing GCZMA to furnish the report vide order dated 21.2.2019.

Sir,

This has reference to the above various letters, where Kandla Port Trust (KPT), Gandhidham was directed by District level CRZ committee, Kutch to stop the usage of pipeline until obtaining of CRZ Clearance from competent authority. It was also mentioned in Advisory Note that no pipeline shall be laid within CRZ area without obtaining of CRZ clearance from competent authority in future & entire matter was referred to the Chairman, GCZMA authority for further action vide their letter dated 31.12.2018.

Further, Hon'ble NGT had issued order vide order dated 21/02/2019, mentioning illegal expansion of Kandla Port Trust (KPT) and illegal activities of KPT in setting up inter-connecting pipeline, in violation of Coastal Regulation Zone (CRZ) norms and Hon'ble NGT directed GCZMA to furnish the report.

In context to your E-Mail dated 15.3.2019 attaching letter dated 14.3.2019 requesting Board for levy of Bank guarantees from storage terminals units, Board has levied Bank Guarantees from following 12 storage terminals units are as under:

- 1) M/s. Aegis Logistic Limited, Plot no.3, Taluka: Gandhidham Dist: Kutch.
- 2) M/s. Aegis Logistic Limited, Plot no.4, Taluka: Gandhidham Dist: Kutch.
- 3) M/s. Aegis Logistic Limited, Plot no.5, Taluka: Gandhidham Dist: Kutch.
- 4) M/s. Aegis Logistic Limited, Plot no.6, Taluka: Gandhidham Dist: Kutch.

Clean Gujarat Green Gujarat
ISO-9001-2008 & ISO-14001 - 2004 Certified Organisation

Dep

15/5/19

T Cell

- 5) M/s. Shreeji Liquid storage pvt Ltd, Plot no.7, Kandla, Taluka: Gandhidham Dist:Kutch.
- 6) M/s. Friends Bulk Handlers Ltd, Plot no.10, Kandla, Taluka: Gandhidham Dist:Kutch.
- 7) M/s. Gokul Agro Resources Ltd, Plot no.13, Kandla, Taluka: Gandhidham Dist:Kutch.
- 8) M/s. Kutch Oil and Shop Industry, Plot no.14, Kandla, Taluka: Gandhidham Dist:Kutch.
- 9) M/s. Sea bridge Terminals Pvt. Ltd., Plot no.15, Kandla, Taluka: Gandhidham Dist:Kutch.
- 10) M/s. Emperius Intralogistics Pvt. Ltd., Plot no.17, Kandla, Tal-Gandhidham, Dist-Kutch.
- 11) M/s. Sunshine Liquid Storage Pvt. Ltd., Plot no.18, Kandla, Taluka: Gandhidham Dist: Kutch.
- 12) M/s. Ambaji Import Pvt. Ltd, Plot no.19, Kandla, Taluka: Gandhidham Dist: Kutch.

The Submitted Bank Guarantees of total Rs 12.00 Lakhs (Total 12 Bank Guarantee of each Rs 1 Lakh), in originals are attached herewith wrt Hon'ble NGT order dated 21.2.2019 for further necessary action in context to Recovery of compensation for damage caused by the said illegal activities, District Level CRZ committee may review damage caused by the said illegal activities.

**For and on behalf of
Gujarat Pollution Control Board**


**(K.C. Mistry)
Member Secretary**

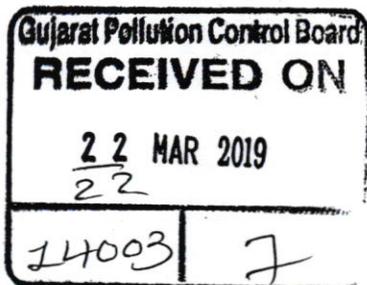


AEGIS

AEGIS LOGISTICS LIMITED

Corporate Office: 1202, Tower B, Peninsula Business Park, G. K. Marg, Lower Parel (W), Mumbai - 400 013, India.
Tel.: +91 22 6666 3666 ♦ Fax: +91 22 6666 3777 ♦ Email: ltdmktg@aegisindia.com ♦ Website: www.aegisindia.com

To,
Member Secretary,
Gujrat Pollution Control Board,
ParyavaranBhavan,
Sect - 10 A,
Gandhinagar,



Sub : Bank Gurantee against alleged violation of Environment Clearance and CRZ Clearance issued by the MOEF & CC, GOI on 02.02.2010 to Deendayal Port Trust(erstwhile KPT) for development of storage terminals at KAndla, Dist: Kutch-reg.

Dear Sir,

This has reference to letter Ref No : ENV-10-2019-11-E(Tcell) dated 14.03.2019 from Director(Environment) &Additional Secretary to your good office on the subject cited above.

As required, we attach herewith following original Bank Guarantees against Plot No 3,4,5& 6 in favour of GPCB for your further handling.

S.N.	BG No.	Amount	Expiry date	Due date
1.	2910IGPER009619	100000	31/03/2020	31/03/2020
2.	2910IGPER009719	100000	31/03/2020	31/03/2020
3.	2910IGPER009819	100000	31/03/2020	31/03/2020
4.	2910IGPER009919	100000	31/Q3/2020	31/03/2020

Thanking you,

Sincerely yours,
Aegis Logistics Ltd.

(Authorized Signatory)

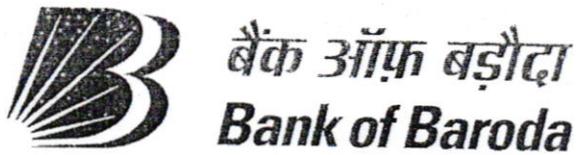


Encl. :- As above.

Bhr
S.A.W.
Mf
Kandla

To: Kutch unit

28/3



CFSBAL/2019

DATE: 20.03.2019

To,
The Chairman
Gujrat Pollution Control Board
Paryavaran Bhavan
Sector 10 A
Gandhinagar
Gujrat 382010

Dear Sir,

Re: Bank Guarantees issued by us in your favor on behalf of
M/s. Aegis Logistic Ltd

We enclose herewith original Bank Guarantee and hereby confirm having issued the guarantee as per details given above and also confirm that signatory to the captioned Bank Guarantee is authorized to sign guarantee for and on behalf of the Bank.

Sr.No	BG.No.	Amount	Expiry	Claim Date
1	2910IGPER009619	1,00,000	31.03.2020	31.03.2020
2	2910IGPER009719	1,00,000	31.03.2020	31.03.2020
3	2910IGPER009819	1,00,000	31.03.2020	31.03.2020
4	2910IGPER009919	1,00,000	31.03.2020	31.03.2020

Yours Faithfully,


Suresh Dodake
Sr. Manager

Corporate Financial Services Branch : 4th Floor, 10/12, Mumbai Samachar Marg , Fort,
Mumbai - 400 001, Maharashtra, India
Tel.: 91-022-4340 7300, 4340 7301 to 325 Fax: 91-022-2202 1445
E-mail: cfsbal@bankofbaroda.com, operation.cfsbal@bankofbaroda.com, Web:
www.bankofbaroda.com

11 FEB 20

मुद्रांक विक्री नोंद दही अ.नु.क्रमांक... 127732 दिनांक.....
 वस्ताबांधकार..... दस्त बोंदणी करणार आहेत का होय/बाही
 बोंदणी होणार असल्यास दुय्यम निबंधक कार्यालयाचे नाव.....
 निकालीचे वर्णन..... **AEGIS LOGISTICS LIMITED**
 कोकला स्वकम..... 1202, Tower - B,
 मुद्रांक विकत घेणाऱ्याचे नाव..... Peninsula Business Park,
 पुस-का बलाकाराचे नाव..... G. K. Mang. Lower Parer (VV)
 हस्त अडल्यास त्यांचे नाव व पत्ता..... Mumbai - 400 013.
 मुद्रांक शुल्क रक्कम..... मुद्रांक विकत घेणाऱ्याची सही.....
 मुद्रांक विक्रीचे ठिकाण/पत्ता:- अक्षर सर्किसेस, दुकान नं. ६, जयता मार्केट,
 सेक्टर-३, नेरळ, नवी मुंबई-४००७०६, मो.क्र.९३२९९७८२७९
 मुद्रांक विक्रेत्याची सही ववरवाका
 व.९३/९९ नविन परबाबा कं. ९२०९०५५ श्री. नक्षुकर मारुती कावडे
 का कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी
 मुद्रांक खरेदी केल्याबासुम ६ महिन्याघा आत वापरने बंधनकारक आहे



गारंटी की / BANK GTEE NO.2910IGPER 009719
दिनांक / DATE: 20 MAR 2019

We, **Bank of Baroda**, Corporate Financial Services Branch, 10/12, Mumbai Samachar Marg, Fort, Mumbai-400001 (hereinafter referred to as "Bank") at the request of the Company do hereby undertake to pay to the Gujarat Pollution Control Board an amount not exceeding Rs.1,00,000/- (Rupees One Lakh only) against failure by the Company towards non compliance conditions in the aforesaid letter.

We, **Bank of Baroda**, Corporate Financial Services Branch, 10/12, Mumbai Samachar Marg, Fort, Mumbai-400001 undertake to pay to the GPCB the amount due and payable under this Guarantee without any demur merely on demand from MPCB stating that the amount claimed is due to non compliance of the conditions mentioned in the aforesaid letter. Any such demand made on the bank shall be conclusive as regard to the amount due and payable by the Bank under the guarantee. However, our liability under this Guarantee shall be restricted to any amount not exceeding Rs.1,00,000/- (Rupees One Lakh only).

We, **Bank of Baroda**, Corporate Financial Services Branch, 10/12, Mumbai Samachar Marg, Fort, Mumbai-400001 undertake to pay to GPCB any money so demanded notwithstanding any dispute or disputes raised by the Company in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under these presents being absolute and unequivocal. The payment made so by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Company shall have no claim against us for making such payment.

This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Company.

We, **Bank of Baroda**, Corporate Financial Services Branch, 10/12, Mumbai Samachar Marg, Fort, Mumbai-400001 further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for compliance of notice / letter have been fully paid and it has claimed satisfied or discharge or till Government / Board certifies that the terms and conditions of the Direction / Notice / Letter/ any provisions of relevant law have been fully and properly carried out and complied by the Company / Unit and accordingly discharge this guarantee is made on us in writing **on or before 31st March, 2020**, We shall be discharged from liabilities under this guarantee thereafter.

We, **Bank of Baroda**, Corporate Financial Services Branch, 10/12, Mumbai Samachar Marg, Fort, Mumbai-400001 further agree with the Board that the Board shall have the fullest liberty without out consent and without affecting in any manner our obligations hereunder to vary any of the terms and condition of the said Direction / Notice / Letter, etc. or to extend time of compliance by the said Company / Unit from time to time or to postpone for any time of from time to time any of the powers exercisable by the Board against the said Direction / Notice / Letter, etc. and to forbear or enforce any of the terms and conditions relating to said direction / notice / letter,



[Handwritten signature]

[Handwritten signature]

गारंटी की / BANK GTEE NO.2910IGPER 009719

दिनांक / DATE: 20 MAR 2019

etc. and we shall not be relieved from our liability by reason of any such variation on extension being granted to the said Company / Unit of for any of such matter or thing whatsoever, which under the law relating to sureties would but for this provisions have effect of no relieving us.

It is also hereby agreed that the Court in Greater Mumbai shall have exclusive jurisdiction in respect of claim, if any, under this Guarantee.

We, **Bank of Baroda**, Corporate Financial Services Branch, 10/12, Mumbai Samachar Marg, Fort, Mumbai-400001 lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the GPCB in writing.

Notwithstanding anything contained hereinabove

1. Our liability under this Guarantee is restricted to **Rs.1,00,000/- (Rupees One Lakhs only)**.
2. This Guarantee is **valid until 31st March, 2020 including Claim Period**.
3. Any claims under this Guarantee must be received at our counters at Mumbai by **31st March, 2020** and if no such claim has been received by us by that date all your rights under this Guarantee will cease.



बैंक ऑफ बड़ोदा
BANK OF BARODA
कॉर्पोरेट वित्तीय सेवाए शाखा, मुंबई
Corporate Financial Services, Br. Mumbai
10/12, मुंबई समाचार मार्ग,
10/12, Mumbai Samachar Marg,
चौथा माला, मुंबई - ४०० ०२३
4th Floor, Fort, Mumbai - 400 023.

BANK OF BARODA
बैंक ऑफ बड़ोदा के लिए
FOR BANK OF BARODA

Dr. 1.7.15
नियत ऑटोर्नी
CONSTITUTED ATTORNEY

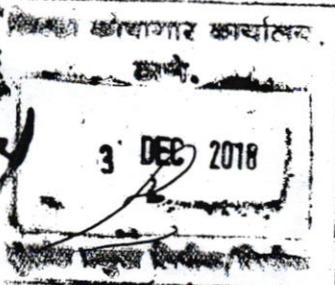


महाराष्ट्र MAHARASHTRA

© 2018 ©

4 DEC 2018

AM 543275



To

गारंटी की / BANK GTEE NO.2910IGPER 009619

दिनांक / DATE: 20 MAR 2019

Chairman,
Gujarat Pollution Control Board
Paryavaran Bhavan,
Sector-10A,
Gandhinagar (Gujarat)-382010

BANK GUARANTEE

In consideration of letter/direction dt March 14, 2019 vide **Ref. No.ENV-10-2019-11-E (Tcell)** (hereinafter referred as "the letter") from Government of Gujrat - Forests and Environment dept to Gujarat Pollution Control Board, (hereinafter called GPCB"), pursuant directions thereof of GPCB, Aegis Logistics Ltd., **Plot No. no 4** Taluka: Gandhidham Dist: Kutch (hereinafter called "the Company"), has agreed to lodge a Bank Guarantee for **Rs.1,00,000/- (Rupees One Lakh only)** towards Compliance of conditions set out in the above referred letter.



मुद्रांक विधी नोंद वही अनु. क्रमांक..... 8015 दिनांक..... 5-4 DEC 2018
 दस्तावेज प्रकार..... दस्त बोंदणी करणार आहेत का होय/नाही
 नोंदणी होणार असल्यास दुय्यम विषयक कार्यालयाचे नाव.....
 मिळकतीचे वर्णन.....
 मोबदला रक्कम..... **AEGIS LOGISTICS LIMITED**
 मुद्रांक विकत घेणाऱ्याचे नाव..... 1202, Tower - B,
 पेनासुला बिजनेस पार्क..... Peninsula Business Park,
 ये-या पत्ताकाराचे नाव..... G. K. Marg, Lower Parel (W)
 हस्ते असल्यास त्याचे नाव व पत्ता..... Mumbai - 400,013. *B-1*
 मुद्रांक शुल्क रक्कम..... मुद्रांक विकत घेणाऱ्याची सही.....
 मुद्रांक विक्रीचे ठिकाण/पत्ता:- अंकुर सर्दिसिज, हुकाज नं. ६, जनता मार्केट,
 सेक्टर-३, बेरूळ, नवी मुंबई-४००७०६, मो. क्र. ९३२९९७८२७९
 मुद्रांक विक्रीच्याची सही वपरवाना *[Signature]*
 क. ५३/२० नविन परवाना क्र. ९२०१०४४ श्री. मधुकर मारुती कानडे
 ज्या आज्ञावळीच्याची मुद्रांक करेची कोला त्यांची त्याच कारणासाठी
 मुद्रांक करेची करवापायुक्त नसल्याचा आत वापरने बंधनकारक आहे.



गारंटी की / BANK GTEE NO.2910IGPER 009619

दिनांक / DATE:

20 MAR 2019



We, **Bank of Baroda**, Corporate Financial Services Branch, 10/12, Mumbai Samachar Marg, Fort, Mumbai-400001 (hereinafter referred to as "Bank") at the request of the Company do hereby undertake to pay to the Gujarat Pollution Control Board an amount not exceeding Rs.1,00,000/- (Rupees One Lakh only) against failure by the Company towards non-compliance conditions in the aforesaid letter.

We, **Bank of Baroda**, Corporate Financial Services Branch, 10/12, Mumbai Samachar Marg, Fort, Mumbai-400001 undertake to pay to the GPCB the amount due and payable under this Guarantee without any demur merely on demand from MPCB stating that the amount claimed is due to non-compliance of the conditions mentioned in the aforesaid letter. Any such demand made on the bank shall be conclusive as regard to the amount due and payable by the Bank under the guarantee. However, our liability under this Guarantee shall be restricted to any amount not exceeding **Rs.1,00,000/- (Rupees One Lakh only)**.

We, **Bank of Baroda**, Corporate Financial Services Branch, 10/12, Mumbai Samachar Marg, Fort, Mumbai-400001 undertake to pay to GPCB any money so demanded notwithstanding any dispute or disputes raised by the Company in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under these presents being absolute and unequivocal. The payment made so by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Company shall have no claim against us for making such payment.

This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Company.

We, **Bank of Baroda**, Corporate Financial Services Branch, 10/12, Mumbai Samachar Marg, Fort, Mumbai-400001 further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for compliance of notice / letter have been fully paid and it has claimed satisfied or discharge or till Government / Board certifies that the terms and conditions of the Direction / Notice / Letter/ any provisions of relevant law have been fully and properly carried out and complied by the Company / Unit and accordingly discharge this guarantee is made on us in writing **on or before 31st March, 2020**, We shall be discharged from liabilities under this guarantee thereafter.

We, **Bank of Baroda**, Corporate Financial Services Branch, 10/12, Mumbai Samachar Marg, Fort, Mumbai-400001 further agree with the Board that the Board shall have the fullest liberty without out consent and without affecting in any manner our obligations hereunder to vary any of the terms and condition of the said Direction / Notice / Letter, etc. or to extend time of compliance by the said Company / Unit from time to time or to postpone for any time of from time to time any of the powers exercisable by the Board against the said Direction / Notice / Letter, etc. and to forbear or enforce any of the terms and conditions relating to said direction / notice / letter,



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गारंटी की / BANK GTEE NO.2910IGPER 009619
दिनांक / DATE: 20 MAR 2019

etc. and we shall not be relieved from our liability by reason of any such variation on extension being granted to the said Company / Unit of for any of such matter or thing whatsoever, which under the law relating to sureties would but for this provisions have effect of no relieving us.

It is also hereby agreed that the Court in Greater Mumbai shall have exclusive jurisdiction in respect of claim, if any, under this Guarantee.

We, **Bank of Baroda**, Corporate Financial Services Branch, 10/12, Mumbai Samachar Marg, Fort, Mumbai-400001 lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the GPCB in writing.

Notwithstanding anything contained hereinabove

1. Our liability under this Guarantee is restricted to **Rs.1,00,000/- (Rupees One Lakhs only)**.
2. This Guarantee is **valid until 31st March, 2020 including Claim Period**.
3. Any claims under this Guarantee must be received at our counters at Mumbai by **31st March, 2020** and if no such claim has been received by us by that date all your rights under this Guarantee will cease.

BANK OF BARODA

बैंक ऑफ बड़ौदा
BANK OF BARODA
कॉर्पोरेट वित्तीय सेवाएं शाखा, मुंबई
Corporate Financial Services, Br. Mumbai
10/12, मुंबई समाचार मार्ग,
10/12, Mumbai Samachar Marg,
चौथा माला, मुंबई - 400 023
4th Floor, Fort, Mumbai - 400 023.

बैंक ऑफ बड़ौदा के लिए
FOR BANK OF BARODA
नियत ऑटोर्नी
CONSTITUTED ATTORNEY



महाराष्ट्र MAHARASHTRA

2018

AL 248702

गारंटी की / BANK GTEE NO.2910IGPER 009819
दिनांक / DATE:

20 MAR 2019

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र ८०००००३

12 OCT 2018

सक्षम अधिकारी



To

Chairman,
Gujarat Pollution Control Board
Paryavaran Bhavan,
Sector-10A,
Gandhinagar (Gujarat)-382010

श्री. प्र. ना. चिंचघरे

BANK GUARANTEE

In consideration of letter/direction dt March 14, 2019 vide **Ref. No.ENV-10-2019-11-E (Tcell) (hereinafter referred as "the letter")** from Government of Gujrat - Forests and Environment dept to Gujarat Pollution Control Board, (hereinafter called GPCB), pursuant directions thereof of GPCB, Aegis Logistics Ltd., **Plot No. no 5** Taluka: Gandhidham Dist: Kutch (hereinafter called "the Company"), has agreed to lodge a Bank Guarantee for **Rs.1,00,000/- (Rupees One Lakh only)** towards Compliance of conditions set out in the above referred letter.

घोडपत्र-१ Affidavit-1

फक्त प्रतिज्ञापत्रासाठी Only for Affidavit

मुद्रांक विकत घेणा-याचे नाव _____

मुद्रांक विकत घेणा-याचे रहिवासी पत्ता _____

मुद्रांक विक्रीबाबतची नोंद बही अनु. क्रमांक _____

AEGIS LOGISTICS LIMITED

1202, Tower - B,

Peninsula Business Park,

G. K. Marg, Lower Parel (W),

Mumbai - 400 013.



23 OCT 2018

23 OCT 2018

मुद्रांक विकत घेणा-याची सही _____ दिनांक _____
परवानाधारक मुद्रांक विक्रित्याची सही

परवाना क्रमांक : ८०००००३

मुद्रांक विक्रीचे नाव/पत्ता : श्री. अशोक रघुनाथ कदम

२९०, राहिल भगत सिंह रोड, २/२५, आनंद भुवन, फोर्ट, मुंबई - ४००००१.

शासकीय कार्यालयासमोर / न्यायालयासमोर प्रतिज्ञापत्र सादर करणेसाठी मुद्रांक
कमवपत्राची आवश्यकता नाही. (शासन आदेश दि. ०१/०९/२००४)

जब कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी
केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

गारंटी को / BANK GTEE NO.2910IGPER 009819
दिनांक / DATE: 20 MAR 2019



We, **Bank of Baroda**, Corporate Financial Services Branch, 10/12, Mumbai Samachar Marg, Fort, Mumbai-400001 (hereinafter referred to as "Bank") at the request of the Company do hereby undertake to pay to the Gujarat Pollution Control Board an amount not exceeding Rs.1,00,000/- (Rupees One Lakh only) against failure by the Company towards non-compliance conditions in the aforesaid letter.

We, **Bank of Baroda**, Corporate Financial Services Branch, 10/12, Mumbai Samachar Marg, Fort, Mumbai-400001 undertake to pay to the GPCB the amount due and payable under this Guarantee without any demur merely on demand from MPCB stating that the amount claimed is due to non-compliance of the conditions mentioned in the aforesaid letter. Any such demand made on the bank shall be conclusive as regard to the amount due and payable by the Bank under the guarantee. However, our liability under this Guarantee shall be restricted to any amount not exceeding **Rs.1,00,000/- (Rupees One Lakh only)**.

We, **Bank of Baroda**, Corporate Financial Services Branch, 10/12, Mumbai Samachar Marg, Fort, Mumbai-400001 undertake to pay to GPCB any money so demanded notwithstanding any dispute or disputes raised by the Company in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under these presents being absolute and unequivocal. The payment made so by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Company shall have no claim against us for making such payment.

This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Company.

We, **Bank of Baroda**, Corporate Financial Services Branch, 10/12, Mumbai Samachar Marg, Fort, Mumbai-400001 further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for compliance of notice / letter have been fully paid and it has claimed satisfied or discharge or till Government / Board certifies that the terms and conditions of the Direction / Notice / Letter/ any provisions of relevant law have been fully and properly carried out and complied by the Company / Unit and accordingly discharge this guarantee is made on us in writing **on or before 31st March, 2020**, We shall be discharged from liabilities under this guarantee thereafter.

We, **Bank of Baroda**, Corporate Financial Services Branch, 10/12, Mumbai Samachar Marg, Fort, Mumbai-400001 further agree with the Board that the Board shall have the fullest liberty without out consent and without affecting in any manner our obligations hereunder to vary any of the terms and condition of the said Direction / Notice / Letter, etc. or to extend time of compliance by the said Company / Unit from time to time or to postpone for any time of from time to time any of the powers exercisable by the Board against the said Direction / Notice / Letter, etc. and to forbear or enforce any of the terms and conditions relating to said direction / notice / letter,



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गारंटी की / BANK GTEE NO.2910IGPER 009819
दिनांक / DATE: 20 MAR 2019



etc. and we shall not be relieved from our liability by reason of any such variation on extension being granted to the said Company / Unit of for any of such matter or thing whatsoever, which under the law relating to sureties would but for this provisions have effect of no relieving us.

It is also hereby agreed that the Court in Greater Mumbai shall have exclusive jurisdiction in respect of claim, if any, under this Guarantee.

We, **Bank of Baroda**, Corporate Financial Services Branch, 10/12, Mumbai Samachar Marg, Fort, Mumbai-400001 lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the GPCB in writing.

Notwithstanding anything contained hereinabove

1. Our liability under this Guarantee is restricted to **Rs.1,00,000/- (Rupees One Lakhs only)**.
2. This Guarantee is **valid until 31st March, 2020 including Claim Period**.
3. Any claims under this Guarantee must be received at our counters at Mumbai by **31st March, 2020** and if no such claim has been received by us by that date all your rights under this Guarantee will cease.



बैंक ऑफ बड़ौदा
BANK OF BARODA
कॉर्पोरेट वित्तीय सेवाएँ शाखा, मुंबई
Corporate Financial Services, Br. Mumbai
10/12, मुंबई समाचार मार्ग,
10/12, Mumbai Samachar Marg,
चौथा माला, मुंबई - 400 023
4th Floor, Fort, Mumbai - 400 023.

BANK OF BARODA
बैंक ऑफ बड़ौदा के लिए
FOR BANK OF BARODA
नियत ऑटोर्नी
CONSTITUTED ATTORNEY



महाराष्ट्र MAHARASHTRA

● 2018 ●

AL 248703

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८०००००३
12 OCT 2018
सक्षम अधिकारी

गारंटी की / BANK GTEE NO.2910IGPER 009919
दिनांक / DATE: 20 MAR 2019



To

Chairman,
Gujarat Pollution Control Board
Paryavaran Bhavan,
Sector-10A,
Gandhinagar (Gujarat)-382010

श्री. प्र. ना. चिखवरे

BANK GUARANTEE

In consideration of letter/direction dt March 14, 2019 vide **Ref. No.ENV-10-2019-11-E (Tcell) (hereinafter referred as "the letter")** from Government of Gujrat - Forests and Environment dept to Gujarat Pollution Control Board, (hereinafter called GPCB), pursuant directions thereof of GPCB, Aegis Logistics Ltd., **Plot No. no 6** Taluka: Gandhidham Dist: Kutch (hereinafter called "the Company"), has agreed to lodge a Bank Guarantee for **Rs.1,00,000/- (Rupees One Lakh only)** towards Compliance of conditions set out in the above referred letter.



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जोडपत्र-१ Annexure - 1

फक्त प्रतिज्ञापत्रासाठी Only for Affidavit

मुद्रांक विकत घेणा-याचे नाव

AEGIS LOGISTICS LIMITED

मुद्रांक विकत घेणा-याचे रहिवासी पत्ता

1202, Tower - B,
Peninsula Business Park,

मुद्रांक विक्रीबाबतची नोंद वही अनु. क्रमांक

G. K. Marg, Lower Parel (W),
Mumbai - 400 013.

23 OCT 2018

मुद्रांक विकत घेणा-याची सही : परवानाधारक मुद्रांक विक्रीत्याची सही

परवाना क्रमांक : ८०००००३

मुद्रांक विक्रीचे नाव/पत्ता : श्री. अशोक रघुनाथ कदम

२९०, राहुद भगत सिंह रोड, २/१५, आनंद बुधन, फोर्ट, मुंबई - ४०० ००१.

शासकीय कार्यालयासमोर / न्यायालयासमोर प्रतिज्ञापत्र सादर करणेसाठी मुद्रांक
कमपत्तची आवश्यकता नाही. (शासन आदेश दि. ०१/०९/२००४ मुंबई)असा कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी स्वयं कारणासाठी मुद्रांक खरेदी
केल्यासून ६ महिन्यात वापरणे बंधनकारक आहे.

23 OCT 2018

गारंटी की / BANK GTEE NO.2910IGPER 009919
दिनांक / DATE: **20 MAR 2019**

We, **Bank of Baroda**, Corporate Financial Services Branch, 10/12, Mumbai Samachar Marg, Fort, Mumbai-400001 (hereinafter referred to as "Bank") at the request of the Company do hereby undertake to pay to the Gujarat Pollution Control Board an amount not exceeding **Rs.1,00,000/- (Rupees One Lakh only)** against failure by the Company towards non-compliance conditions in the aforesaid letter.

We, **Bank of Baroda**, Corporate Financial Services Branch, 10/12, Mumbai Samachar Marg, Fort, Mumbai-400001 undertake to pay to the GPCB the amount due and payable under this Guarantee without any demur merely on demand from MPCB stating that the amount claimed is due to non-compliance of the conditions mentioned in the aforesaid letter. Any such demand made on the bank shall be conclusive as regard to the amount due and payable by the Bank under the guarantee. However, our liability under this Guarantee shall be restricted to any amount not exceeding **Rs.1,00,000/- (Rupees One Lakh only)**.

We, **Bank of Baroda**, Corporate Financial Services Branch, 10/12, Mumbai Samachar Marg, Fort, Mumbai-400001 undertake to pay to GPCB any money so demanded notwithstanding any dispute or disputes raised by the Company in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under these presents being absolute and unequivocal. The payment made so by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Company shall have no claim against us for making such payment.

This Guarantee will not be discharged due to the change in the Constitution of the Bank or the Company.

We, **Bank of Baroda**, Corporate Financial Services Branch, 10/12, Mumbai Samachar Marg, Fort, Mumbai-400001 further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for compliance of notice / letter have been fully paid and it has claimed satisfied or discharge or till Government / Board certifies that the terms and conditions of the Direction / Notice / Letter/ any provisions of relevant law have been fully and properly carried out and complied by the Company / Unit and accordingly discharge this guarantee is made on us in writing **on or before 31st March, 2020**, We shall be discharged from liabilities under this guarantee thereafter.

We, **Bank of Baroda**, Corporate Financial Services Branch, 10/12, Mumbai Samachar Marg, Fort, Mumbai-400001 further agree with the Board that the Board shall have the fullest liberty without out consent and without affecting in any manner our obligations hereunder to vary any of the terms and condition of the said Direction / Notice / Letter, etc. or to extend time of compliance by the said Company / Unit from time to time or to postpone for any time of from time to time any of the powers exercisable by the Board against the said Direction / Notice / Letter, etc. and to forbear or enforce any of the terms and conditions relating to said direction / notice / letter,



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गारंटी की / BANK GTEE NO.2910IGPER 009919

दिनांक / DATE:

20 MAR 2019

etc. and we shall not be relieved from our liability by reason of any such variation on extension being granted to the said Company / Unit of for any of such matter or thing whatsoever, which under the law relating to sureties would but for this provisions have effect of no relieving us.

It is also hereby agreed that the Court in Greater Mumbai shall have exclusive jurisdiction in respect of claim, if any, under this Guarantee.

We, **Bank of Baroda**, Corporate Financial Services Branch, 10/12, Mumbai Samachar Marg, Fort, Mumbai-400001 lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the GPCB in writing.

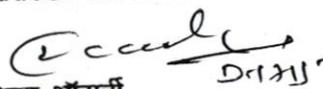
Notwithstanding anything contained hereinabove

1. Our liability under this Guarantee is restricted to **Rs.1,00,000/- (Rupees One Lakhs only)**.
2. This Guarantee is **valid until 31st March, 2020 including Claim Period**.
3. Any claims under this Guarantee must be received at our counters at Mumbai by **31st March, 2020** and if no such claim has been received by us by that date all your rights under this Guarantee will cease.



बैंक ऑफ बड़ौदा
BANK OF BARODA
कॉर्पोरेट वित्तीय सेवाएं शाखा, मुंबई
Corporate Financial Services, Br. Mumbai
10/12, मुंबई समाचार मार्ग,
10/12, Mumbai Samachar Marg,
चौथा मंजला, मुंबई - ४०० ०२३
4th Floor, Fort, Mumbai - 400 023.

बैंक ऑफ बड़ौदा के लिए BANK OF BARODA
FOR BANK OF BARODA


नियत आदानी
CONSTITUTED ATTORNEY

THE GANDHIDHAM MER.
CO-OP BANK LTD.
PLOT-12, SECTOR-9,
GANDHIDHAM 370 201
GUJ/SOSIAUTH/AV/2011/2007

भारत 03134 108902
SPECIAL ADHESIVE
गुजरात
MAR 18 2019
14:39
R.0000100/- PB6607
INDIA STAMP DUTY GUJARAT

BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT

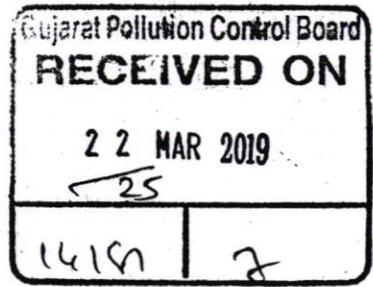
Guarantee No. UHS G-PGE 19079000

Amt. of Guarantee Rs One Lakh

Guarantee cover from Dated: 20-03-2019 To Dated: 31-03-2020

Last Date for Lodgement of claim : 31-03-2020

To
Gujarat Pollution Control Board,
Gandhinagar.



In consideration of Gujarat Pollution Control Board, Gandhinagar (hereinafter called "Beneficiary") having agreed to exempt M/s Shreeji Liquid Storage Terminals Pvt. Limited, having its Registered Office situated at Plot No. 247, Ward 12-B, Gandhidham (hereinafter called "the Obligor(s)") from the demand of Security Deposit of Rs 100000/- (Rupees One Lakh only) under the terms and conditions of Letter vide Reference No. ENV-10-2019-11 E (Tcell) dated 14TH March 2019 (hereinafter called the "said Letter") for the due fulfilment by the said Obligor of the terms and conditions contained in the said letter, on production of the Bank Guarantee for Rs 100000/- (Rupees One Lakh only), at the request of the Obligor Canara Bank, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at No.112, J C Road, Bangalore - 560002 amongst others a branch at Gandhidham hereinafter referred to as "the Bank") has agreed to give following guarantee in favour of the beneficiary for an amount not exceeding Rs 100000/- (Rupees one lakh only) against any loss or damage caused to or suffered or would be caused to or suffered by reason of any breach by the said Obligor(s) of any of the terms and conditions contained in the said letter.

- (2) We, the Bank do hereby undertake to pay the amount payable under this guarantee without any demur merely on a demand from the beneficiary stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by reason or any breach of the terms and conditions contained in the said letter or by reason of the obligator's failure to perform the said letter. Any such demand in writing made on the Bank shall be conclusive as regards the amount due and payable by the Bank under the guarantee. However, our liability

कृते केनरा बैंक / CANARA BANK

वरिष्ठ प्रबन्धक / Sr. Manager
गांधीधाम (कच्छ) शाखा
Gandhidham (Kutch) Branch



Handwritten signature and date 26/3

under this guarantee shall be restricted to an amount not exceeding Rs One Lakh.

- (3) We, the Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said letter and that it shall continue to be enforceable till all the dues of the beneficiary under or by virtue of the said letter have been fully paid and its claims satisfied or discharged or till the beneficiary certifies that the terms and conditions of the said letter have been fully discharged this guarantee. Unless a demand for claim under this guarantee is made on us in writing on or before 31-03-2020 we shall be discharged from all liabilities under this Guarantee thereafter.
- (4) We, the Bank further agree that the beneficiary shall have the fullest liberty, without consent and without effecting in any manner or obligations hereunder, to extend time of performance by the said obligator(s) from time to time or to postpone for any time any of the powers exercisable by the beneficiary against the said obligator(s) and to forbear or enforce any of the terms and conditions relating to the said letter and we shall not be relieved of our liability by reason of any extension being granted to the said obligator(s) for any forbearance, act or omission on the part of the beneficiary or any indulgence by the beneficiary to the said obligator(s) or by any such matter or thing whatsoever which under the law relating to sureties would not for this provision have effect of so relieving us.
- (5) We, the Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the beneficiary in writing.
- (6) This Bank Guarantee shall be effective only when the BG message is transmitted by the issuing Bank through SFMS to _____ Bank _____ Branch (bank of Beneficiary) and written confirmation to that effect is issued by the bank of Beneficiary
- (7) Notwithstanding anything contained herein:
- (i) Our liability under this Bank Guarantee shall not exceed Rs 100000/- (Rupees One Lakh only)
- (ii) This Bank Guarantee is valid upto 31-03-2020 and
- (iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before 31-03-2020 (mention period of the guarantee as found under clause (ii) above plus claim period)

PLACE: *Gandhidham*
DATE: *20-03-2019*



कृते केनरा बँक / CANARA BANK
वरिष्ठ प्रबन्धक / Sr. Manager
गांधीधाम (कच्छ) शाखा
Gandhidham (Kutch) Branch



KUTCH OIL AND SOAP INDUSTRY

OFFICE - Plot No.121, "Bhimani Chamber" Sector 9/C, Opp. Khodiyar Nagar, National Highway,
Gandhidham (Kutch) Tel.02836 222314, 228014 • E-mail : kutchppl@rediffmail.com

Date: 19th March, 2019
To,
The Chairman,
Gujarat Pollution Control Board,
Paryavaran Bhavan,
Sector - 10 A, Gandhinagar

G. P. C. Board
M. S. OFFICE
Inward No: 9028
Date: 25.3.19

Chairman's Office
Inward No 327
Date 25/3/19

Sub : Bank Guarantee against alleged violations of Environment Clearance and CRZ Clearances issued by the MOEF&CC, GOI on 02-02-2010 to Deendayal Port Trust(erstwhile Kandla Port Trust) for development of storage terminals at Kandla, Dist.: Kutch -reg .

Sir,

We, Kutch Oil and Soap Industry are submitting Bank Guarantee of Rs 1,00,000/- (One Lakh Only) for above mentioned subject matter for our terminal at Kandla - Kutch in favor of Gujarat Pollution Control Board. Kindly accept the same.

Thanking you.

For, Kutch Oil and Soap Industry

For Kutch Oil and Soap Industry

Partner

[Signature]
Partner

[Signature]
27/3

[Signature]
26/3

[Signature]
Kutch unit
25/3



GOVERNMENT OF GUJARAT
FORESTS & ENVIRONMENT DEPARTMENT
BLOCK NO. 14, 8TH FLOOR, SACHIVALAYA
GANDHINAGAR - 382 010.

S.M.SAIYAD, IFS
DIRECTOR (ENVIRONMENT)&
ADDITIONAL SECRETARY

Ref. No.ENV-10-2019- -11-E(Tcell)

Ph : (079) 23251062

Fax : (079) 23252156

E-mail : direnv@gujarat.gov.in

March 14, 2019

To,
Shri K.C.Mistry
Member Secretary,
Gujarat Pollution Control Board
Paryavaran Bhavan, ,
Sector-10A ,
Gandhinagar

Sub: *Bank Guarantee against alleged violations of Environment Clearance and CRZ Clearances issued by the MOEF&CC, GOI on 02-02-2010 to Deendayal Port Trust(erstwhile Kandla Port Trust) for development of storage terminals at Kandla, Dist: Kutch -reg.*

Dear Sir,

You are aware of the fact that the National Green Tribunal, Principal Bench, New Delhi has passed an order on 21-02-2019 in the Original Application No- 742 of 2018 as follows:

The issue for consideration is illegal expansion of Kandala Port and also illegal activities of Kandala Port Trust (KPT) in setting up interconnecting pipeline, in violation of Coastal Regulation Zone (CRZ) norms and no action being taken.

Accordingly, report dated 05.02.2019 has been filed acknowledging the violation and stating that an advisory has been issued by the Collector & District Magistrate (Chairman, District Level CRZ Committee) to the Chairman of KPT to stop the usage of pipeline without obtaining CRZ Clearance. The situation is being monitored.

It is clear from the report that even though illegality has been found, the regulatory authority has failed to perform its duty to take appropriate further action, including recovery of compensation for the damage caused by the said illegal activities. As laid down by this Tribunal repeatedly, the Regulatory Authorities are not only required to prohibit illegal polluting activities but they are also required to recover compensation for the damage caused, apart from prosecution or other steps so as to render polluting activities to be unprofitable. Failure to do so may call for action against the regulatory authorities themselves. In view of above, we expect the GCZMA to furnish a further report in the matter. Let such report be now furnished within one month by e-mail at ngt.filing@gmail.com. List for consideration of the report on 07.05.2019" A copy of advisor letter issued by the District Level Committee and order dated 21-02-2019 passed by the Hon'ble National Green Tribunal are enclosed

In this regard, you are hereby directed to obtain Bank Guarantee of Rs 12,00,00 Lakhs from the following storage Terminals against the alleged violations.

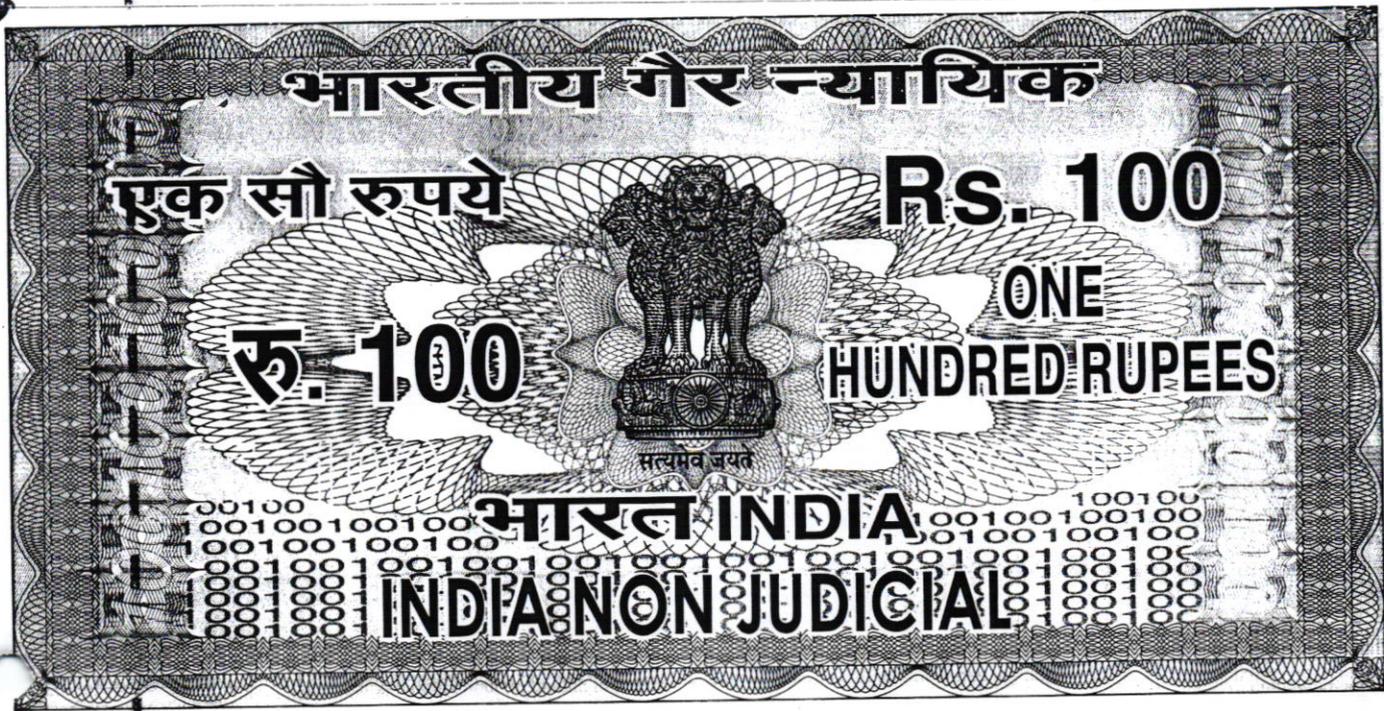
1. M/s. Aegis Logistic Limited, Plot no 3' Taluka: Gandhidham Dist: Kutch
2. M/s.Aegis Logistic Limited, Plot no' 4' Taluka: Gandhidham Dist: Kutch
3. M/s. Aegis Logistic Limited, Plot no 5' Taluka: Gandhidham Dist: Kutch
4. M/s.Aegis Logistic Limited, Plot no' 6' Taluka: Gandhidham Dist: Kutch
5. M/s. Shreeji Liquid Storage Pvt Ltd' PIot no'7' Kandla' Taluka: Gandhidham Dist: Kutch
6. M/s. Friends Bulk Handlers Ltd' PIot No' 10' Kandla Taluka: Gandhidham Dist: Kutch.
7. M/s.Gokul Agro Resources Ltd, Plot no 13' Kandla Taluka: Gandhidham Dist: Kutch'
8. M/s. Kutch Oil and Soap Industry' Plot no:1'4' Kandla Taluka: Gandhidham Dist: Kutch.
9. M/s. Seabridge Terminals Pvt'Ltd' PIot no'15' Kandla Taluka: Gandhidham Dist: Kutch.
10. M/s. Emperius Infralogistics Pvt'Ltd' Plot no' 17' Kandla Taluka: Gandhidham Dist:Kutch
11. M/s. Sunshine Liquid Storage Pvt'Ltd' PIot no'18' Kandla Taluka: Gandhidham
- 12.M/s.Ambaji Import Pvt'Ltd, Plot no'19' Kandla Taluka: Gandhidham Dist: Kutch

The above bank guarantee may be forfeited if no clearance is obtained. If MOEFCC Clarify that the pipelines are included the alleged pipelines, same may be returned.

Thanking You,

Yours sincerely,

(S.M.Saiyad)



गुजरात गुजरात GUJARAT

BP 984758

Serial No. 9863 Date 18 MAR 2019

Name of Purchaser... Kutch Oil and Soap Industry

Through... Sapem

Address ... Gandhinagar

Value of Stamp Paper Rs. 100/-

Signature of Purchaser [Signature]

[Signature]
Manilal K. Shah

Stamp Vendor Lic. No 12/89
Gandhidham.

The Chairman,
Gujarat Pollution Control Board,
Paryavaran Bhavan,
Sector-10A, Gandhinagar.

We Canara Bank, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at No. 112, J C Road, Bangalore - 560002 and a Branch at Gandhidham (hereinafter called the "Bank" which expression shall include its successors and assigns so as to bind ourselves our successors and assigns) do hereby undertake to pay the Chairman, Gujarat Pollution Control Board, Paryavaran Bhavan, Sector 10A, Gandhinagar, forthwith on demand without protest or demur and without proof of condition the sum



कृते बैंक के अध्यक्ष के नाम पर
वरिष्ठ प्रबन्धक / Sr. Manager
गांधीधाम (कच्छ) शाखा
Gandhidham (Kutch) Branch

of Rs. **1,00,000/- (Rupees One Lakh Only)** payable by **Kutch Oil and Soap Industry** (hereinafter called the "The Terminal") to the "The Chairman, Gujarat Pollution Control Board," PROVIDED ALWAYS that our liabilities hereunder shall on no account exceed Rs. **1,00,000/- (Rupees One Lakh Only)**

This Guarantee is issued subject to the condition that the liability of the Bank under this Guarantee is limited to a maximum of Rs. **1,00,000/- (Rupees One Lakh Only)** and the Guarantee shall remain in full force up to **31/03/2020** and cannot be invoked otherwise than by a written demand or claim under this guarantee served on the Bank on or before **31/03/2020** for claims arising out of undernoted alleged violations of Coastal Regulation Zone (CRZ) Norms by **Kutch Oil and Soap Industry** to The Chairman, , Gujarat Pollution Control Board.

- 1) Vide Letter Ref. No. ENV-10-2019—11-E(Tcell) dated 14th March, 2019, the Director (Environment & Additional Secretary had instructed to the Chairman, Gujarat Pollution Control Board, Paryavaran Bhavan, Sector – 10A, Gandhinagar to obtain Bank Guarantee of Rs. 1,00,000/- from **Kutch Oil and Soap Industry** against the alleged violations.
- 2) The said Bank Guarantee to be obtained till the Report of GCZMA on the violations of Coastal Regulation Zone (CRZ) norms by Kandla Port Trust in setting up interconnecting pipeline is presented within one month from the date March 14, 2019.
- 3) The Bank Guarantee may be forfeited if no clearance is obtained from GCZMA. If MOEFCC clarifies that the Pipelines are included in the alleged pipelines, the Bank Guarantee stands withdrawn.

We Canara Bank, Gandhidham, do hereby, bond ourselves to pay to the Chairman, Gujarat Pollution Control Board, the sum of Rs. **1,00,000/- (Rupees One Lakh Only)** subject to the condition written herein above Notwithstanding anything herein contained our liability under this guarantee is restricted to an amount of Rs. **1,00,000/- (Rupees One Lakh Only)** This Guarantee shall remain in full force only up to 31/03/2020 after which date the bank shall discharge from all liabilities under this guarantee.

"Not withstanding anything contained hereinabove:

- (a) Our liability under this Bank Guarantee shall not exceed Rs. **1, 00,000/- (Rupees One Lakh Only)**
- (b) This Bank Guarantee shall be valid up to **31/03/2020**, and claim period of Nil month i.e. up to **31/03/2020**.
- (c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or



कृते केनरा बँक / CANARA BANK

वरिष्ठ प्रबन्धक / Sr. Manager
गंधीधाम (कच्छ) शाखा
Gandhidham (Kutch) Branch

before 31/03/2020 where after it ceases to be to be in effect in all respects whether or not the original bank guarantees is returned to us.

- (d) Unless a claim or demand is made on us in writing and received by us on or before 31/03/2020 otherwise all your rights under this guarantee shall stand extinguished and we shall be relieved and discharged of all liabilities hereunder.

For Canara Bank,

कृते केनरा बैंक / CANARA BANK

Authorized Signatory

वरिष्ठ प्रबन्धक / Sr. Manager

गांधीधाम (कच्छ) शाखा

Gandhidham (Kutch) Branch

Date the 18th day of March, 2019

For Canara Bank,



Date the 18th day of March, 2019

COVERING LETTER FOR BANK GUARANTEE

ORIGINAL TO BE
ANNEXED TO THE
BANK GUARANTEE

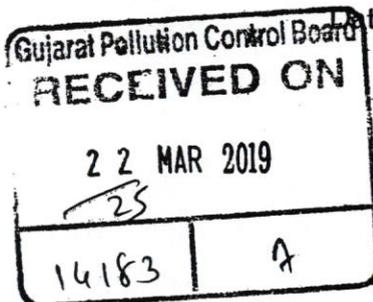
Branch: Gandhidham
D No 168, DBZ South,
Near Zanda Chowk
Gandhidham -370201, Gujarat

Ph : 02836-238668
E-mail : gandhidham@ktkbank.com
Website : www.karnatakabank.com
CIN : L85110KA1924PLC001128

KBL:GANDHIDHAM:281:BG:143/2018-19

Date: 19.03.2019

Beneficiary Name & Address
Gujarat Pollution Control Board,
Paryavaran Bhavan, Sector 10-A
Gandhinagar (Gujarat) - 382010



This Covering letter is issued to be annexed to the letter of Guarantee No. 19281BG000005 Dated 19.03.2019 for amount of Rs. 1,00,000/- (Rupees One Lakhs Only) valid till 18.03.2022 issued by this office under Joint Signature of:

1. Mr. Raveesh R
Designation: Branch Manager
P.A. No. 4145
2. Mr. Shivaraj U
Designation: Asst. Branch Manager
P. A. No. 5123

Confirmation of this guarantee if the same is desired, should be obtained from Head Office named below.

Address of the Head Office

The General Manager
The Karnataka Bank
Head Office
Large Corporate Department
Post Box No. 599, Mahaveera Circle
Kankanady, Mangaluru-575002
Dakshina Kannada Dist., Karnataka

FOR KARNATAKA BANK LTD

For, Karnataka Bank Ltd.

[Signature]
Branch Manager
Gandhidham (281), Gujarat

[Signature]
28/3

BG NO	19281BG000005
Issue Date	19.03.2019
Amount	Rs. 1,00,000/-
Expiry Date	18.03.2022



Regd office at "Akshat House", Plot No 220, Sector I-A, First Floor, Gandhidham, Kachchh-370201, Gujarat State.(herewith called "the said contractor(s)" for the works at Kandla, time for the due compliance or consent condition / direction for violation of Air Act, 1981 / Water Act, 1974 / hazardous and other waste (management and transboundary movement) Rules 2016 as suggested / stipulated vide letter bearing No. ENV-10-2019-11-E(Tcell) Dated 14/03/2019 and as required under provisions of Air (Previsions & controls of pollution) act 1981 on production of Bank Guarantee for Rs. 1,00,000/- (Rupees One Lakhs Only) as a security/Guarantee from the contractor(s) for compliance of his obligation in accordance with the terms and conditions in the said agreement..

2. We, Karnataka Bank, Gandhidham Branch, D. No 168, Near Zanda Chowk,DBZ South, Gandhidham-370201, having the central office at Kankanady, Mangaluru. and amongst other places (hereinafter to as the Bank) at the request of said Bank Guarantee against alleged violation of environment clearance and works at Kandla, do hereby undertake to pay to the board an amount not exceeding Rs. 1,00,000/- (Rupees One Lakhs Only) against any non-compliance of consent conditions / directions of damage etc caused to environment by reason of any branch of provisions of said Acts, notices, letter, instructions etc by the said company/unit/local body.
3. We, Karnataka Bank, Gandhidham Branch, D. No 168, Near Zanda Chowk,DBZ South, Gandhidham-370201 do hereby undertake to pay the amount due & payable under t his guarantee without any demur on a demand from the board amount claimed is due for the reason of non - fulfilment of undertaking non - compliance of consent directions / notice / letter / instructions issued by the board violation of provisions of any of the provisions of the law mentioned hereinabove, any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee shall be restricted to an amount not exceeding Rs. 1,00,000/- (Rupees One Lakhs Only) .
4. We under take to pay to the board money on demand notwithstanding any dispute or disputes raised by the said company/ unit in any suit or proceedings pending before any court or Tribunal or Board against the Board relating thereto. Our liability under this present being absolute and irrequivocal
5. The payment so made by us under this agreement shall be valid discharge of our liability and company / unit shall have no claims against us in making such payment.

For, Karnataka Bank Ltd.

Asst. Branch Manager
Gandhidham (281), Gujarat

For, Karnataka Bank Ltd.

Branch Manager
Gandhidham (281), Gujarat

190319



BG NO	19281BG000005
Issue Date	19.03.2019
Amount	Rs. 1,00,000/-
Expiry Date	18.03.2022



Notwithstanding any thing contained herein above.

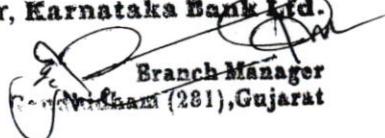
1. Our liability under this guarantee shall not exceed Rs. 1,00,000/- (Rupees One Lakhs Only).
2. This bank guarantee shall be valid upto 18.03.2022, and
3. We are liable to pay the guarantee amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on 18.03.2022.

"This Bank Guarantee shall be operative only on Karnataka Bank Ltd sending a separate advice to State Bank of India, CAG Branch, Ahmedabad. IFSC Code: SBIN0004152 through Structured Financing Messaging System (SFMS). The letter of advice of SFMS issued by the Advising bank shall form a part of this Guarantee"

Dated 19th day of March 2019

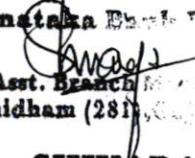
190319

For, Karnataka Bank Ltd.


Branch Manager
Gandhidham (281), Gujarat

RAVEESH R
Branch Manager
St. No. 8668, P.A No. 4145

For, Karnataka Bank Ltd.


Asst. Branch Manager
Gandhidham (281), Gujarat

SHIVARAJ U
Asstt. Branch Manager
St. No. 10851, P.A No. 5123



ALLAHABAD BANK
(A Government of India Undertaking)

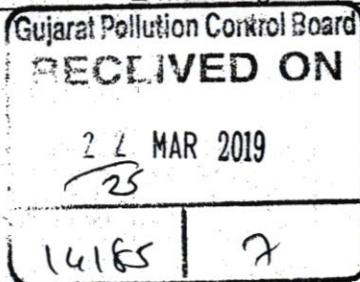


GANDHIDHAM BRANCH (0212373)
194, SIA COMPLEX, D.B.Z SOUTH,
OPP SHIVAJI PUBLIC GARDEN
GANDHIDHAM - 370240
Gujarat
☎ 02836-237417

Website: www.allahabadbank.com

E-mail: br.gandhidham@allahabadbank.in

Ref- GHDM/BG/684



Dated 19/03/2019

To,
"Gujarat Pollution Control Board",
Paryavaran Bhavan, Sector 10-A
Gandhinagar (Gujarat) - 382010

Dear Sir,

Issurance of BG No. 0237319IFG015981 issue date 19.03.2019
favouring yourselves executed by us for Rs.1,00,000.00 on
account of **M/s. Ambaji Import Private Limited.**

The above Bank Guarantee has been issued by us subject to the following conditions-

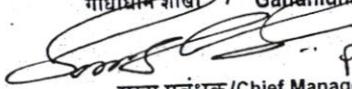
1. Our liability under this Bank Guarantee shall not exceed **Rs.1,00,000.00 (Rupees One Lakh Only)**. This Guarantee shall be **valid up to 18.03.2022** unless a claim or demand in writing is presented to us before the date of expiry of claim period of this guarantee i.e. **18.03.2022** all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all liabilities there under.
2. The Guarantee is to be returned to us within 15 days from the date of it ceases to enforced, if the guarantee is not received back by us within that date it shall be deemed to be automatically cancelled.
3. The beneficiaries of this guarantee should in their own interest, verify the genuineness of the guarantee by directly writing to Branch. The address of Branch is furnished hereunder:

Allahabad Bank,
Gandhidham Branch,
Sia Complex, 194,
DBZ South, Opp. Shivaji Garden,
Gandhidham, Kutch
PIN-370201

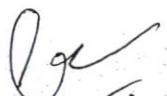
All other terms and conditions of the guarantee shall remain unchanged. Please keep this letter attached to the Bank Guarantee.

Authorised Signatory

कृते इलाहाबाद बैंक / For ALLAHABAD BANK
गंधीधम शाखा / Gandhidham Branch


मुख्य प्रबंधक/Chief Manager PF 25307




26/3



गुजरात गुजरात GUJARAT

Serial No.: 1289 Dated: 18/03/2019
 Name Of Purchaser: Ambaji Import PVT LTD
 Address: Gandhidham
 Through: Sanjay
 Value Of Stamp Paper: 1000
 Signature Of Purchaser: [Signature]

BU 974485

B. H. Dadlani
B. H. DADLANI
 Stamp Vendor Gandhidham
 Lic. No. 52/18, Code - 52

ANNEXURE - III
 CONTRACT PERFORMANCE SECURITY
 UNCONDITIONAL
 (TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

REF.- 0237319IFG015981

Bank Guarantee No.: 0237319IFG015981

Date: 19/03/2019

To,
"Gujarat Pollution Control Board",
 Paryavaran Bhavan, Sector 10-A
 Gandhinagar (Gujarat) - 382010

Page 1 of 3

कृते इलाहाबाद बैंक / For ALLAHABAD BANK
 गांधीधाम शाखा / Gandhidham Branch

[Signature] PF 28307
 मुख्य प्रबंधक/Chief Manager

PA 47036

In consideration of the Chairman, Gujarat Pollution Control Board, Paryavaran Bhavan, Section 10-A, Gandhinagar - 382010, (hereinafter called "The Board") having offered to accept the terms and conditions of the proposed agreement between the Board and **M/s. Ambaji Import Private Limited, Plot No. 19, Nr IOCL (LPG Plant), Kandla, Gandhidham (Kutch) - 370201 (Kutch)** (hereinafter called "the said contractor(s)") for the works at Kandla, time for the due compliance or consent condition / direction for violation of Air Act, 1981 / Water Act, 1974 / hazardous and other waste (management and transboundary movement) Rules 2016 as suggested / stipulated vide letter bearing No. ENV-10-2019-11-E(Tcell) Dated 14/03/2019 and as required under provisions of Air (Previsions & controls of pollution) act 1981 (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for **Rs.1,00,000.00 (Rupees One Lakh Only)** as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, Allahabad Bank, Gandhidham Branch, Sia Complex, 194, DBZ South, Opp. Shivaji Garden, Gandhidham having Head Office at Allahabad Bank, 2 Netaji Subhash Road, Kolkata (hereinafter referred to as the "Bank") hereby undertake to pay to the Board an amount not exceeding **Rs.1,00,000.00 (Rupees One Lakh Only)** on demand by the Board in writing.

2. We, Allahabad Bank, Gandhidham Branch, Sia Complex, 194, DBZ South, Opp. Shivaji Garden, Gandhidham having Head Office at Allahabad Bank, 2 Netaji Subhash Road, Kolkata, do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Board stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding **Rs.1,00,000.00 (Rupees One Lakh Only)**.

3. We, the said Bank, further undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment hereunder, and the contractor(s) shall have no claim against us for making such payment.

4. We, Allahabad Bank, Gandhidham Branch, Sia Complex, 194, DBZ South, Opp. Shivaji Garden, Gandhidham having Head Office at Allahabad Bank, 2 Netaji Subhash Road, Kolkata, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Board under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Engineer-in-charge, on behalf of the Board, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee.

5. We, Allahabad Bank, Gandhidham Branch, Sia Complex, 194, DBZ South, Opp. Shivaji Garden, Gandhidham having Head Office at Allahabad Bank, 2 Netaji Subhash Road, Kolkata, further agree with the Board, that the Board shall have the fullest liberty without our consent, and without effecting in any manner our obligations

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47036

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कृते इलाहाबाद बैंक / For ALLAHABAD BANK
गांधीधाम शाखा / Gandhidham Branch
मुख्य प्रबंधक/Chief Manager

PF 25307

hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said contractor(s), and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Board or any indulgence by the Board to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

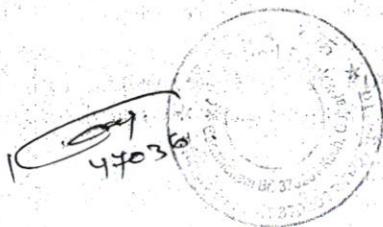
7. We, Allahabad Bank, Gandhidham Branch, Sia Complex, 194, DBZ South, Opp. Shivaji Garden, Gandhidham having Head Office at Allahabad Bank, 2 Netaji Subhash Road, Kolkata lastly undertake not to revoke this Guarantee except with the previous consent of the Board in writing.

8. This Guarantee shall be **valid up to 18.03.2022** unless extended on demand by the Board. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to **Rs.1,00,000.00 (Rupees One Lakh Only)**, and unless a claim in writing is lodged with us within six months of the date of expiry i. e. 18.03.2022 or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.

The Condition of the Obligation is:-

- 1) Our liability under this Bank Guarantee shall not exceed **Rs.1,00,000.00 (Rupees One Lakh Only)**.
- 2) This Bank Guarantee is valid upto **18.03.2022**.
- 3) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before **18.03.2022**.

Dated the 19th day of March 2019



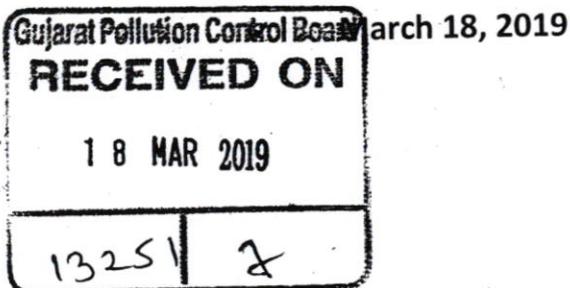
कृते इलाहाबाद बैंक / For ALLAHABAD BANK
गान्धीधाम शाखा / Gandhidham Branch
मुख्य प्रबंधक/Chief Manager PF 25307

For, Allahabad Bank
Gandhidham Branch



Ref. : GPCB/ENV/BG/2019/183

The Member Secretary
Gujarat Pollution Control Board
Paryavaran Bhavan, Sector-10A
Gandhinagar-382010



Sub: Submission of Bank Guarantee

Ref: Letter Ref. No.ENV-10-2019-11-E(Tcell) dated March 14, 2019 of Forests & Environment Department, Block No. 14, 8th Floor, Sachivalaya, Gandhinagar

Dear Sir,

With reference to the above and as per direction of Forest and Environment Department, Gandhinagar directing you to obtain Bank Guarantee from various liquid storage terminals of Deendayal Port Trust, vide their letter dated 14.03.2019.

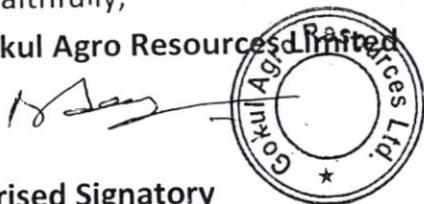
In this connection, we are pleased to submit herewith Bank Guarantee No. **4441ILG002319**, dated **16.03.2019** drawn on **Punjab National Bank** for an amount of Rs. 1,00,000/- [Rupees One Lakh only] valid till 15.03.2020 and having claim period of 12 months upto 15.03.2021.

Kindly acknowledge receipt this bank guarantee.

Thanking you,

Yours faithfully,

For Gokul Agro Resources Limited



Authorised Signatory

*DEE/AEC
paper copy
file.
18/3*

Encl: Original Bank Guarantee

- 📍 Reg. Off. : Office No. 801-805, Dwarkesh Business Hub, Survey No. 126/1, Opp. Visamo society, B/H Atishay Belleview, Motera, Ahmedabad, Gujarat - 380005
- 📞 079 67123500, 67123501, M: 99099908537, Fax: 079 67123502 CIN: L15142GJ2014PLC080010
- 📍 Plant : Survey No. 76/1, 80, 89, 91, Near Sharma Resort, Galpadar Road, Meghpar - Borichi, Tal. - Anjar 370110, Dist - Kutchh, Gujarat (India).
- 📞 02836 - 295260, 9879112574
- ✉️ garl@gokulagro.com www.gokulagro.com

ਪੰਜਾਬ ਨੈਸ਼ਨਲ ਬੈਂਕ
punjab national bank

LARGE CORPORATE BRANCH, NEELKAMAL BUILDING,
OPP: SALES INDIA ASHRAM ROAD, AHMEDABAD 380009
Tel: 079 27540755 FAX: 27540004
E-MAIL : bo4441@pnb.co

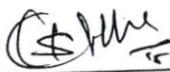
Date: 16.03.2019

To,
The Chairman,
Gujarat Pollution Control Board,
Sector 10A,
Paryavaran Bhavan,
Gandhinagar
Gujarat

Dear Sir,
Please find enclosed our Letter of Guarantee No. **4441ILG002319 Dated 16.03.2019** for an amount of **Rs. 1,00,000/-** (Rupees One Lac Only) valid till 15.03.2020 and having claim period of 12 month up to 15.03.2021 at the request of M/s Gokul Agro Resources Ltd, by this office under the joint signatures of (1) Mrs. Sajiya Mansuri, Designation: Dy. Manager and (2) Mr. B. D. Bansal, Designation: Chief Manager.

The message of the said letter of guarantee has been transmitted through SFMS gateway to your bank (IFSC SBIN0009882). It is advised that in your own interest, you may verify the genuineness of above letter of guarantee from your bank/ branch. Also, the genuineness of guarantee be got verified from our Controlling Office, which is Circle Office, 6th Floor, Gujarat Bhawan, Ashram Road, Ahmedabad, Phone No. 079-26582556 Email ID: coahmcredit@pnb.co.in to whom a copy of this letter is being endorsed.

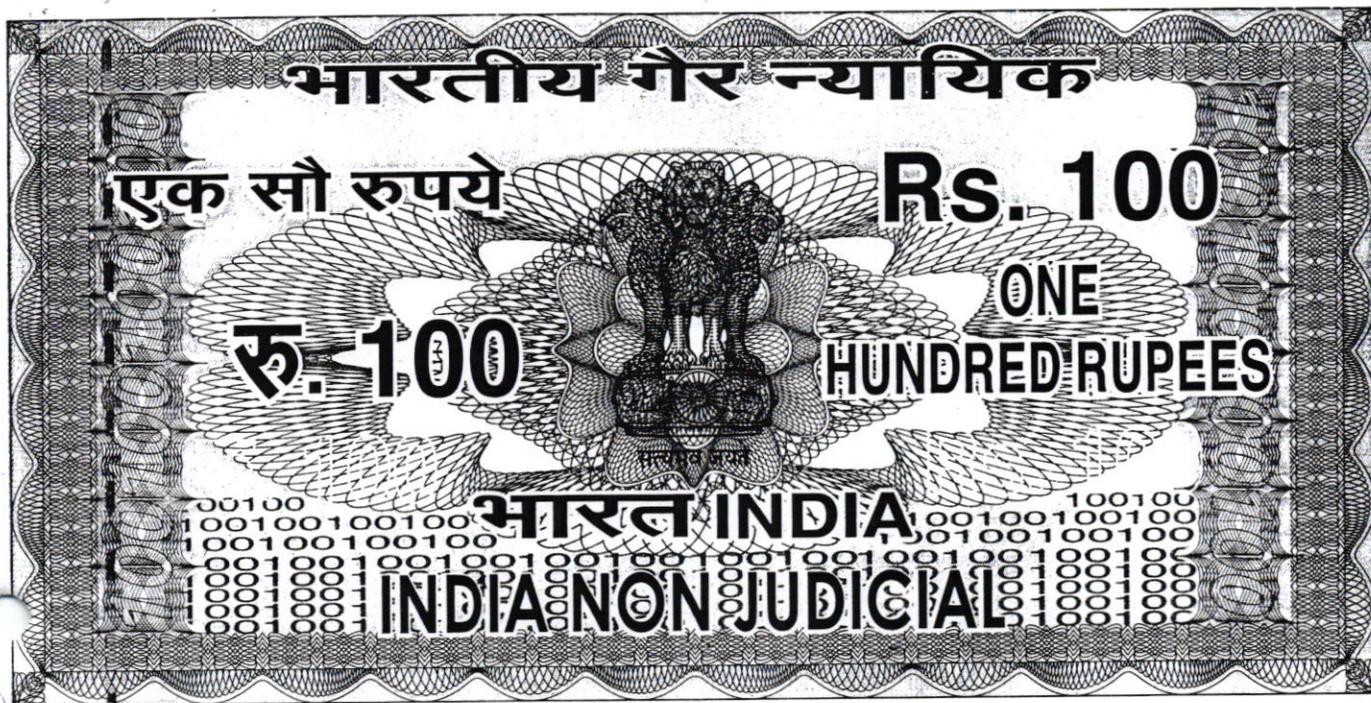
Yours faithfully,

Signature 
Name: Sarang Chobhe
Designation: Sr. Manager



CC: The Circle Head, Circle Office, 6th Floor, Gujarat Bhawan, Ashram Road, Ahmedabad (address) along with a copy of the above said guarantee issued by us for your information and record.

Sr. Manager



गुजरात गुजरात GUJARAT

BR 720336

नंबर : १४१४०१ ₹ १००/-

तारीख : ०५ / ०३ / २०१९

नाम : GOKUL AGRO RESOURCES LTD.

ठेकाणु : Office No.: 801 to 805, Dwarkesh Business Hub

Opp. Visamo Society, Motera, Ahmedabad - 380005.

डे.आर.पाटडीया

ला.नं. असे.बी. २४६, २४७/१९९६

अमदावाढ नारणपुराना सण्ढी

लेनारनी सडी.....

(Handwritten signature)

THIS FORMS AN INTERGRAL PART OF BANK GUARANTEE NO: 444124002319
DATE: 16/03/2019 ISSUED FOR 1,00,000/- IN FAVOUR OF GUJARAT POLLUTION
CONTROL BOARD.



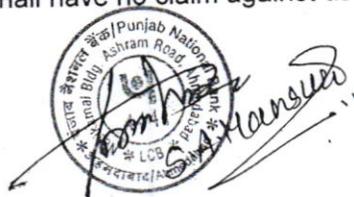
BG No. 4441 DLG 002319

DT: 16/03/2019

**The Chairman,
Gujarat Pollution Control Board,
Sector 10A,
Paryavaran Bhavan,
Gandhinagar.**

In consideration of Chairman of Gujarat Pollution Control Board, (hereinafter referred to as 'the Board') demanding Bank Guarantee against violations of Environment Clearance and CRZ Clearances issued by the MOEF&CC, GOI on 02-02-2010 to deedayal Port Trust (erstwhile Kandla Port Trust) for development of storage terminals at Kandla, Dist : Kutch from M/s Gokul Agro Resources Limited, for their Terminal located at Plot no 13, Taluka : Kandla, Dist. Kutch, of the Gujarat State, (hereinafter referred to as ('Company / Unit') vide letter ref no ENV-10-2019-11-E(Tcell) dated 14.03.2019 by the Forests & Environment Department., Gandhinagar and the Company will maintain norms as specified by the Board.

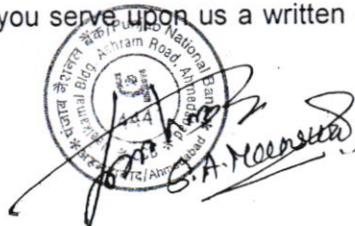
- (1) We, the Punjab National Bank, Large Corporate Branch, Ahmedabad (hereinafter referred to as 'the Bank'), at the request of M/s Gokul Agro Resources Limited, do hereby undertake to pay to the Board of amount not exceeding Rs. 1,00,000/- (Rupees One Lac Only) against any non-compliance of amount, conditions / directions of damage etc. caused to the environment by reason of any breach of provisions of the said Act, Notices, Letters, Instruments etc. by the said Company / Unit / Local Body etc.
- (2) We, the Bank, do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Board that the amount claimed is due for the reason of non fulfillments of undertaking, non-compliance of directions / notices / letters / instruments issued by the Board / violation of the provisions of any of the directions / instructions issued by the Board shall be conclusive as regards the amount due and payable by Bank under his guarantee shall be restricted to an amount not exceeding Rs. 1,00,000/-.
- (3) We undertake to pay to the Board any money on demand notwithstanding any dispute or dispute raised by the said Company / Unit in any suit or proceedings pending before any court or tribunal or Board / against the Board, the Board relating thereto, our liability under this present being absolute and irrevocable.
- (4) The payment so made by us under this agreement shall be valid with discharge of our liability and Company / Unit shall have no claim against us in making such payment.



BG No: 444/ILG 00 2319

DT: 16/03/2019

- (5) We, the Bank, further agree that guarantee herein contained in full force and effect during the period that would be taken for the performance of undertaking / notice / letters etc. and that it shall continue to be enforceable till all the dues of Government / Board under or by virtue of Self-Undertaking / Notice / Letter etc. have been fully paid and have been obtained satisfied or discharged or till Government / Board certified that the terms and conditions of the directions / undertaking / letters / any provisions of relevant law have been fully and properly carried out and complied by the said Company / Unit and accordingly discharged this guarantee unless the demand or claim under this guarantee is made on us in writing on or before the expiry of the claim period i.e. 15.03.2020. We shall be discharged from all the liabilities under this guarantee thereafter.
- (6) We, the Bank, further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the term and condition of the said undertaking/notice/letter etc. or to extend time of compliance by the said Company/Unit from time to time or to postpone for any time or time to time any of the powers exercisable by the Board against the said Company/Unit and to forbear or enforce and of the terms and conditions relating to the said undertaking/notice/letter etc. and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Company/Unit or for any forbearance action commission on the part of the board or any indulgence by the Board to the Company/Unit or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of not relieving us.
- (7) The guarantee will not be discharge due to the charge in the constitution of the Bank or the company/unit constitution of the bank or the bank or the company unit.
- (8) We, the Bank, undertake not to revoke this guarantee during its currency except with the previous consent of the board in writing.
- (9) Notwithstanding anything contained herein above.
- Our Liability under this guarantee shall not exceed Rs.1,00,000/-.(Rs One Lac only)
 - This Bank Guarantee shall be valid up to 15.03.2020.
 - We are liable to pay the guarantee amount or any part thereof under this bank guarantee only & only if you serve upon us a written claim or demand on or before 15.03.2021



BG No: AH41DLG002319

Dt: 16/03/2019

- d) All your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all the liabilities w.e.f. 15.03.2021 irrespective of whether or not original bond received by us or not.

We are sending confirmation of amendment of Bank Guarantee through SFMS on following bank details.

Sr. No.	Particulars	Details
1	Name of Beneficiary	Gujarat Pollution Control Board, Sector 10A, Paryavaran Bhavan, Gandhinagar.
2	Name of Bank	State Bank Of India Udhog Bhavan , Gandhinagar
3	IFSC Code	SBIN0009882

Date : 16.03.2019

Place : Ahmedabad

For punjab national bank
Large Corporate Branch,
Ahmedabad

G.A. Mangal
43082
Dy. Manager

For punjab national bank
Large Corporate Branch,
Ahmedabad

Chief Manager

Page 4/4

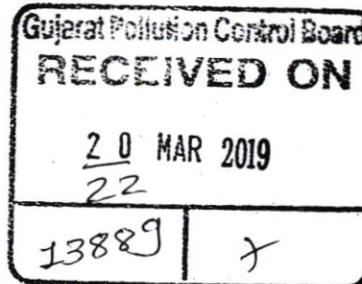


**SEABRIDGE
TERMINALS**

Seabridge Terminals Private Limited
C-8, Shakti Nagar, Post Box No. 200,
Gandhidham, Kutch,
Gujarat - 370 201. (India)
gandhidham@pmapl.com

Ref: STPL/2019/MAR/02
Date: 19th March 2019

The Member Secretary,
Gujarat Pollution Control Board,
Paryavaram Bhavan,
Sector - 10A,
Gandhinagar



133
25-3-19

Kind Attn: Smt. U. K. Upadhyay, Environmental Engineer.

Dear Madam,

Sub: Bank Guarantee against alleged violations of Environment Clearance and CRZ Clearances issued by the MOEF&CC, GOI on 02-02-2010 to Deendayal Port Trust (erstwhile Kandla Port Trust) for development of storage terminals at Kandla, Dist: Kutch-reg.

Ref: Letter No. ENV-10-2019-11-E(Tcell) dated March 14, 2019 of Director (Environment) & Additional Secretary, Forests & Environment Department, Government of Gujarat

In reference to E-Mail dated 15th March 2019 from GPCB, RO-Kutch(East) along with above referred letter from Forest & Environment Department we were informed to provide a Bank Guarantee of Rs 100,000/- each in favor of Gujarat Pollution Control Board, Gandhinagar. In this connection we hereby enclose original Bank Guarantee No. 0692619BG0000034 dated 19-3-2019 drawn by State Bank of India and valid uptill 31.03.2020.

We kindly request you to take the same on record and oblige.

Thanking you,

Yours faithfully,

For **Seabridge Terminals Pvt. Ltd.**

Authorized Signatory.

Encl: Original Bank Guarantee along with confirmation letter.

This is an Integral Part of
Bank Guarantee No. 06926 19 BG 0000034

herein contained our liability under this guarantee is restricted to an amount of Rs. **1,00,000/- (Rupees One Lakh Only)** This Guarantee shall remain in full force only up to 31/03/2020 after which date the bank shall discharge from all liabilities under this guarantee.

“notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank. Any invocation of guarantee can be made only by the beneficiary directly. “

“Not withstanding anything contained hereinabove:

- (a) Our liability under this Bank Guarantee shall not exceed Rs. **1,00,000/- (Rupees One Lakh Only)**
- (b) This Bank Guarantee shall be valid up to **31/03/2020**
- (c) The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before **31/03/2021** where after it ceases to be to be in effect in all respects whether or not the original bank guarantees is returned to us.
- (d) Unless a claim or demand is made on us in writing and received by us on or before **31/03/2021** otherwise all your rights under this guarantee shall stand extinguished and we shall be relieved and discharged of all liabilities hereunder.

For **STATE BANK OF INDIA,**
Commercial Branch, Ahmedabad

Panta

Authorized Signatory

Authorized Signatory

BARSH GAUTAM
PF No. 6669964
SS No. G-7053



For **STATE BANK OF INDIA,**
Commercial Branch, Ahmedabad

Khemrao

Authorized Signatory

KHEMRAJ MEENA
P.F. - 5140080
SS No. M - 12725

Date the 19th day of March 2019



STATE BANK OF INDIA
COMMERCIAL BRANCH,
AHMEDABAD
PARAMASIDDHI
COMPLEX, OPP V S HOSP
AHMEDABAD, GUJARAT,
INDIA

Tel No. :
Fax No. : 079-26575692/2658080
SWIFT No. : SBININBB114
PIN Code : 380006

19-03-2019

To,
THE CHAIRMAN
GUJARAT POLLUTION CONTROL BOARD, PARYAVARAN BHAVAN SECTOR 10A, GANDHINAGAR

DEAR SIR(S),

Guarantee Number : 0692619BG0000034
Date of Issue : 19-03-2019
Guarantee Amount : INR 100,000.00
Date of Expiry : 31-03-2020
Date of Claim : 31-03-2021
Applicant Name : SEABRIDGE TERMINALS PVT LTD

We confirm having Issued / Extended the captioned Bank Guarantee in your favour on behalf of our above named Constituent and the same signed by the officers of the Bank.

YOURS FAITHFULLY,

Darsh

AUTHORISED SIGNATORY - 1

DARSH GAUTAM
PF No. 6669964
SS No. G-7053



Khemraj

AUTHORISED SIGNATORY - 2

KHEMRAJ MEENA
P.F. - 5140080
SS No. M - 12725

2nd signatory required, if BG is for Rs. 50000/- and above)

The beneficiaries are advised in their own interest to verify the genuineness of the Guarantee with the BG issuing Branch and also verify that Bank Guarantee for Rs.50000/- (Rupees Fifty Thousand Only) & above is signed by two authorized officials of the Bank.

PLEASE CONTACT BRANCH FOR eTradeSBI FACILITY-INTERNET ACCESS TO TRADE FINANCE

Mar 19, 2019 4:14 PM



STATE BANK OF INDIA
BPC (SME) BRANCH
PLOT NO 335 WARD 12 B
GANDHIDHAM KUTCH

Tel No. : 02836 221850
Fax No. : 02836 232044
SWIFT No. : SBININBB622
PIN Code : 370201

16-03-2019

To,
GUJARAT POLLUTION CONTROL BOARD
PARYAVARAN BHAVAN
SECTOR 10A
GANDHINAGAR, GUJARAT

DEAR SIR(S),

Guarantee Number : 6023919BG0000005
Date of Issue : 16-03-2019
Guarantee Amount : INR 100,000.00
Date of Expiry : 15-03-2020
Date of Claim : 15-03-2020
Applicant Name : FRIENDS BULK HANDLERS LTD

We confirm having Issued / Extended the captioned Bank Guarantee in your favour on behalf of our above named Constituent and the same signed by the officers of the Bank.

YOURS FAITHFULLY,

AUTHORISED SIGNATORY - 1
आमित यादव
PF : 6669484
SS : Y 702

AUTHORISED SIGNATORY - 2
(*2nd signatory required, if BG is for Rs. 50000/- and above)
J.G. SUTHAR
SS No. 15599
PF No. 2896753

The beneficiaries are advised in their own interest to verify the genuineness of the Guarantee with the BG issuing Branch and also verify that Bank Guarantee for Rs.50000/- (Rupees Fifty Thousand Only) & above is signed by two authorized officials of the Bank.

PLEASE CONTACT BRANCH FOR eTradeSBI FACILITY-INTERNET ACCESS TO TRADE FINANCE

Mar 16, 2019 4:21 PM

18-3-19
Received
Gujarat Pollution Control Board
Regional Office
Kutch (East)



STATE BANK OF INDIA
BPC (SME) BRANCH
PLOT NO 335 WARD 12 B
GANDHIDHAM KUTCH

Tel No. : 02836 221850
Fax No. : 02836 232044
SWIFT No. : SBININBB622
PIN Code : 370201

2/8

16-03-2019

GUJARAT POLLUTION CONTROL BOARD
PARYAVARAN BHAVAN
SECTOR 10A
GANDHINAGAR. GUJARAT

Dear Sirs,

GUARANTEE NUMBER : 6023919BG0000005
AMOUNT OF GUARANTEE : INR 100,000.00
GUARANTEE COVER FROM : 16-03-2019 TO 15-03-2020
LAST DATE FOR LODGEMENT OF CLAIM : 15-03-2020

THIS DEED OF GUARANTEE IS EXECUTED BY THE STATE BANK OF INDIA, CONSTITUTED UNDER THE STATE BANK OF INDIA ACT, 1955 HAVING THE CENTRAL OFFICE AT NARIMAN POINT, MUMBAI AND AMONGST OTHER PLACES. A BRANCH AT BPC (SME) BRANCH HEREIN AFTER REFERRED TO AS 'THE BANK'. IN FAVOUR OF GUJARAT POLLUTION CONTROL BOARD (HEREIN AFTER REFERRED TO AS 'BENEFICIARY') FOR AN AMOUNT NOT EXCEEDING INR 100,000.00

AT THE REQUEST OF FRIENDS BULK HANDLERS LTD AND THE GUARANTEE SHALL REMAIN IN FULL FORCE UPTO 15-03-2020 AND CANNOT BE INVOKED OTHERWISE THAN BY WRITTEN DEMAND OR CLAIM UNDER THIS GUARANTEE SERVED ON THE BANK ON OR BEFORE THE 15-03-2020

SUBJECT TO AS AFORESAID

NOTWITHSTANDING ANYTHING CONTAINED HEREIN ABOVE, OUR LIABILITY UNDER THIS GUARANTEE IS RESTRICTED TO INR 100,000.00
OUR GUARANTEE SHALL REMAIN IN FORCE UNTIL 15-03-2020 . UNLESS A DEMAND OR CLAIM UNDER THE GUARANTEE IS MADE ON OUR BANK IN WRITING ON OR BEFORE 15-03-2020 ALL YOURS RIGHTS UNDER THE SAID GUARANTEE BE FORFEITED AND WE SHALL BE RELIEVED AND DISCHARGED FROM ALL LIABILITES THEREUNDER.

AUTHORISED SIGNATORY

अमित यादव
PF : 6669484
SS : Y 702



AUTHORISED SIGNATORY

J.G. SUTHAR

SS No. 15599
PF No. 2896753

Mar 16, 2019 4:21 PM



गुजरात गुजरात GUJARAT

Serial No.: 39385 Dated: 16/3/19

BS 827037

Name of Purchaser: State Bank of India B.P.C

Address: _____

Through: H. L. L.

Value of Stamp Paper: 100

Signature of Purchaser: _____

H.M. DADLANI
 Stamp Vendor Gandhidham
 Lic. No. 24/92 Code - 01

Part and Parcel of Bank Guarantee no.

6023919 B600000005 Executed on 16/3/2019.

BG - 6023919BG0000005

16/8

To,
Gujarat Pollution Control Board,
Paryavaran Bhavan, Sector 10-A,
Gandhinagar (Gujarat)-382010

1. In Consideration of, Gujarat Pollution Control Board, Paryavaran Bhavan, Section 10- A, Gandhinagar - 382 010. (Herein after Referred to as "The Board") having agreed to grant "Friends Bulk Handlers Limited", Maitri Bhawan, Plot No. 18, Sector-8, Gandhidham, Kutch and works at kandla, time for the due compliance or consent condition / direction for alleged violations of Environment Clearance and CRZ Clearances issued by MOEF&CC, GOI on 02/02/2010 to Deendayal Port Trust(erstwhile Kandla Port Trust) for Development of storage terminals at Kandla,Dist. Kutch vide letter bearing No.ENV-10-2019-11-E(Tcell) dated March 14,2019 of Government of Gujarat, Forests & Environment Department, Block No.14, 8th Floor, Sachivalaya, Gandhinagar-382010 addressing to Gujarat Pollution Control Board and as required by this letter A Bank Guarantee of Rs. 1,00,000/- (Rs. One Lacs Only).
2. We, State Bank of India, BPC (S.M.E.) Branch, Plot no. 335, ward 12-B, Gandhidham, Kutch, Gujarat-370201 (hereinafter to as the bank)At the request of said "Friends Bulk Handlers Limited" Maitri Bhawan, Plot No. 18, Sector-8, Gandhidham, Kutch and works at kandla, do hereby undertake to pay to the board an amount not exceeding Rs. 1,00,000/- (Rs. One Lacs only) against any non-compliance of consent conditions/ directions of damage etc. caused to environment by reason of any breach of provisions of said Acts, Notices, Letter, Instructions etc. by the said Company.
3. We, State Bank of India, BPC (S.M.E.) Branch, Plot no. 335, ward 12-B, Gandhidham, Kutch, Gujarat-370201 do here by undertake to pay the amount due & payable under this guarantee without any demur on a demand from the board amount claimed is due for the reason of non - fulfillment of undertaking, non - compliance of consent directions/ notice/ Letter/ instructions issued by the board violation of provisions of any of the provisions of the law mentioned herein above, any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee shall be restricted to an amount not exceeding Rs. 1,00,000/- (Rs. One Lacs Only).
4. We, undertake to pay to the board money on demand notwithstanding any dispute or disputes raised by the said Company/ Unit in any suit or proceedings pending before any court or Tribunal or Board against the Board relating thereto. Our Liability under this present being absolute and irrequivocal.

Page 1 of 3

अमित यादव
PF : 6669484
SS : Y 702

J.C. SUTHAR
SS No. 15599
PF No. 2896753



BG - 6023919BG0000005

7/8

5. The payment so made by us under this agreement shall be valid discharge of our liability and Company/ Unit shall have no claims against us in making such payment.
6. We, State Bank of India, BPC(S.M.E.) Branch, Plot no. 335, ward 12-B, Gandhidham, Kutch, Gujarat-370201 , further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the undertaking/ notice letter under or by virtue of said Undertaking / Notice / Letter etc. have been fully paid and it has claimed satisfied or discharge or till Government / Board certifies that the terms and conditions of the Direction / Undertaking / Notice / Letter / any provisions of relevant law have been fully and properly carried out and complied by the Company / Unit and accordingly discharge this guarantee is made on us in writing on or before GUARANTEE VALIDITY DATE We shall be discharge from liabilities under this guarantee there after.
7. We, State Bank of India, BPC(S.M.E.) Branch, Plot no. 335, ward 12-B, Gandhidham, Kutch, Gujarat-370201 , further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations here under to vary any of the term and condition of the said Undertaking / Notice / Letter etc. or to extend time of compliance by the said Company / Unit from time to time or to postpone for any time of from time to time any of the powers exercisable by the Board against the said Undertaking / Notice / Letter etc. and to forbear or enforce any of the terms and conditions relating to said undertaking / notice / letter etc. and we shall not be relieved from our liability by reason of any such variation on extension being granted to the said Company / Unit of for any of such matter or thing whatsoever, which under the law relating to sureties would but for this provisions have effect of no relieving us.
8. This Guarantee will not be discharged due to the change in the constitutions of the bank of the Company / Unit.
9. We, State Bank of India, BPC(S.M.E.) Branch, Plot no. 335, ward 12-B, Gandhidham, Kutch, Gujarat-370201 , undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

All Your rights under this guarantee shall be forfeited and we shall be released and discharged from all liabilities under this guarantee thereafter.

Page 2 of 3

अमित यादव
PF : 6669484
SS : Y 702

J.G. SUTHAR
SS No. 15599
PF No. 2896753



BG - 6023919BG0000005

8/8

"Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the bank. Any invocation of guarantee can be made only by the beneficiary directly"

Notwithstanding anything contained herein above:

Our liability under this guarantee shall not exceed Rs. 1,00,000/- (Rs. One Lach only). This bank guarantee shall be valid up to 15-03-2020 and we are liable to pay the guarantee amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before 15-3-2020.

This guarantee will be returned to us as soon as the purpose for which it is issued is fulfilled.

for, State Bank of India

1. Signature

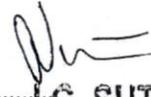


अमित यादव
PF : 6669484
SS : Y 702



for, State Bank of India

2. Signature



J.G. SUTHAR
SS No. 15599
PF No. 2896753

Place: GANDHIDHAM

Date: 16-03-2019



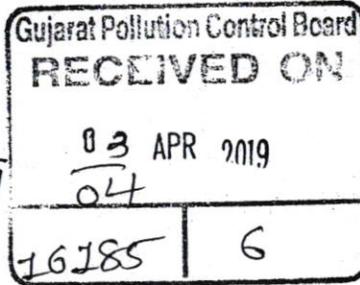
BANK GUARANTEE CONFIRMATION LETTER

Date 02-APR-2019

Form Serial No. GTEE/ **489448**

To, 19
Beneficiary name & address. 0804-19

GUJARAT POLLUTION CONTROL
BOARD AND PARYAVARAN BHAVAN
SECTOR 10-A GANDHINAGAR 382010



Branch Address
HDFC BANK LTD.
2ND FLOOR, PLOT NO. 301, WARD 12
OPP. DR. C G HIGH SCHOOL,
GANDHIDHAM-370201.
TEL:02836-239640
GST NO : 24AAACH2702H1Z6
E-MAIL : SUPPORT@HDFCBANK.COM
PH NO : 02836 239640

GUJARAT
Reference : 216GT02190920001
Issue date : 02-APR-2019
Amendment date :
Applicant : EMERIUS INFRA LOGISTICS PRIVATE LIM
Guarantee Amount : INR100,000.00
Amount in words : RUPEES ONE HUNDRED THOUSAND ONLY
Expiry date : 31-MAR-2020 0
Expiry place : GANDHIDHAM
Claim date : 31-MAR-2020

Dear sir,

Please find enclosed the captioned guarantee duly issued / amended by us.

This guarantee attached is to be returned to us within 15 days from the date it ceases to be in force or as soon as the purpose for which it has been issued is fulfilled whichever is earlier.

We confirm that the signatories who have signed the subject guarantee / extension as stated below have the requisite powers to sign on behalf of the bank.

1. Mr./Ms. NIMISH PATEL
Designation SR. MANAGER
P.A No. N5191

2. Mr./ms. PUNIT THACKER
Designation DY. MANAGER
P.A No. P9194

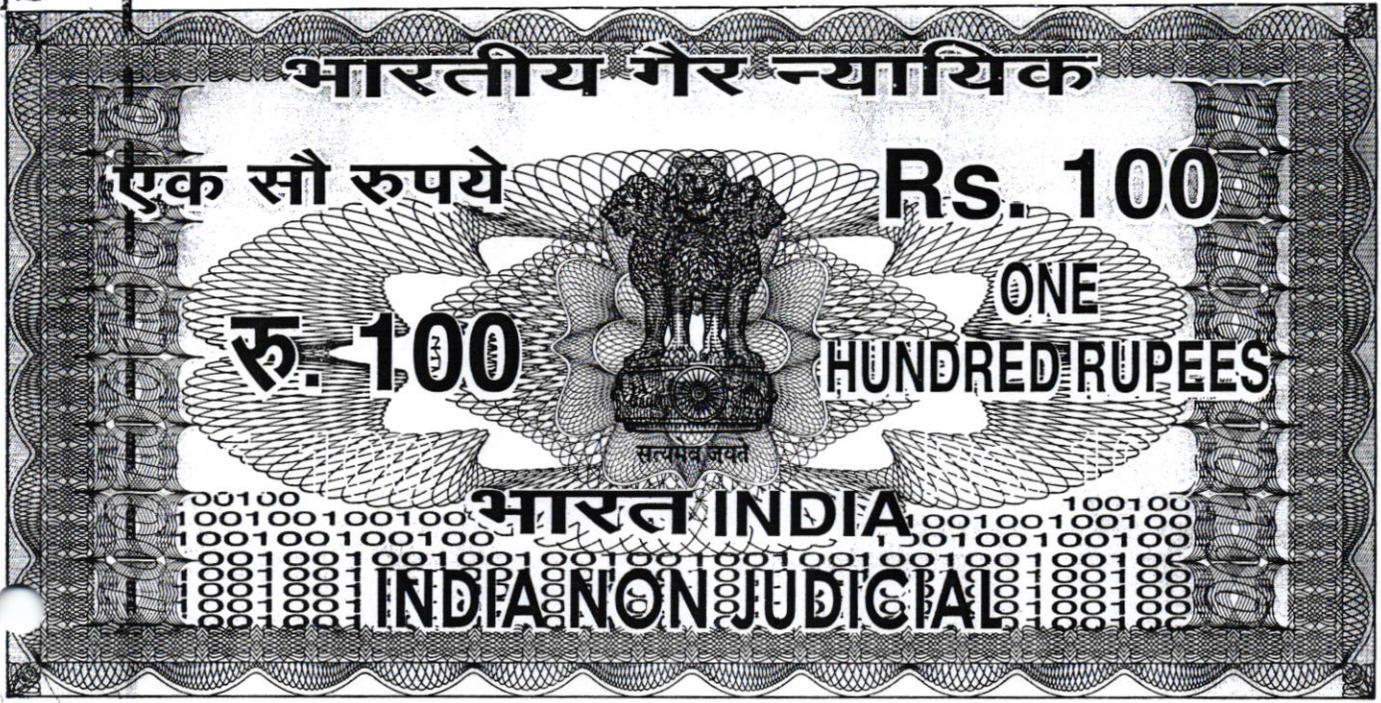
Further confirmation of this guarantee if desired, should be obtained from the above mentioned branch.

This letter forms an integral part of the guarantee.

For HDFC BANK LTD.

K.R. Travadi
Authorised signatory

Handwritten notes:
S.A. H. Jun Chack 12/2/19
7511 unit 2/19
Bhav unit 2/19
11/17
18/4



गुजरात गुजरात GUJARAT

BU 074343

Serial No. ... (0269) ... Date 29/03/2019
 Name of Purchaser... EMPERIUS INFRALOGISTICS PVT
 Through K. Khandelwal
 Address Kandla
 Value of Stamp Paper Rs. 100/-
 Signature of Purchaser [Signature]
 Manilal K. Shah

HDFC BANK LTD.
WBO-DEPARTMENT
 2nd FLOOR, PLOT No. 301,
 WORD No. 12/B,
 GANDHIDHAM-370 201.

Stamp Vendor Lic. No 12/89 //PAGE NO 1//
 Gandhidham. ANNEXURE - III
 CONTRACT PERFORMANCE SECURITY UNCONDITIONAL

BG No. : 216GT02190920001
 BG Issue Date : 02-APR-2019
 BG Amount : INR 100,000.00
 Expiry Date : 31-MAR-2020
 Claim Date : 31-MAR-2020

To
 "Gujarat Pollution Control Board",
 Paryavaran Bhavan, Sector 10-A
 Gandhinagar (Gujarat) - 382010

1. In consideration of the Chairman, Gujarat Pollution Control Board, Paryavaran Bhavan, Section 10-A, Gandhinagar - 382010, (hereinafter called "The Board") having offered to accept the terms and conditions of the proposed agreement between the Board and M/s. EMPERIUS INFRALOGISTICS PRIVATE LIMITED, Plot No. 17, Nr Jawaharlal Road, Kandla, Gandhidham (Kutch) - 370210 (Kutch) (hereinafter called "the said contractor(s)" for the works at Kandla, time for the due compliance or consent condition / direction for violation of Air Act, 1981 / Water Act, 1974 / hazardous and other waste (management and transboundary movement) Rules 2016 as suggested / stipulated vide letter bearing No. ENV-10-2019-11-E(Tcell) Dated 14/03 /2019 and as required under provisions of Air (Previsions & controls of pollution) act 1981 (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs.1,00,000.00 (Rupees One Lakh Only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

The BG confirmation letter no GTEE/ 489448 is an integral part of the 216GT02190920001 dated 02-APR-2019

[Signature]
PUNIT THACKER
 DEPUTY MANAGER
 Emp. Code : P 9194

For **HDFC BANK LTD.**
 [Signature]
Nimish Patel
 Sr. Manager (N5191)

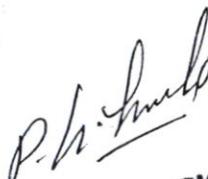
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2. We, HDFC Bank Ltd, Gandhidham Branch, Gandhidham having Head Office at Gandhidham having Head Office at HDFC Bank Ltd, HDFC Bank House, Lower Parel, Mumbai-400 013 (hereinafter referred to as the "Bank") hereby undertake to pay to the Board an amount not exceeding Rs.1,00,000.00 (Rupees One Lakh Only) on demand by the Board in writing.
3. We, HDFC Bank Ltd, Gandhidham Branch, Gandhidham having Head Office at Gandhidham having Head Office at HDFC Bank Ltd, HDFC Bank House, Lower Parel, Mumbai-400 013, do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Board stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs.1,00,000.00 (Rupees One Lakh Only).
4. We, the said Bank, further undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment hereunder, and the contractor(s) shall have no claim against us for making such payment.
5. We, HDFC Bank Ltd, Gandhidham Branch, Gandhidham having Head Office at Gandhidham having Head Office at HDFC Bank Ltd, HDFC Bank House, Lower Parel, Mumbai-400 013, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Board under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Engineer-in-charge, on behalf of the Board, certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee, however not later than expiry of guarantee.
6. We, HDFC Bank Ltd, Gandhidham Branch, Gandhidham having Head Office at Gandhidham having Head Office at HDFC Bank Ltd, HDFC Bank House, Lower Parel, Mumbai-400 013, further agree with the Board, that the Board shall have the fullest liberty without our consent, and without effecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said contractor(s), and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Board or any indulgence by the Board to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
8. We, HDFC Bank Ltd, Gandhidham Branch, Gandhidham having Head Office at HDFC Bank Ltd, HDFC Bank House, Lower Parel, Mumbai-400 013, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Board in writing.
9. This Guarantee shall be valid up to 31-MAR-2020 unless extended at the written request of the contractor on demand by the Board. Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs.1,00,000.00 (Rupees One Lakh Only), and unless a claim in writing is lodged with us within six months of the date of expiry i. e. 31-MAR-2020 or extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.

The Condition of the Obligation is:-

1. Our liability under this Bank Guarantee shall not exceed Rs.1,00,000.00 (Rupees One Lakh Only).
2. This Bank Guarantee is valid upto 31-MAR-2020
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before 31-MAR-2020
4. All claims under the guarantee will be payable at Gandhidham'
5. This guarantee will be returned to us as soon as the purpose for which it is issued is fulfilled'
6. The BG confirmation letter no GTEE/ 489448 is an integral part of the 216GT02190920001 dated 02-APR-2019

Dated the 02nd day of Apr 2019


PUNIT THACKER
 DEPUTY MANAGER
 Emp. Code : P 9194

For HDFC BANK LTD.


Nimish Patel
 Sr. Manager (N5191)

HDFC BANK LTD.
 WBO-DEPARTMENT
 2nd FLOOR, PLOT No. 301,
 WORD No. 12/B,
 GANDHIDHAM-370 201.

DEENDAYAL PORT TRUST
(Erstwhile: KANDLA PORT TRUST)



Administrative Office Building
Post Box NO. 50
GANDHIDHAM (Kutch).
Gujarat: 370 201.
Fax: (02836) 220050
Ph.: (02836) 233192

www.deendayalport.gov.in

EG/WK/4684 (EC)/Part VI (1)

Date: 24/04/2019

Smt. Urvashi Upadhyay,
Environmental Engineer, Gujarat Pollution Control Board,
Paryavaran Bhavan, Sector 10- A,
Gandhinagar – 382 010.

Sub: Development of Plots for construction of Liquid Storage Tank Farm at Kandla – EC & CRZ Clearance – **Clarification from the MoEF&CC,GoI req.**

Ref.: Gujarat Pollution Control Board letter no. PC/CCA-KUTCH-1285 (2)/GPCB ID - 46364 dated 22/1/2019.

Sir,

Kindly refer to the cited reference on the above subject.

In this regard, it is to submit here that, the Gujarat Pollution Control Board vide above referred communication dated 22/1/2019 has requested Deendayal Port Trust to get clarification from the MoEF&CC,GoI, New Delhi, regarding applicability of CRZ Clearance for laying of various pipelines from Y Junction/New manifold/FOCT junction to various Plot Holders engaged in storing of chemicals, petroleum products etc.

Accordingly, the MoEF&CC,GoI vide communication dated 15/4/2019 has provided necessary clarification in the matter. **A copy of the same is enclosed herewith for your reference and further favorable action in the matter, please.**

Encl.: As above

Yours faithfully,

Chief Engineer
Deendayal Port Trust

Copy for information to :

- 1) Director (Environment) & Member Secretary, GCZMA
Forest & Environment Department,
Government of Gujarat,
New Sachivalaya- Block No. 14, 8th Floor,
Gandhinagar 382 010.
- 2) The District Collector and District Magistrate-Kutch &
Chairman, District Level CRZ Committee,
Office off the Collector, Kachchh District
Jilla Seva Sadan, Mandvi Road,
Bhuj – Kachchh – Gujarat – 370001.

With reference to the Advisory let.
issued by the D.M. & Chairman
District level CRZ Committee
dated 31/12/2018.

F.No. 19-2/2018-IA,III
Government of India
Ministry of Environment, Forest and Climate Change
CRZ Division



Indira Paryavaran Bhawan,
Jor Bagh Road,
New Delhi-110003

SupS Dated: 15th April, 2019
C.E.
Vant
20-4-19

To,

The Under Secretary,
Ministry of shipping,
Transport Bhawan,
1, Parliament Street, New Delhi -1

Sub: Request by Deendayal Port Trust in-respect-of applicability of CRZ clearance for laying of pipelines by the various plot holders - reg.

Sir,

Kind attention is invited to your letter dated 18.03.2019 seeking clarification in respect of applicability of CRZ clearance for laying of pipelines by the various plot holders at DPT. In this regard, it is to inform that the CRZ and Environmental clearance issued vide this Ministry's letter dated 2.02.2010 is for 'Installation of tanks for storage/handling of the petroleum products and edible oil and laying of inter terminal pipelines by the KPT (now DPT)'.

2. The need for further CRZ clearance by the plot holders in the DPT area for which a composite EC & CRZ clearance has been issued therefore does not seem to arise.

Yours faithfully

(W. Bharat Singh)
(W. BHARAT SINGH), (CRZ)
Ministry of Environment, Forest and Climate Change
Govt. of India, New Delhi

Copy to:

1. The Chairman, Deendayal Port Trust, Administrative Office, Post Box. No. 50, Gandhidham (Kutch), Gujarat - 370201
2. The Chairman, Gujarat Coastal Zone Management Authority, 14/B New Sachivalaya, Gandhinagar

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