

4
BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
PRINCIPAL BENCH, NEW DELHI
OA. No. 1099/2024

IN THE MATTER OF:

Ravi Shankar & Ors.

Applicant(s)

Vs.

State of Punjab

Respondent(s)

Index

Sr. No.	Particulars	Page No.
1.	Compliance Report of Joint Committee in compliance of order dated 08.11.2024 in OA No. 1099/2024.	
2.	Annexure- I A copy of Hon'ble NGT order dated 08.11.2024 in O.A. No 1099/2024.	
3.	Annexure- II A copy of lease deed dated 22.05.2018.	
4.	Annexure- III A copy of notice for termination of agreement dated 06.06.2024.	
5.	Annexure- IV A copy of direction dated 09.09.2023 issued by CAQM under section 12 of the Commission of Air Quality Management in NCR and Adjoining Areas Act, 2021.	



Filed by Adv. Rajkumar
(On behalf on Central Pollution Control Board)

Place: Delhi

Dated: 11.12.2024

COMPLIANCE REPORT

BY

THE JOINT COMMITTEE

AS PER

HON'BLE NATIONAL GREEN TRIBUNAL

(ORDER DATED 08 NOVEMBER, 2024)

IN THE MATTER OF

RAVI SHANKAR AND ORS.

Versus

STATE OF PUNJAB

IN

ORIGINAL APPLICATION NO.

1099/2024

Inspection Report in the matter of Ravi Shankar and Ors. Versus State of Punjab
(OA No. 1099/2024)

1.0 Background:

In the matter of OA No. 1099/2024, Ravi Shankar and Ors. Versus State of Punjab, applicant had raised the grievance related to air and noise pollution caused by operation of DG set installed for mobile tower at Suncity Township-1, Sector 34, Rohtak, Haryana. The mobile tower has been installed by M/s Indus Towers Limited, Bestech Business Towers, 1st Floor, Tower A, Industrial Plot No.1, Phase-9, Sector 66, SAS Nagar (Mohali), Punjab.

Hon'ble NGT vide order dated, 08-11-2024 (**Annexure-I**) directed as follows:

Para 3. *"In our view complaint made in this letter petition give rise to substantial question relating to environment but before proceeding further we find it appropriate to obtain a factual report and for this purpose we constitute a Joint Committee comprising Haryana State Pollution Control Board; Central Pollution Control Board; and, District Magistrate, Rohtak."*

Para 4. *"Central Pollution Control Board shall be the Nodal Authority for coordination and compliance of this order."*

Para 5. *"Above Committee shall visit the site, collect relevant information and submit a factual report within one month."*

2.0 Compliance to Direction:

In compliance of Para 3 of the aforesaid Hon'ble NGT order, the Joint Committee comprising of following officials was constituted for compliance in the matter:

1. Shri Tilak Raj, ATP, Municipal Corporation, Rohtak (Representative of DC Rohtak)
2. Shri Sachin Kumar, AEE, Haryana State Pollution Control Board, Regional Office, Rohtak
3. Dr C K Dixit, Scientist 'C', Central Pollution Control Board, Delhi

The Joint Committee carried out the visit of site under reference i.e. Suncity Township-1, Sector 34, Rohtak, Haryana on 02-12-2024.

3.0 Observations and Findings:

Based on the site visit, following are the observations:

3.1 Installation of Mobile Tower:

- The mobile tower has been erected by M/s Indus Towers Limited, Bestech Business Towers, 1st Floor, Tower A, Industrial Plot No.1, Phase-9, Sector 66, SAS Nagar, Mohali, Punjab at Suncity Township-1, Sector 34, Rohtak, Haryana.
- The mobile tower is erected at the land of Sh. Kaptan Singh. Copy of lease deed dated, 22-05-2018 for a period of 15 years from 22-05-2018 to 21-05-2033

between M/s Indus Towers Limited and Sh. Kaptan Singh, Village PO Bohar, District Rohtak is enclosed as **Annexure-II**.

- The said lease deed has been terminated by M/s Indus Towers Limited with effect from 06-07-2024. Copy of the notice for termination of agreement is enclosed as **Annexure III**.
- The mobile tower was found in non-operational condition during visit.
- The mobile tower along with Diesel Generator Set (DG set) has been erected in the premises adjacent to the complainant house approx 5 meter away from the boundary wall of house.
- No supporting document was provided by M/s Indus Towers Limited with reference to permission for mobile tower from district administration. As informed by the district administration, permission as per Communication & Connectivity Infrastructure Policy 2017 (as revised in 2023) for the State of Haryana, has not been granted to M/s Indus Towers Limited for erecting the mobile tower.

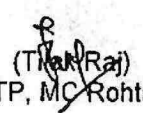
3.2 Diesel Generator Set:

- During the visit, one Diesel Generator Set (Jaycee Punching Solution Pvt. Ltd. Make) of 15 KVA capacity was found installed at the site which was not in operational condition.
- The DG Set was found equipped with acoustic enclosures and type approved as per GSR 371 (E) dated, 17.05.2002 (Noise limit for diesel generator sets up to 1000 KVA).
- It was informed by local people that DG set used to run approx 18 hours per day. Further, it was observed that no electricity connection was available for operating the mobile tower.
- In view of no electricity connection at site, it is understood that the DG set was being used as a source of power and not as a backup which is a violation of direction no. 76 dated 29-09-2023 (amended on 22-02-2024), issued by Commission for Air Quality Management in National Capital Region and Adjoining Areas (CAQM) regarding "Review of regulations for use of DG sets in NCR. Copy of direction is enclosed as **Annexure IV**.
- Further, the stack height of the DG set was not as prescribed in "Emission Regulations Part IV", Comprehensive Industry Document Series (COINDS/26/86-87), published by CPCB.
- Joint Committee also interacted with the complainant Sh Ravi Shankar, resident of Suncity Township and it was informed by him that the DG Set is not in operation at site since May 2024 and no problem of air or noise pollution is caused due to DG set since then.


4.0 Recommendations:


1. M/s Indus Towers Limited shall not operate the mobile tower unless;
 - a. Necessary permission from the District Administration is obtained.
 - b. Stack of DG set with required height as prescribed in CPCB's document "Emission Regulations Part IV", (COINDS/26/86-87) is installed.

2. DG set shall not be operated as regular power supply source and shall be used only as a power back-up in case of power failure.
3. M/s Indus Towers Limited shall ensure that during operation of DG set at site, there should be compliance of the Noise norms as per GSR 371 (E) dated, 17.05.2002 (Noise limit for diesel generator sets up to 1000 KVA).


(T. K. Raj)
ATP, MC Rohtak

(Representative of DC Rohtak)


(Sachin Kumar)
AEE, HSPCB Rohtak


(C. K. Dixit)
Scientist C, CPCB Delhi

Photographs taken during the visit



Fig: 15 kVA Genset installed at site



Fig: Mobile Tower at site

Item No.09

Court No. 2

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

Original Application No. 1099/2024

Ravi Shankar and Ors.

Applicant(s)

Versus

State of Punjab

Respondent(s)

Date of hearing: 08.11.2024

**CORAM: HON'BLE MR. JUSTICE SUDHIR AGARWAL JUDICIAL MEMBER
HON'BLE DR. AFROZ AHMAD, EXPERT MEMBER**

Applicants: None

ORDER

1. Ravi Shankar resident of H.No.A-204, Sector-34, Suncity Tonship-I, Rohtak, State of Haryana, has sent a letter petition dated 01.01.2024 complaining about operation of DG set by a mobile tower proponent causing huge air and noise pollution without taking effective preventive steps and this letter petition has been registered as Original Application under Sections 14 and 15 of National Green Tribunal Act, 2010 (hereinafter referred to as '**NGT Act, 2010**') in exercise of *suo-moto* jurisdiction in view of law laid down by Supreme Court in ***Municipal Corporation of Greater Mumbai Versus Ankita Sinha and Others, (2022) 13 SCC 401.***

2. Complainant has said that a mobile tower has been installed by M/s Indus Towers Limited, Bestech Business Towers, 1st Floor, Tower A, Industrial Plot No.1, Phase-9, Sector 66, SAS Nagar (Mohali) State of

Punjab in residential society of the complainant i.e. Suncity Township-1, Sector 34, Rohtak State of Haryana. For operation of above mobile tower a DG set has been installed which is emitting smoke causing air pollution besides huge noise pollution and no effective steps for prevention thereof have been taken by concerned proponent and on account thereof local people are suffering several health problems besides the facts that elder people find it difficult to take rest due to huge noise and air pollution.

3. In our view complaint made in this letter petition give rise to substantial question relating to environment but before proceeding further we find it appropriate to obtain a factual report and for this purpose we constitute a Joint Committee comprising Haryana State Pollution Control Board; Central Pollution Control Board; and, District Magistrate, Rohtak.

4. Central Pollution Control Board shall be the Nodal Authority for co-ordination and compliance of this order.

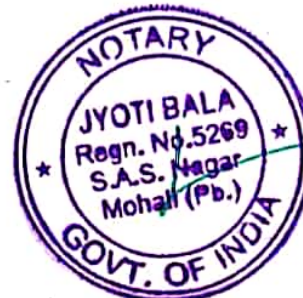
5. Above Committee shall visit the site, collect relevant information and submit a factual report within one month.

6. List for further hearing on 12.12.2024.

Sudhir Agarwal, JM

Dr. Afroz Ahmad, EM

November 08, 2024
Original Application No. 1099/2024
M



LEASE DEED

THIS LEASE DEED ("Lease Deed") is made at Rohate on this 22nd day of month May of the year 2018.

BY AND BETWEEN

Mr./Mrs. Kaptan Singh
 Son of /Wife of Mr. Meer Singh, residing at
V.P.O. Bahar Tahsil Distt. Rohate
 hereinafter referred to as "Lessor", (which term or expression shall unless otherwise excluded by or repugnant to the subject or context hereof be deemed to mean and include his agents, permitted assigns, representatives, legal heirs, successors etc.) of the ONE PART;

me/11
 LESSOR



INDUS TOWERS LTD- Lease Agreement P&H

1 JUN 2018

AND

INDUS TOWERS LIMITED a company incorporated under Companies Act, 1956 having its circle office at : Bestech Business Towers, 1st Floor, Tower-A, Industrial Plot No.-1, Phase-9, Sector-66, SAS Nagar (Mohali), Punjab 160059 and registered office at Bharti Crescent, 1, Nelson Mandela Road, Vasant Kunj, Phase - II, New Delhi-110070 through its Authorized POA Holder _____ hereinafter referred to as the "Lessee", (which term or expression shall unless otherwise excluded by or repugnant to subject or context hereof be deemed to mean and include its agents, permitted assigns, representatives, successors, group companies, subsidiaries and associates), of OTHER PART.

The Lessor and Lessee are hereinafter collectively referred to as "the Parties" and severally as "the Party".

WHEREAS:

- A. Lessee is a registered Infrastructure Provider, category-1(IP-1) by virtue of registration granted by the Department of Telecommunications, Ministry of Communications & IT, Government of India, and is engaged in business of establishment, maintenance and provision of telecommunication infrastructure, which inter alia includes providing towers and other allied equipment's and leasing of antennae sites on multi-tenant sharing basis, to various telecom service providers including cellular service providers.
- B. Lessee is interested in obtaining premises from Lessor on lease basis, inter alia, for the purpose of establishing, constructing, installing, operating, maintaining and storing various kinds of cell sites, structures, transmission towers/poles with single or multiple antennas, with or without RCC beams/columns etc., civil/pre-fabricated equipment shelters, earthing connections to antenna, generator, equipment's, laying of optical/electrical/copper cables to ground, lightning arrestors, and aviation lamps, necessary cabling and connectivity to each antenna, generator, equipment, and space for installation of electricity meter and power connectivity etc., network equipment (such as radios, batteries, antennas, cables including optical/electrical/copper cables, etc.), ducts, fibers and other assets ("Equipment's") in order to provide the same on lease/rent/sale basis to various telecom service providers like Airtel, Idea, Vodafone, Reliance etc. in furtherance to its above stated business (the "Business");
- C. The Lessor has represented to the Lessee that he is the absolute and bonafide owner, has a clear and marketable title and is legally entitled to lease out the premises admeasuring 1400 Sq. Ft., ("Demised Premises"), more particularly described in the Schedule and the site plan attached to this Lease Deed herewith as Annexure-I. Demised Premises is constructed over a plot of land admeasuring _____ Square Fits, situated at Kawalno 964/1937, Khatolno 938, Kilaro 103/116 Village Behar, Patna ("Land"), acquired under a conveyance deed dated _____, registered as a document No. _____, at office of the Sub-Registrar, _____. Further, a building admeasuring _____ square feet, has been constructed over the said Land ("Building");
- D. Based on the written as well as oral representations, assurances and warranties of the Lessor, the Lessee has accepted to take on lease the Demised Premises together with all rights, easements and appurtenances attached thereto, including the right to use the common areas and facilities etc., along with the right of Ingress and egress to all common areas, and the Lessor has agreed to give on lease the Demised Premises as per detailed terms and conditions as contained in this Lease Deed.

NOW BY THIS LEASE DEED IT IS AGREED BETWEEN PARTIES AS FOLLOWS:-

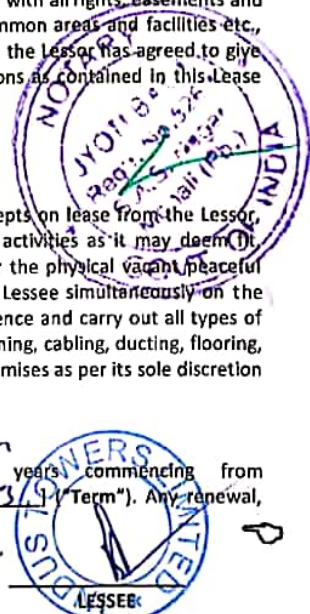
1. LEASE

The Lessor hereby grants to the Lessee and the Lessee hereby accepts on lease from the Lessor, the Demised Premises for carrying on its Business or such other activities as it may deem fit without any hindrance by the Lessor. The Lessor has handed over the physical vacant/peaceful possession of and granted access to the Demised Premises to the Lessee simultaneously on the signing of this Lease Deed and the Lessee may immediately commence and carry out all types of construction, installations, fixations, fittings alterations, air-conditioning, cabling, ducting, flooring, and set up and install its tower, Equipment's etc. in the Demised Premises as per its sole discretion and requirements from time to time.

2. TERM

This Lease Deed is for a period of 15 Fifteen (Twenty) years commencing from 22/5/2018 to 22/5/2033 ("Term"). Any renewal,

LESSOR



1 JUN 2018

after the expiry of the Term, shall be with the mutual consent of the Parties. At each renewal, a fresh lease deed shall be executed, stamped and registered, on mutually agreed terms.

3. RENT

In consideration of the Lessor granting on lease the Demised Premises to the Lessee, the Lessee has agreed to pay the Lessor a monthly rent of Rs. 10000/- (Rupees Ten thousand only Only) ("Rent"), commencing from 22/7/2018. The period from 22/5/2018 to 31/7/2018 shall be Rent free period. The Rent shall be increased by 10 % at the expiry of every 3 (Three) years, over the last paid Rent. The Rent shall be payable quarterly in advance by the 15th day of first month in each quarter vide Cheque/Demand Draft/Bank Transfer in favour of the Lessor. The Rent shall be payable in the name of "Kaptaan Singh" subject to tax deductible at source. Further, the Lessor shall furnish to the Lessee, the receipts towards the payment of Rent. All kinds of tax liability on the demised premises immediately before installation of tower will be borne by the Lessor and Lessee will pay the tax liability of whatsoever nature arising out of installation of tower till the installation continues. The Lessor agrees and undertakes to complete all the registration formalities simultaneously with the execution of this Lease Deed and in any case within 30 days from the date of execution failing which the Lessee shall be entitled to withhold the Rent till the Lease Deed is registered and this will not amount to breach of Rent payment obligation of the Lessee.

4 COVENANTS OF LESSOR: Lessor covenants with Lessee as follows:

- 4.1 The Lessor hereby permits the Lessee to install, erect, commission, establish and maintain on the Demised Premises, including but not limiting to a) Equipments; b) Additional Antenna for the purpose of sharing with any other telecom operators; c) Air conditioners; d) DG Set, or any other source or technology of producing energy; e) Guard-room; and f) Temporary/semi-permanent shed for housing the generator and other equipment that may be installed.
- 4.2 The Lessor expressly grants the Lessee the permission to lease/rent/grant the Equipments etc. installed at the Demised Premises, for use of telecom operators and entities ("Associates") and to enter into multi-operator arrangements/agreements with the Associates, who shall provide or intend to provide telecom services. Further, the Associates shall be entitled to use/install any of their equipments etc. in the Demised Premises. For the limited purposes of this Lease Deed, all such equipments etc. shall be deemed to be the Equipments of the Lessee. No additional permission shall be required nor any objection shall be raised by the Lessor, at any point of time, for the above purpose, nor shall the Lessee or the Associates be liable to pay any additional compensation/ fees or other charges whatsoever. The Lessor shall have no objection for the transfer of the leasehold rights of the Lessee on account of the Lessee's merger, amalgamation, takeover, re-structuring or any other re-arrangement, and the terms of this Lease Deed shall continue.
- 4.3 The Lessor hereby grants unconditional and unrestricted permission to the Lessee, Associates to whom the Lessee has permitted to use the Equipments, its clients and to its associates etc. ("Lessee's Representatives") to engage the services of vendors, contractors, engineers, supervisors, workmen, employees, authorized personnel, sub-contractors, security guards, caretakers and other service providers etc., ("Third Party Contractors") to erect, install, commission, up-grade or change location of the Equipments, or such additional or alternate equipments etc. that may be required from time to time at their own expense and cost, to dig trenches, gutters, chambers and carry out all other plumbing, civil/mechanical and electrical works, to carry out repairs, maintenance, alterations etc. The Lessor hereby provides unimpeded ingress and egress, to the Lessee, Lessee's Representatives and Third Party Contractors, who shall be entitled to carry tools, tackles, heavy machinery, raw materials, cranes, anchorage equipment, winches, pulleys, ropes, scaffolding, brackets, clamps, welding and cutting equipment etc. and to use the same on the Demised Premises. The Lessor has also permitted the Lessee and Lessee's Representatives to display logos, signages, glow signs, hoardings etc. on the equipments/ Demised Premises at no extra cost whatsoever.
- 4.4 It is especially understood and agreed that the Equipments and other items, fixtures etc. installed by the Lessee shall always remain, without exception, the Lessee's property, and upon its expiration or early termination, or otherwise the Lessee shall remove the same from the Demised Premises.

LESSOR

Page 3 of 8

10 JUN 2018

INDUS TOWERS LTD- Lease Agreement P&H

- 4.5 Lessee shall be entitled to connect its equipments with networks of other telecom service providers by routing necessary cables, microwaves etc. The Lessee shall also be entitled to connect the optical/electrical/copper cables/wires/fiber etc. through GI/PVC pipes etc. from outside the Demised Premises.
- 4.6 Lessee shall be entitled to an uninterrupted, unobstructed and unhindered access to and peaceful enjoyment of the Demised Premises, throughout the Term of the Lease Deed. Notwithstanding anything to the contrary contained herein, if there is any interruption or disturbance in the peaceful enjoyment of Demised Premises for any reason whatsoever, no Rent or any other outgoings shall be payable by Lessee to Lessor for period of interruption or disturbance.
- 4.7 In case Lessor or any third party, causes any hindrance or restriction or objects to the entry of the Lessee or Lessee's Representatives, or in case of any dispute with other occupants/ residents of the Building/premises or neighborhood, the Lessee shall intimate the Lessor about the same and the Lessor shall immediately remove or cause to be removed all such obstructions, hindrance, interference, failing which the Lessor shall be liable to pay losses on actuals, if any, suffered by the Lessee or Lessee's Representatives. Further, in the event, any consent is required from any neighbour or any other occupant of the Building or the Residents' Welfare Association, then the same shall be promptly obtained by the Lessor at its own cost.
- 4.8 The Lessor shall extend all co-operation and facilities to the Lessee and to do all that is necessary to facilitate the Lessee in obtaining all clearances/certificates/permissions/ sanctions as may be required from all statutory, government and municipal authorities, from time to time. In case the Lessor is required to appear before any authority for obtaining any permission, sanction, NOC etc., he shall appear as may be necessary, upon intimation being given by the Lessee.
- 4.9 If any renovation, repair, construction etc. is required to be carried out by the Lessor on or around the Demised Premises, the Lessor shall serve a notice in writing at least 30 (thirty) days prior to such commencement, to the Lessee. The Lessor and the Lessee shall in good faith discuss and agree on the measures to be taken by the Lessor for the protection of the Equipment's during the said renovation, repair or construction/demolition. Any additional cost to be incurred for safeguarding the Equipment's, shall be borne by the Lessor. The Lessor shall, at all times, ensure that any such repair, maintenance or renovation etc. does not disrupt or damage the Equipment's in any manner whatsoever. The Lessor shall not ask the Lessee to shift or relocate its Equipment's to any other place. The Lessee shall be entitled to post its own security guard(s) at such place, in or around the Demised Premises, as may be necessary.
- 4.10 The Lessor shall ensure that the minimum required distance is maintained between the Equipment's of the Lessee and any other structure installed / proposed by the Lessor or third parties near the Demised Premises and the Lessor shall ensure that such structures shall not cause any obstruction; hindrance to the Equipment's installed by the Lessee and Lessee's Representatives. Further, the Lessor shall not install, cause, or allow to be installed on the Building, any communication facilities/equipment, the placement or operation of which, in the judgment of the Lessee, may interfere with the working of the Equipment's. The Lessee shall not be liable in any manner whatsoever for any injury or damage which may be caused to the Lessor, or representatives of the Lessor or any other third party who may gain access to the Demised Premises and unauthorisedly tampers or interferes with the Equipment's installed by the Lessee or Lessee's Representatives etc. The Lessor alone shall be solely liable for any such mishapening including injury or damage that may be caused to anyone.
- 4.11 The Lessor shall carry out all major structural repairs and maintenance of the Demised Premises during the Term of the Lease Deed. Repairs and maintenance will be required to be done within four [4] days of the receipt of notice from the Lessee in this behalf, failing which the Lessee shall be entitled to carry out such repairs at its own cost and adjust the amount spent thereon against the Rent payable.
- 4.12 The Lessee shall not be liable to pay any Rent in the event, the Demised Premises, or any portion thereof becomes unusable due to Force Majeure (defined hereinafter), or due to any action/order of any court or tribunal and act of third party. Further, the Lessor shall ensure that no hindrance is caused for any reason whatsoever during the construction of the cell site and thereafter during the continuance of the lease including uninterrupted, unobstructed and unhindered access to the Demised Premises at all times to the Lessee/ Lessee's Representatives etc., however, in case of any default on part of the Lessor to adhere to any of the above conditions, the Lessee shall not be obliged to pay any Rent for the such period the said default exists. The Lessor further hereby agrees to pay a minimum fixed sum of Rs. 5,00,000/- (Rupees Five Lacs only) as quantified

on 1/1/18

LESSOR

Page 4 of 8

INDUS TOWERS LTD- LEASE AGREEMENT P&H

LESSEE

JUN 2018

INDUS TOWERS LTD- Lease Agreement P&H

liquidated damages to the Lessee in case the Lessee is compelled to remove its Equipments from the Demised Premises for any reason whatsoever, attributable to the Lessor.

- 4.13 The Lessee shall be entitled to have all rights and entitlements conferred upon an Infrastructure Provider Category-I (IP-1) under the Indian Telegraph Act, 1885 or any other applicable laws, rules or regulations framed thereunder. The Lessor acknowledges that the services provided by the Lessee from the Demised Premises are essential and public utility services and that the Lessee shall be entitled to all the rights conferred by law.
- 4.14 The Lessor shall indemnify and keep Indemnified the Lessee and Lessee's Representatives from and against any and all claims, demands causes of action, obligation, litigation, liability, loss, damage, cost and expenses incurred or sustained by reason of or arising out of (i) any breach or alleged breach by the Lessor of terms of this Lease Deed; or (ii) due to any action or negligence on the part of the Lessor; or (iii) violation by the Lessor of any statute, law, rule, bye law, notification or direction issued by Central, State or Local Authorities.
- 4.15 The Lessor shall bear all taxes past, present and future, including property taxes, fees and other Government or statutory levies in relation to the Demised Premises, failing which, the Lessee shall be entitled to pay such amount and to deduct the same from the Rent. The Lessor shall keep the Demised Premises adequately insured at its own cost. However, the tax, arises on account of Installation of telecommunication tower/equipment on demised premises, shall be borne by Lessee.

5 COVENANTS OF LESSEE: Lessee covenants with Lessor as follows:

- 5.1 To pay to the Lessor the monthly Rent, as per the terms of this Lease Deed. The Lessee shall also pay the charges for electricity and water, consumed in the Demised Premises, based on actuals. The Lessor shall provide NOC for separate electric meters for the purposes of the Lessee. The Lessee may apply for, obtain and install its requirement of power directly from the concerned electricity authorities in its name or in the name of any nominee. The Lessor shall give & sign required NOCs/other papers for the aforesaid purpose and allow the employees/workers of the concerned electricity authorities or any other agency to carry out the work of installation of the electric meters or any other necessary equipments. The Lessee shall have the right to install necessary cables, wires and equipment for the purpose of transmitting the power supply from meters to its antenna and other equipments and generators, without the permission of the Lessor. For this purpose, the Lessor shall provide required NOC's etc., sign all papers and provide all other assistance required.
- 5.2 To carry out minor/day-to-day repairs and maintenance of the Demised Premises and other fixtures and fittings. The Lessee shall ensure that no damage is caused to the Demised Premises during the installation of the Equipments, reasonable wear and tear excepted & to keep its Equipments installed in the Demised Premises adequately insured at its own cost.
- 5.3 To clear all dues including electricity dues, water dues, which are payable by the Lessee under this Lease Deed before handing over the vacant and peaceful possession of the Demised Premises to the Lessor.
- 5.4 In the event, the Demised Premises is attached due to non-payment of any dues by the Lessor, then the Lessee shall be entitled to pay the Rent to the concerned government authority, which shall be regarded as the compliance under this Lease Deed, and the Lessee shall not be liable to pay the Rent to the Lessor.
- 6 REPRESENTATIONS & WARRANTIES:** Lessor represents & warrants that:
- 6.1 There is no impediment/s whereby the Lessor is restrained from entering into / performing its obligations under this Lease Deed. The Lessor represents that he is the legal, rightful and absolute owner of the Demised Premises and is fully authorised to enter into this Lease Deed and grant the Demised Premises on lease to the Lessee.
- 6.2 The Demised Premises are free from all restrictive covenants, lispendens, acquisition and requisition proceedings, minor's claims, mortgage, lien, charge, or claims or encumbrances of any other nature whatsoever.
- 6.3 The Lessor shall provide all necessary documents and extend all necessary co-operations, assistance as required by the Lessee from time to time to obtain licenses/permissions from the concerned authorities to operate the Lessee's business from the Demised Premises. The Lessor further represents that all necessary permissions/sanctions / approvals from the concerned authorities have been obtained for the Demised Premises, and that the Demised Premises is not

LESSOR

Page 5 of 8

LESSEE

INDUS TOWERS LTD- Lease Agreement P&H

JUN 2018

prohibited from being used as per the requirement of the Lessee, and the Lessor further agrees to indemnify and keep indemnified the Lessee, its directors, employees, agents etc., against all actions, claims, demands, proceedings, expenses, damages, recoveries, judgements, costs, charges etc. by reason of any action or proceedings, commenced or instituted in respect of Demised Premises, which may render the occupation of the Demised Premises by the Lessee for the purposes of its business as aforesaid as unlawful and as a consequence of which the Lessee may be compelled to vacate the Demised Premises during the Term of the Lease Deed.

- 6.4 No director or employee of the Lessee or immediate family member thereof was offered and received anything of value of any kind from the Lessor or his employees, directors or agents in connection with this Lease Deed and that no personnel of the Lessee have any business relationship of any kind with the Lessor or his directors, employees or agents.
- 6.5 The Lessor having satisfied himself about the nature, usage, purpose, specifications, weight and dimensions of the Equipments, to be erected/installed at the Demised Premises warrants to the Lessee that the Demised Premises/Building is structurally strong enough to withstand the load of the Equipments and undertakes to indemnify and keep indemnified the Lessee, its directors, employees, agents etc. for any loss caused to any third party resulting from any weakness/defect in the structure/ Building/Demised Premises.
- 6.6 The Lessor has and shall continue to comply with all laws, bylaws, rules, regulations, orders, notifications, directions, conditions of the Government whether Central, State, Local or Municipal with respect to the said Demised Premises during the Term of this Lease Deed.
- 6.7 All taxes with respect to the Demised Premises have been paid by the Lessor, till date and the Lessor does not have any liability for any past/accumulated taxes, or any interest or penalty in respect thereof, of any nature that may be assessed against Lessee or become a lien against the Demised Premises.
- 6.8 In the event, the Lessee goes for excavation and/or sets up additional equipments or increases the height of the Tower / Pole or utilizes remaining space for installing the Equipments within the Demised Premises, the Lessor shall have no objection to the same and will not insist on increasing the Rent. Further, the Lessee shall bear the entire costs in relation to such construction.
- 6.9 In case where Lessee incurs any loss due to misrepresentation by the Lessor including for any of the above representations and warranties, the Lessor shall indemnify and will always keep indemnified the Lessee, its directors, employees, agents etc., against all costs of shifting, replacement and relocation etc. to any other similar premises and any other cost, loss or damage

The Lessee makes the following representations and warranties:

- 6.10 The Lessee is an entity duly incorporated and validly existing in accordance with the laws of India and has full authority to enter into this Lease Deed. The execution of this Lease Deed is not prohibited by its constituent documents or any applicable law or agreement to which it is a party.

7 RESTRICTION ON TRANSFER: It is agreed as follows:

- 7.1 The Lessor shall not transfer, directly or indirectly the Demised Premises in favour of any competitor of the Lessee engaged in providing infrastructure services similar to that of Lessee.
- 7.2 In the event the Lessor mortgages/transfers/conveys all or any portion of the Demised Premises, or the Land/Building thereof, to a third party and/or the Demised Premises and/or any portion thereof gets conveyed/transferred by contract, operation of law and/or by order of any court/authority, or any other obligation of the Lessor, to a third party such transfer/conveyance shall be subject to this Lease Deed and shall recognize and accept the right(s) of the Lessee and upon the transfer/conveyance having been completed, the transferee shall step into the shoes of the Lessor and all the rights and liabilities of the Lessor shall automatically devolve on the transferee. The terms and conditions of this Lease Deed shall remain valid and enforceable with such third party. Such clause shall be incorporated in sale/conveyance deed, etc. between such Lessor and the third party. Further, all deposits made by the Lessee to the Lessor under this Lease Deed, shall be deemed to be the deposits made to such transferee of the Demised Premises. The Lessor hereby assure the Lessee that before effecting any transfer of the Demised Premises or any part thereof to a third person, they shall procure from such transferee a letter of confirmation and acknowledgement, confirming the transferee's acceptance of the terms and conditions of this Lease Deed and also its taking over all the rights and obligations of the Lessor as stated in this Lease Deed. However, the Lessor shall not transfer the property for a period of 5 (five) years, without the written consent of the Lessee.

anl.p.17
LESSOR

Page 6 of 8



INDUS TOWERS LTD- Lease Agreement P&H

15 JUN 2018

8 FORCE MAJEURE

- 8.1 If at any time, the Demised Premises is destroyed or damaged by acts of god, tempest, flood, earthquake or any other means like fire or riot, civil or military action, war, ("Force Majeure"), so as to become unfit for occupation or use, the Lessor undertakes to carry out the necessary repairs within 7 days of the occurrence, and no Rent and other outgoings shall be paid until the Demised Premises shall have again been rendered fit for occupation. Additionally, the Lessee shall have the option to terminate this Lease Deed by giving a 15 (fifteen) days written notice.
- 8.2 Neither Party shall be liable to the other Party for failure to perform its obligations due to occurrence of any event beyond the control of such Party and affecting its performance including, without limitation, governmental regulations, orders, administrative requests, rulings or orders of Department of Telecommunications /Telecom Regulatory Authority of India, judicial orders and Force Majeure.

9 TERMINATION

- 9.1 The Lessee may, at any time after giving 1 (one) months' notice, terminate this Lease Deed without assigning any reasons, notwithstanding anything to the contrary contained herein.
- 9.2 In the event, the Lessee fails to pay to the Lessor, the Rent, consecutively for a period of 3 (three) months, then the Lessor shall be entitled to terminate this Lease Deed, after providing a notice of 30 (thirty) days to the Lessee and the Lessee failing to cure the breach within said 30 days. Except for the aforesaid reason, the Lessor does not have any right to terminate this Lease Deed in any circumstances whatsoever.
- 9.3 The Lessee shall handover the physical possession of the Demised Premises to the Lessor on the expiry or earlier termination of this Lease Deed as contemplated in this Lease Deed, subject to normal wear and tear.

GENERAL CLAUSES:

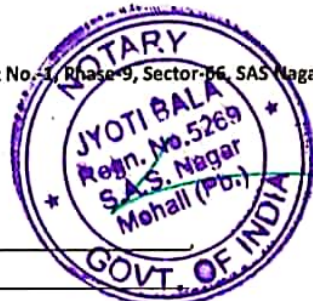
- a) Any notice etc., unless otherwise specified, shall be deemed to be validly sent if dispatched by registered post AD to the other Party at the following respective addresses: -

If made to Lessee:

Head - Legal,
M/s. INDUS TOWERS LIMITED,
 Bestech Business Towers, 1st Floor, Tower-A, Industrial Plot No. 1, Phase 9, Sector-06, SAS Nagar (Mohall), Punjab 160059.

If made to the Lessor:

Kaplan Singh & Associates
V.P.O. Ludhiana
Ch. of District Rokea



- b) The failure of either party to enforce any provision of this Lease Deed shall not be considered to be waiver of the right of such Party thereafter to enforce each and every such provision. Waiver, if any, shall be in writing, signed by the then duly authorised signatory of the concerned Party.
- c) If any provision of this Lease Deed is determined to be void or unenforceable under any law applicable, such provisions shall be deemed amended or deleted in so far as is reasonably inconsistent with the provisions of this Lease Deed and to the extent necessary to conform to applicable law and the remaining provisions shall remain valid and enforceable.
- d) This Lease Deed constitutes the entire agreement between the Parties and supersedes all previous discussions/correspondence and arrangements/agreements between the Parties, if any, whether written, oral or implied concerning the matters covered herein. This Lease Deed shall not be modified, except by amendment(s) in writing duly executed by both the Parties hereto.
- e) This Lease Deed shall be construed in accordance with applicable laws of India and any dispute arising from the subject matter of this Lease Deed shall be adjudicated only in the Court of competent jurisdiction at Mohall.
- f) Any dispute or difference out of or relating to the scope, operation or effect of this Lease Deed or the validity or the breach thereof shall be settled by arbitration, by a sole arbitrator to be appointed by the Lessee, in accordance with the Arbitration and Conciliation Act, 1996 and the

an 21/17

 LESSOR

_____ 
 LESSEE

1 JUN 2018

award made in pursuance thereof shall be binding on the Parties. The venue of arbitration proceedings shall be Mohali.

- g) The Lessor hereby permits the Lessee to procure loans/financial assistance from third party or financial institution, banks etc., from time to time by creating pledge and hypothecation over all or any of the Equipment's, installed at the Demised Premises. Further, it is expressly agreed that the Lessor shall not have any claim, lien or charge on the Equipment's, either for Rent, arrears, fees, compensation or otherwise.
- h) The stamp duty, registration & incidental charges in respect of this Lease Deed and all other documents that may be executed pursuant to this Lease Deed shall be borne by the Lessor and Lessee in equal ratio. The Lessor hereby authorises the Lessee to adjust the above stated Lessor's share in respect of stamp duty, registration charges and incidental charges from the Rent payable to the Lessor. The Lessor also undertakes that if the Lease Deed is terminated for any reason what so ever, prior to above mentioned adjustment of the dues then such unadjusted amount will be paid by the Lessor before taking back the physical possession of the Demised Premises.
- i) This Lease Deed may be signed in any number of counterparts, each of which is an original and all of which, taken together, constitutes one and the same instrument.

"DESCRIPTION OF THE 'DEMISED PROPERTY'"

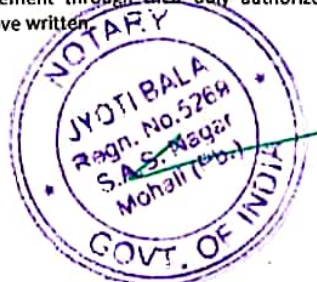
All that piece and parcel of the property having/situated at Kewat no 864/1937
Khatni no 938, Kulano 103/116 U.Po Bohar Teh of Distt Rsa
within the registration jurisdiction of registrar of sub-registrar
and the subject matter of this lease is an area admeasuring 1400 Sq. Ft. Open plot/ Terrace of the building and bounded as follows:-

- On or towards East :-
- On or towards South :-
- On or towards West :-
- On or towards North :-

IN WITNESS WHEREOF the parties hereto have signed this Agreement through their duly authorized representatives at the place and on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED BY
THE LESSOR HEREIN

on 6/1/17
Kaptan Singh S/o Sh. Meersingh
U.Po Bohar Teh of Distt.
Rohatek



SIGNED, SEALED AND DELIVERED BY
THE LESSEE HEREIN
Power of attorney Holder Mr.
In the presence of WITNESS:

Contents of the affidavit/GPA/SPA Agreement/Instrument read over/ explained to Deponent/Declarant/ Executant in his/her language who seemed perfectly & understand the same.

- 1. Name
- Address
- Sign
- 2. Name
- Address
- Sign

on 6/1/17
LESSOR
Page 8 of 8

ATTESTED
Agreement seen & verified
[Signature]
Notary, S.A.S. Nagar
Mohali (Pb.)

LESSEE
INDUS TOWERS LTD- Lease Agreement P&H

1 JUN 2018



indus
TOWERS

By Speed Post AD
Without Prejudice

IN-1342646
06-June-2024

To.
Kaptan Singh
S/o Meer Singh , VPO Bohar Teh & Distt Rohtak Haryana 124021

Subject: Notice for Termination of the Agreement.
Ref: Lease Deed Agreement dated 5/22/2018_(mm/dd/yyyy)

Dear Sir/ Madam(s),

This in reference to the Lease Deed Agreement dated 5/22/2018 (mm/dd/yyyy) ("hereinafter referred to as the "Agreement") entered into by you, whereby for and in relation to the Premises at the Property, Indus has all the legal and contractual rights, including as that of right of access and use under the terms of the Agreement. All capitalized terms, unless specifically provided for herein, shall have the meaning as ascribed to it in the Agreement.

Pursuant to the Clause 9.1 of the Agreement, Indus is hereby giving you 30 days' prior written notice for termination of the Agreement. Upon expiry of above notice period, i.e., from 7/6/2024 (mm/dd/yyyy) the said Agreement shall stand terminated for all purposes ("Effective Date of Termination"). Kindly note that the Effective Date of Termination Indus shall not be liable for payment of any money under whatsoever name or nature either to you or any third party.

You are called upon to provide unhindered access to Indus, its agents, representatives, contractors, etc., for removal of Equipment(s) apparatus, appliances etc., if any from the Premises. Please note that as per the terms of the said Agreement duly signed by you and contractually agreed upon, and where Indus in best of its efforts and due to no fault on its part but due to action(s)/inaction(s) on your part, Indus would not be able to remove Equipment(s) from the Premises, till the time the Equipment(s) is/are lying at the Premises, it shall not be construed that Indus is in illegal possession or occupant of the Premises. Further, Indus shall not be liable or responsible in any manner whatsoever, including for any monies and or any Rent/Fee to you. Additionally, you shall be liable to pay damages to under the said Agreement as well as under the law till Indus removes all of its Equipment(s) from the Premises.



(Authorized Signatory)

5H055476900IN IM:627100547690
SP PUNEWALA SECTOR 9 SAS NAGAR
Counter No:21.11/06/2024.15:25
To:KAPTAN SINGH,VPO BOHAR
PIN:124021, Distt:Rohtak Haryana
From:INDUS TOWERS,PHASE 9 SEC 66
MTR1806
Act:41.00,Trans:20,Art:Prd:41.001(Gest)
Track on: www.industowers.gov.in
Qnet 18002068850 (Clear Bags, Stay Safe)

Indus Towers Limited

Office Address: Bestech Business Towers, 1st Floor, Tower A, Industrial Plot No. 1, Phase - 9, Sector - 66, SAS Nagar (Mohali), India

Registered Office: Building No. 10, Tower A, 4th Floor, DLF Cyber City, Gurugram - 122 002, Haryana, India

CIN: U92100HR2007PLC073822 | Tel: 0124-4296766 | Fax: 0124-4289333 | Email: info@industowers.com

www.industowers.com

Direction No. 76

**COMMISSION FOR AIR QUALITY MANAGEMENT
IN NATIONAL CAPITAL REGION AND ADJOINING AREAS**

17th Floor, Jawahar Vyapar Bhawan (STC Building)
Tolstoy Marg, New Delhi-110001

F. No. A-11018/01/ 2021-CAQM/15322-15331 Dated: 29.09.2023

Subject: Directions under Section 12 of the Commission for Air Quality Management in National Capital Region and Adjoining Areas Act, 2021 – Review of regulations for use of DG sets in NCR.

WHEREAS, Ministry of Environment, Forest and Climate Change, Government of India, in exercise of the powers conferred under Section 3 of the Commission for Air Quality Management in National Capital Region and Adjoining Areas Act 2021, has constituted the Commission for Air Quality Management in National Capital Region and Adjoining Areas (hereinafter referred to as the Commission);

WHEREAS, under Section 12 (1) of the Act, the Commission is vested with powers to take all such measures, issue directions, etc., as it deems necessary or expedient for the purpose of protecting and improving the quality of the air in the National Capital Region and Adjoining Areas;

WHEREAS, Section 12 (2) (ix) of the Act empowers the Commission to issue directions in writing to any person, officer, or any authority and such person, officer or authority shall be bound to comply with such directions;

WHEREAS, Section 12(2)(iv) of the Act empowers the Commission to lay down parameters for discharge of emissions from various sources whatsoever that have implications on the air quality in the region;

3emd

WHEREAS, Section 12(2)(v) of the Act also empowers the Commission to impose restrictions and regulate operations or processes that have implications on air quality in the region;

WHEREAS, the Commission has repeatedly taken up the matter relating to air pollution with the State governments of Haryana, Rajasthan, Punjab, Uttar Pradesh and Government of NCT of Delhi and various organizations concerned of the Central and State Governments/ GNCTD and has issued various Directions, Advisories and Orders for effective implementation of measures for abating air pollution in NCR, from time to time;

WHEREAS, the Commission has observed and has been sensitizing all stakeholders that, amongst others, large-scale unregulated use of Diesel Generator (DG) sets is a major contributing factor for deterioration of air quality in the region;

WHEREAS, in wake of generally prevailing adverse air quality in NCR during the winter season, the Commission, through directions No. 54-57 dated 08.02.2022, followed by Direction No. 68 dated 14.09.2022 and its related orders called for regulated use of DG Sets in the NCR, particularly during the periods of restrictions under the GRAP, subject to adopting emission control measures /devices/ systems such as retrofitted Emission control devices (ECDs) and dual fuel mode (gas and diesel), amongst other means of emission control;

WHEREAS, large number of DG sets operating in the region, even during the periods other than restrictions under the GRAP, cause heavy air pollution and are a matter of concern and thus, with a view to regulating the use of DG Sets even for such periods, the Commission issued Direction No. 71 for expeditious conversion of DG Sets to dual fuel mode, in areas where gas infrastructure and supply is available;

WHEREAS, the Commission from time to time reviewed the progress and status in this matter, in line with various directions issued by it;

3end

WHEREAS, the Commission revisited / reviewed some provisions of the extant directions on the regulated use of DG sets and issued a revised Direction No. 73 dated 02.06.2023, to be applicable across all sectors in the NCR including Industrial, Commercial, Residential and Office establishments etc., as well as permitting more time to implement the schedule w.e.f. 01.10.2023.

WHEREAS, preparatory actions were initiated by various stakeholders towards emission control from DG sets through retro-fitted ECDs and / or dual fuel systems, a number of representations were still being made to the Commission, including deliberations / meetings with various stakeholders in this context, wherein the following were highlighted:

- i. Issues related to availability of certified RECDs and agencies for all capacity ranges and vintages of DG sets.
- ii. Issues related to availability / delays in PNG infrastructure and supply, purely for DG sets.
- iii. Techno-commercial issues, logistics and time involved for fitment of RECDs / conversion to dual fuel mode.
- iv. Issues related to availability of DG sets to the latest standards as in MoEFCC notification No. GSR 804(E) dated 03.11.2022 (CPCB-IV).
- v. No means for emission control in under 19 kW capacity range of DG sets (neither RECDs nor dual fuel mode are available / suited).
- vi. Issues related to use of DG sets for emergency services.

Owing to the above, a number of stakeholders broadly requested for the following:

- (a) Extension of the deadline of 30.09.2023, as laid down in Direction No. 73, by about 3 months.
- (b) Stipulating a condition of '**OR**' instead of '**AND**' towards fitment of RECDs and conversion to dual fuel system, for all categories of DG sets above 19kW capacity.
- (c) Permitting DG Sets of >800 kW capacity to be run uninterruptedly for the durations of power supply failure, subject to compliance of

2amp

standards as in Direction No. 73 dated 02.06.2023, even during restrictions under GRAP.

- (d) Permitting such DG sets of < 125 kW capacity to be run for emergency services, even during the restrictions under the GRAP, where either certified ECDs are presently not available at all or where gas infrastructure and supply is also not available to enable running them in a dual fuel mode.

NOW, THEREFORE, in due consideration of the contentions and submissions made by various stakeholders, issues in ground level implementation, availability of RECDs / dual fuel systems / new gensets to CPCB -IV standards and various other techno-commercial considerations put forth by them, the Commission, pursuant to a comprehensive review and in supersession of all extant directions / orders / guidelines on the regulations for DG sets, now directs for adoption of the following Schedule for regulated operations of DG sets (only as a backup against regular power supply failures) across all sectors in NCR including Industrial, Commercial, Residential and Office establishments etc.:

S. No.	Capacity Range of DG sets	System to be adopted for control of emissions	Regulations for use
1.	Power generating sets of all capacities running on LPG/ Natural Gas/ Bio-gas/Propane/Butane	None	No restrictions (Even during periods under GRAP)
2.	Power generating sets of all capacities up to 800 kW to standards as per MoEFCC notification No. GSR 804(E) dated 03.11.2022	None	No restrictions. (Even during periods under GRAP)

2and

3.	800 kW and above	Any emission control mechanism, strictly subject to compliance of emission standards as indicated below. *	No restrictions (Even during periods under GRAP)
4.	125 kW to less than 800 kW	Dual fuel mode OR Retro-fitted ECDs through certified vendors / agencies	No restrictions (Even during periods under GRAP)
5.	19 kW to less than 125 kW	Dual fuel mode	No restrictions (Even during periods under GRAP) DG Sets not working in a dual fuel mode, only owing to non-availability of gas infrastructure and supply, shall be permitted only for emergency services as stipulated in this direction.
6.	Portable DG sets (below 19 kW)	Presently no specific means of emission control are available in this category / capacity range of DG sets.	No restrictions during the periods, other than restrictions under GRAP. Not to be generally permitted during periods of restriction under GRAP. These shall, however, be permitted even during periods under GRAP only for emergency services as stipulated in this direction.

2014

***Standards for stack emissions for 800 kW and above capacity DG sets**

S.No	Parameter	Emission Standards
i.	PM (at 15% O ₂)	50 mg / Nm ³
ii.	NO _x (at 15% O ₂)	650 mg / Nm ³
iii.	CO (at 15% O ₂)	100 mg / Nm ³
iv.	Minimum DG Stack height	30 meters OR minimum 6 meters above the height of the building where DG set is installed, whichever is higher. For example , if the building height where such DG set is installed is 20 meters, minimum stack height for DG set should be 30 meters from ground level; While, if the building height itself is 27 meters, the minimum stack height for the DG set should be 33 meters from the ground level.

The regulated schedule for operation of DG sets issued vide Direction No. 73 dated 02.06.2023 comes to effect from 01.10.2023. The revised schedule as above further eases out the means of implementation and addresses practical difficulties and techno-commercial concerns of various stakeholders and thus the revised schedule for regulation of DG sets would be in force in the entire NCR w.e.f. 01.10.2023.

Notwithstanding the revised schedule as above, in the interest of not disrupting emergency services and permitting sufficient time for adopting the stipulated emission control mechanism in such existing DG Sets, the Commission, hereby, as a one-time exception, permits DG Sets for all capacity ranges (which have still not been equipped with emission control devices / systems as per the above noted schedule), to be run only for emergency services in the NCR as listed below, even under periods of restrictions under the GRAP, **only up to 31.12.2023** and strictly subject to adherence to the above noted schedule / measures for emission control thereafter:

- (i) Elevators / Escalators / Travelators etc. in various installations; Commercial entities / residential societies shall, however, ensure that operation of DG sets and supply

and

therefrom is purely limited to operation of elevators / escalators / travelators etc. and not for any other activities of commercial entities / residential societies.

- (ii) Medical Services (Hospital/Nursing Home/Health care facilities) including units involved in manufacturing of life saving medical equipment/devices, drugs and medicines.
- (iii) Railway Services / Railway Stations.
- (iv) Metro Rail Corporation & MRTS Services, including trains and stations.
- (v) Airports and Inter-State Bus Terminals (ISBTs).
- (vi) Sewage Treatment Plants.
- (vii) Water pumping Stations.
- (viii) Projects related to national security, defence & of national importance.
- (ix) Telecommunications and IT/ data services.

It is further reiterated that appropriate emission control mechanism shall be put in place on or before 31.12.2023, in respect of DG sets being used in above listed emergency services, to avoid action under the relevant provisions of laws / rules / regulations / directions etc., thereafter.

NCR State PCBs/ DPCC shall ensure compliance of above noted directions and regularly monitor the field level implementation.

— sd —
(Arvind Nautiyal)
Member- Secretary

To

1. The Chief Secretary, Government of NCT of Delhi
2. The Chief Secretary, Government of Haryana
3. The Chief Secretary, Government of Rajasthan
4. The Chief Secretary, Government of Uttar Pradesh

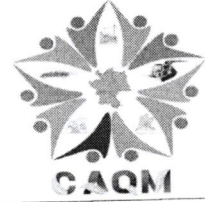
Copy to:

1. Chairman, DPCC
2. Chairman, HSPCB
3. Chairman, RSPCB
4. Chairman, UPPCB
5. Chairman, CPCB.
6. The Chairperson and all Members, CAQM.

— sd —
(Arvind Nautiyal)
Member- Secretary



राष्ट्रीय राजधानी क्षेत्र और निकटवर्ती क्षेत्र
वायु गुणवत्ता प्रबंधन आयोग
Commission for Air Quality Management in
National Capital Region and
Adjoining Areas



F. No.11O16/01/ 2022-CAQM.Vol-III - 787

Dated: 22.02.2024

Subject: Amendments to Direction No. 76 dated 29.09.2023- Regulated use of DG Sets-reg

Pursuant to a comprehensive review and in supersession of all extant directions / orders / guidelines on the regulations for DG sets, Direction No. 76 dated 29.09.2023 was issued by the Commission under section 12 of the Commission for Air Quality Management in NCR & Adjoining Area, Act, 2021, directing for adoption of the Schedule for regulated operations of DG sets (only as a backup against regular power supply failures) across all sectors in NCR including Industrial, Commercial, Residential and Office establishments etc.

2. As certified Retrofitted Emission Control Devices (RECD) are now also available for 61 to 125 KW capacity range of DG sets, Sr. No 4 & 5 in said Direction No. 76 dated 29.09.2023 are hereby amended as under:

S. No.	DG set Capacity range as mentioned in Direction No. 76	DG Set Capacity range as amended now
4.	125 KW to less than 800 KW	61 KW to less than 800 KW
5.	19 KW to less than 125 KW	19 KW to less than 61 KW

3. All other stipulations under the Direction No 76 dated 29.09.2023 will remain unaltered.

Arvind Nautiyal
(Arvind Nautiyal)

To,

1. The Chief Secretary, Government of NCT of Delhi
2. The Chief Secretary, Government of Haryana
3. The Chief Secretary, Government of Rajasthan
4. The Chief Secretary, Government of Uttar Pradesh

Copy to:

1. Chairman, DPCC
2. Chairman, HSPCB
3. Chairman, RSPCB
4. Chairman, UPPCB
5. Chairman, CPCB.
6. The Chairperson and all Members, CAQM

Arvind Nautiyal
(Arvind Nautiyal)
Member- Secretary

17 वी मंजिल, जवाहर व्यापार भवन (एस. टी.सी. बिल्डिंग), टॉलस्टॉय मार्ग, नई दिल्ली-110001
दूरभाष : 011-23701213, ई-मेल : caqm-ncr@gov.in
17th Floor, Jawahar Vyapar Bhawan (STC Building), Tolstoy Marg, New Delhi-110001
Tel:011-23701213, E-mail: caqm-ncr@gov.in