

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,  
PRINCIPAL BENCH, NEW DELHI**

**Original Application No. 750 of 2024**

**IN THE MATTER OF:**

**AJAY KUMAR SINGH**

**.....Applicant**

**Versus**

**STATE LEVEL ENVIRONMENT IMPACT  
ASSESSMENT AUTHORITY**

**UTTAR PRADESH & ORS .**

**.....Respondent(s)**

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**THROUGH**

**DATE: 14.11.2024**

**PLACE: NEW DELHI**



**STHAVI ASTHANA  
ADVOCATE FOR UPSIDA  
C1/131 MOTI BAGH, SHANTI PATH,  
NEW DELHI-110021  
(M): 9711116034  
(E): [STHAVIASTHANA@GMAIL.COM](mailto:STHAVIASTHANA@GMAIL.COM)**



BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL  
PRINCIPAL BENCH, NEW DELHI  
ORIGINAL APPLICATION NO. 750 OF 2024

IN THE MATTER OF:

AJAY KUMAR SINGH

.... APPLICANT

Versus

STATE LEVEL ENVIRONMENT IMPACT  
ASSESSMENT AUTHORITY,  
UTTAR PRADESH & ORS.

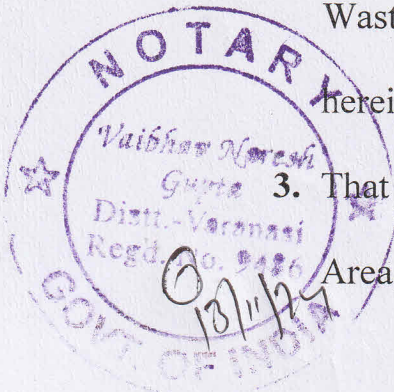
.... RESPONDENTS

RESPONSE AFFIDAVIT ON BEHALF OF RESPONDENT NO. 7,  
UPSIDA

I, Ashish Nath, S/o Sri Kailash Nath, aged about 50 years, R/o 28,  
Vindhyawasini Nagar, Orderly Bazar, Varanasi-221002, do hereby  
solemnly affirm and state on oath as under:

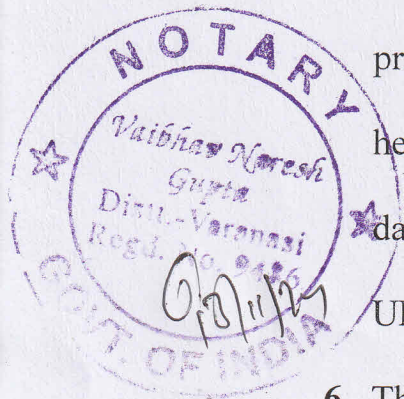
1. That I am Regional Manager, Varanasi of the Respondent No. 7,  
Uttar Pradesh State Industrial Development Authority (hereinafter  
"UPSIDA"). I say that I am fully conversant with the facts of the  
case and in the abovementioned capacity am competent and  
authorized to swear the present Affidavit.
2. That the issue in the present case relates to Common Bio-Medical  
Waste Treatment Facility operated by the Respondent No. 2  
herein, i.e. M/s V R B A Bio Waste Solutions Pvt. Ltd.

3. That the Respondent No. 2 was allotted Plot No. E-46 in Industrial  
Area, Ramnagar Phase 1 on 04.08.2022 during auction by State



Bank of India. A true copy of the Sale Certificate is annexed hereto and marked as **Annexure R7/1**.

4. That Respondent No. 2 applied to the Respondent No. 7 via the Nivesh Mitra portal on 31.08.2022 to have the Plot No. E-46 transferred in their name for setting up Common Bio-Medical Waste Treatment Facility. A true copy of the application dated 31.08.2022 is annexed hereto and marked as **Annexure R7/2**.
5. That in pursuance of the said project, approval letter dated 01.11.2022 was received from the headquarters of UPSIDA, following which permission to transfer the Plot No. E-46 was issued in favour of Respondent No. 2 by UPSIDA for setting up of Common Bio-Medical Waste Treatment Facility in the said plot vide letter dated 02.11.2022. As per Clause 8 of the terms and conditions of the transfer letter, it was mandatory to obtain No Objection Certificate from the Uttar Pradesh Pollution Control Board (hereinafter "UPPCB") before setting up the proposed project. A true copy of the letter dated 01.11.2022 is annexed hereto and marked as **Annexure R7/3**. A true copy of the letter dated 02.11.2022 issued in favour of Respondent No. 2 by UPSIDA is annexed hereto and marked as **Annexure R7/4**.
6. That the Respondent No. 2 obtained Consent to Establish (CTE) from UPPCB on 08.09.2023 and Environmental Clearance from



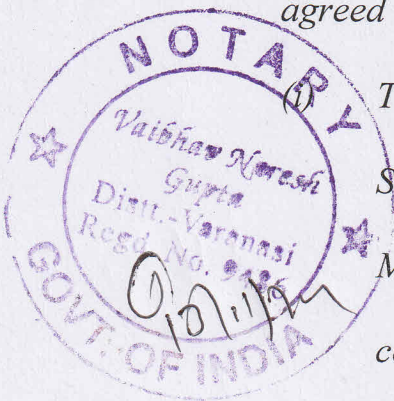
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the State Level Environmental Impact Assessment Authority on 22.11.2023. A true copy of the Environmental Clearance dated 22.11.2023 is annexed hereto and marked as **Annexure R7/5**.

7. That the allottee registered the sale deed with SBI on 16.12.2023, following which an agreement was executed between UPSIDA and the Respondent No. 2 on 18.03.2024 which was registered on 20.03.2024. As per Clause 3 and 4 of the said agreement, all the terms and conditions of the earlier executed lease deed for this plot would be binding on the present allottee. Clause 4 of the agreement dated 18.03.2024 provides as follows:

*“WHEREAS the lessor has agreed to accept the Sale letter and Sale deed making M/s VRBA Bio Waste Solution Pvt. Ltd. as the lessee of the plot and a letter has been issued in the above regard on 16.03.2024 date acknowledging the same. The said letter forms a part of this agreement.*

*Now therefore this indenture witness herewith and it is hereby agreed upon by Lessor & Lessee that:*



*The lessee has agreed to run the unit on the said plot for Setting up of Unit Common Bio Medical Waste Management Facility and to abide by the terms and conditions contained in the Lease Deed.*

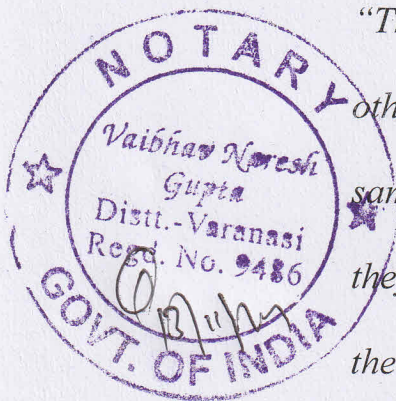
*[Handwritten signature]*

- (ii) *The lessee in addition has further agreed to abide by the prevailing rules and regulations of the Lessor.*
- (iii) *The lessee has agreed to abide by all the other conditions of letter no. 1562-66 dated 02.11.2022 & No. 1956-57/UPSIDA/Varanasi Dated 16.03.2024 of the lessor.*
- (iv) *The Lessor in turn agrees to provide all the facilities available to other lessees of the I.A. IIDC."*

A true copy of the agreement dated 18.03.2024 between the Respondent No. 2 and UPSIDA is annexed hereto and marked as **Annexure R7/6**. A true copy of the earlier executed lease deed with the prior allottee and registered on 24.03.1987 is annexed hereto and marked as **Annexure R7/7**.

8. That Clause 3(d) of the earlier executed lease deed with the prior allottee, registered on 24.03.1987, provided as follows:

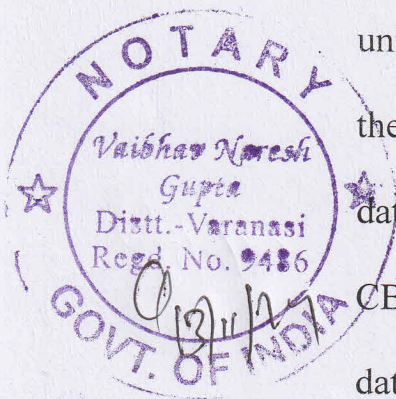
*"That the lessee will obey and submit to the rules of municipal or other authority now existing or hereafter to exist so far as the same relate to the immovable property in the area or so far as they affect the health, safety, convenience of other inhabitants of the place and shall not release any obnoxious gaseous liquid or solid effluents from the unit. He shall make his own arrangement for the disposal of effluents in accordance with the terms and conditions of the state effluent board/ U P Pollution Control*



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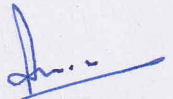
*Board or any other authority competent to make rules, regulations, bye-laws & laws in this behalf from time to time, any breach of such law, rules, regulations and bye- laws shall be liability solely of the lessee.”*

9. That therefore, as per the above, the allottee is bound to comply with the rules, regulations, bye-laws and laws of UPPCB in force from time to time for setting up the unit. In the event that any of the above terms and conditions are violated by the allottee in any manner, then the allottee bears sole responsibility for the same.
10. That in the event UPSIDA is informed by the concerned authorities of violation of any of any of the aforementioned terms and conditions by the lessee/ Respondent No. 2 herein, UPSIDA will take appropriate action as per law.
11. That a letter dated 22.10.2024 from UPPCB was received by the Respondent No. 7 wherein UPPCB had asked for details regarding units permitted within Ramnagar Industrial Area. In pursuance of the same, the Respondent No. 7 has replied to UPPCB vide letter dated 13.11.2024 wherein the details of units established near the CBWTF in Plot No. E-46 were provided. A true copy of the letter dated 13.11.2024 sent by UPSIDA to UPPCB is annexed hereto and marked as **Annexure R7/8**.



A handwritten signature in blue ink, consisting of a stylized name followed by a horizontal line.

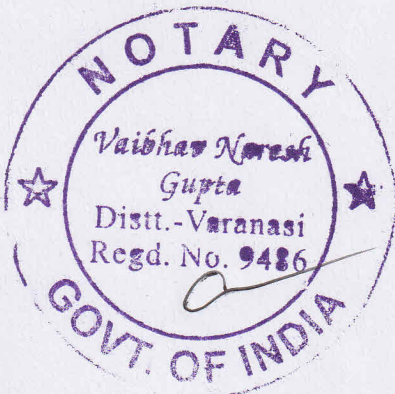
12. That the above response of Respondent No. 7, is submitted before this Hon'ble Tribunal for kind perusal and consideration.

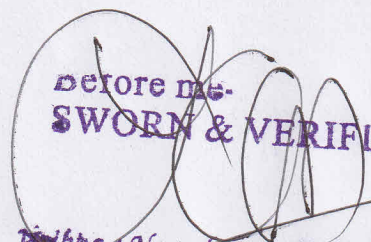
  
DEPONENT

**VERIFICATION**

Verified at Varanasi on this 13 day of November 2024 that the contents of the above affidavit are true and correct to the best of my knowledge and belief and nothing material has been concealed therefrom.

  
DEPONENT



  
before me-  
SWORN & VERIFIED  
13/11/2024  
Vaibhav Naresni Gupta (Advocate)  
NOTARY (Govt. of India)  
Regd. No. 9486  
Civil Courts Compound  
Varanasi (U.P.) INDIA



भारतीय स्टेट बैंक  
STATE BANK OF INDIA

### CERTIFICATE OF SALE

(For Immovable Property)

[Rule – 9 (6) of the Security Interest (Enforcement) Rules, 2002]

Whereas,

The undersigned Shri Sushil Kumar Saroj S/o Shri Ram Jas aged 37 years being the Authorized Officer of the State Bank of India under Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and in exercise of the powers conferred under section 13 read with rule 9 of the Security Interest (Enforcement) Rules, 2002 sold on behalf of the State Bank of India in favour of M/s VRBA Bio Waste Solution Private Limited, N-1-66-R-25, Shiv Prasad Colony, Varanasi, Uttar Pradesh - 221005, the immovable property shown in the schedule below secured in favor of State Bank of India by M/s Metal Alloy (Proprietor Shri Surendra Prasad Jaiswal), E-46, Industrial Area, Ramnagar, Phase – 1, Chandauli, Uttar Pradesh – 221110 towards the financial facility Cash Credit offered by State Bank of India. The undersigned acknowledges the receipt of Rs.2,16,46,000.00 (Rupees two crore sixteen lacs forty six thousand only), being the sale price in full as the highest bid amount in the auction and handed over the delivery and possession of the scheduled property. The sale of the scheduled property was made free from all encumbrances known to the secured creditor listed below on deposit of the money demanded by the undersigned.

#### Description of the immovable property

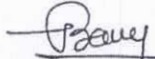
Land and building bearing survey no. E-46 situated at plot No. E-46 situated within the industrial area at Ramnagar in Village - Patnawa, Pargana - Ramnagar, District – Chandauli admeasuring area 1771 square meter, registered at Book no. 1, Volume no. 111, Pages 38, Book no. 1, Volume .110, Pages 176/213, Document no. 5 registered on 24.03.1987 in the office of Sub-Registrar, Ramnagar, Varanasi in the name of M/s Metal Alloy, proprietor Shri Surendra Prasad Jaiswal .

Bounded:

North	Plot No. E-39
South	Road
East	Plot No. E-47
West	Plot No. E-45

Date: 04.08.2022

Place: Prayagraj (Allahabad)

  
(Authorized Officer)  
State Bank of India

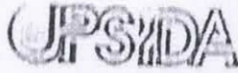


Stressed Assets Recovery Branch, Allahabad  
4, Kutchery Road, 1st Floor  
SBI Building, Prayagraj - 211002

SBI Bank Ltd  
22 0537 2260460  
sbi 10039@sbi.co.in

तनावग्रस्त जास्तिची वसूली शाखा, इलाहाबाद  
4, कचेरी रोड, 1st फ्लोर  
SBI बिल्डिंग, प्रयागराज - 211002





Form No : VHS32543

Date : 31/08/2022

U.P. STATE INDUSTRIAL DEVELOPMENT AUTHORITY, KANPUR  
(Head Office: A-1/4, LAKHANPUR, POSTBOX NO. 1050, KANPUR 208024)

### Application Form For Transfer of Industrial Plot/Shed

To,  
The Managing Director,  
U.P. State Industrial Development Authority,  
A/14, Lakhanpur, KANPUR-208024

Dear Sir/Madam,

I apply for transfer of plot/shed in industrial area/estate of the corporation. The details are given below.

#### A. Transfer Details

##### Particulars of the plot for transfer

District :	VARANASI	Industrial Area :	Ram Nagar-1
Plot No :	E-46	Plot Area(In Sqmt) :	1771.00

##### Particulars of the Transferer

Constitution of Firm/Company :	Individual/Sole Proprietorship firm
Name of the Firm/Company :	M/S Metal Alloy
Authorised Person :	Shri Surendra Prasad Jaiswal
Pan No :	
CIFR No :	
Phone :	9415302185
Email Id :	metalalloy9@gmail.com
Address :	D-50/156, Nal Sarak, Varanasi
Application ID :	SER20220831/4/29038/57840



#### Individual/Sole Proprietorship firm Details

S.NO	Name	Address	Phone No	Email Id
5	Shri Surendra Prasad Jaiswal	D-50/156, Nal Sarak, Varanasi	9415302185	metalalloy9@gmail.com

**B. Transfer Documents**

S.NO	CheckList	Checklist Description	Document uploaded
14	Transferer Record	Sale Deed	BRN3C2AF46BDC02_025714.pdf
15	Transferer Record	Sale Certificate	BRN3C2AF46BDC02_025714.pdf
16	Transferer Record	Supporting Documents For Commercial operation of Unit	Statement .pdf
17	Transferer Record	Possession Certificate	BRN3C2AF46BDC02_025714.pdf

**C. Transfree Details****Particulars of the Transfree**

Constitution of Firm/Company : Private Limited/LLP

Name of the Firm/Company : M/S VRBA BIO WASTE SOLUTION PVT LTD

Authorised Person : BIMLESH KUMAR SINGH

Pan No : AAHCV3492R

CIN No :

Phone : 8573025000

Email Id : vrbabiowastesolution@gmail.com

Address : 179,KODOPUR, RAM NAGAR, BHITTI, VARANASI-221008



S.NO	Name	Shares (In %)	Address	Phone No	Email Id
1	VIRENDRA PRATAP SINGH	25.00	N1/66-R-25, LANE NO.3, SHIV PRASAD GUPT COLONY	8573025000	vrbabiowastesolution@gmail.com
2	BIMLESH KUMAR SINGH	25.00	179, KODOPUR RAM NAGAR BHITTI VARANASI	8573025000	vrbabiowastesolution@gmail.com
3	ASHOK VERMA	25.00	SAMNEGATH BHAGWANPUR VARANASI	8573025000	vrbabiowastesolution@gmail.com
4	RATAN DEO SINGH	25.00	PN-12 BRAHMANAND EXTENTION DURGAKUND VARANASI	8573025000	vrbabiowastesolution@gmail.com

† Details

1 PM

## Land Allotment Application

Type of industry : OTHER-MANUFACTURING  
 Proposed Product : COMMON BIO-MEDICAL WASTE  
 MANAGEMENT FACILITY

**Project Costing Details**

Estimated Cost of the project(In Lacs) :	₹275.00	Estimated Employment Generation(In Nos)	20.00
Estimated Project Start Period(In Months) :	12	Related Work Experience(In Months) :	12

**Layout plan of land**

Covered area(In %) :	40.00	Open area(In %) :	60.00
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**Details of the investment(in Rs)**

Investment In Land (In Lacs) :	₹70.84	Investment In Building (In Lacs) :	₹125.00
Investment In Machine & Equipments(In Lacs)	₹85.00	Investment In Other Fixed Assets (In Lacs) :	₹2.0
Investment In Other Expenses (In Lacs) :	₹5.00		

Will any fumes be generated in the process of manufacture and if so, their nature and quantity? No

Industrial Category Green

**Power Requirement (in KW)**

In KW : 62.5

**Other Relevant Information**

Net Worth(In Lac) :	₹270.00	Is Project Require Expansion :	No
Net Turnover(In Lac) :	₹300.00		
Whether The Company Is 100% Export Oriented Industry :	No		
Applicant Priority Category Specification :			

**E. Payee/Transfree Account Details**

Payee Name	M/S VRBA BIO WASTE SOLUTION PVT LTD	Bank Name	ICICI BANK
Account No	217905500405	IFSC Code	ICIC002179
Branch Name	DURGA KUND	Branch Address	DURGA KUND VARANASI

**F. Transfree Documents Upload**

S.NO	CheckList	Checklist Description	Document uploaded
1	Applicant Status	Certificate of Incorporation	BRN3C2AF46BDC02_025685.pdf
2	Applicant Status	Company Profile	BRN3C2AF46BDC02_025685.pdf
3	Canceled Cheque	Copy of Cancel Cheque for verification of bank details for refund	Cancelled Check .pdf

H.O.:

*[Signature]*

11 PM

## Land Allotment Application

4	Project Profile	Project Profile duly signed by the Applicant	BRN3C2AF46BDC02_025715.pdf
5	Applicant Status	Memorandum and Article of Association	BRN3C2AF46BDC02_025685.pdf
6	Proposed Turnover	Document showing net worth or turnover of previous year and relevant experience.	BRN3C2AF46BDC02_025702.pdf
7	Reserved category	Certificate in case of reserved category i.e SC/ST/PH	BRN3C2AF46BDC02_025715.pdf
8	Proposed Land Utilisation	Proposed land utilisation Plan duly Signed by Applicant	BRN3C2AF46BDC02_025715.pdf
9	Applicant Status	List of Shareholders and Directors along with their Shareholdings authenticated by CA	BRN3C2AF46BDC02_025685.pdf
10	Proposed Turnover	Sales Certificate	BRN3C2AF46BDC02_025714.pdf
11	Applicant Identity	Identity Proof duly signed by Applicant (Aadhar Card/PAN Card)	BRN3C2AF46BDC02_025702.pdf
12	Applicant Status	Board Resolution	BRN3C2AF46BDC02_025685.pdf
13	Certificate for 100% Export EOU	Certificate issued by Directorate of industry and Export promotion council in case of 100% EOU.	BRN3C2AF46BDC02_025685.pdf

## G. Acknowledgement Details

Transfer Applicable Case : Transfer of functional unit  
 Enter your covered area (in sqr mtr) : 532.00  
 Unit is under production for more than 2 years : Yes  
 Levy Type : Full Levy

## H. Payment

Dated: September 6, 2022

Statement of Estimated Deposits

Application Reference Number SER20220831/4/29038/57840NM Unit ID UPSWP22155274601  
 Applied in the name of BIMLESH KUMAR SINGH Address 179,KODOPUR, RAM NAGAR, BHITTI, VARANASI-221008  
 Payment Mode Nivesh Mitra Payment Gateway Transaction Ref No 70634407  
 Payment Received Date 9/3/2022 12:00:00 AM Payment Status Payment Completed

Option : Based on Entered Plot Size

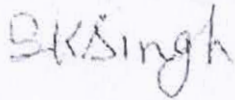
Required Plot Size 1771.00 SQmtrs.

A. Applicable Fees ₹2360.00  
 B. Applicable Deposits ₹354200  
 Total Applicable Charges(A+B) ₹356560.00

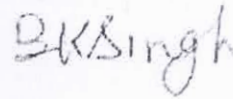
J1 PM

## Land Allotment Application

S.NO	Description	Amount
A. Applicable Fees		
1	Transfer Processing Fee (From Transferee)	2000.00
2	GST 18% on Transfer Processing Fee (From Transferee)	360.00
Sub Total Applicable Fees		₹2360.00
B. Deposits		
1	Transfer Levy	354200
Sub Total Deposits		₹354200
Total Payable ( A+B)		₹356560.00



Transferee Signature



Transferar Signature

**Disclaimer:**The information given in the above application is true to the best of my knowledge and belief. The general conditions for allotment of plot/shed and grant of lease indicated in this application form for allotment of plot/shed in the industrial area has been read carefully and understood by me and are fully acceptable to me. I further agree to abide by any and all changes made in the general conditions by the corporation from time to time.



17-10-2022

UP State Industrial  
Development Authority

UPSIDA

क्षेत्रीय प्रबन्धक,  
उपरोक्त औद्योगिक  
कारणसी।

UPSIDC Complex, A-1/4,  
Lakhanpur,  
Kanpur-208024, Tel No. :  
0512-2410027  
Website: www.onlineupsidc.com  
Email ID: lasectionupsidc@gmail.com

सं० २५०३ / यूपीसीडा / आईए / E-46 Kazi Kafilwan

दिनांक 01/11/2022

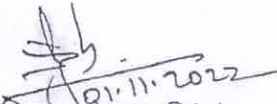
विषय: भूखण्ड संख्या ई-46, औ०क्षे० रामनगर-प्रथम, चन्दौली के सम्बन्ध में।

महोदय,

कृपया उपरोक्त विषयक अपने पत्र संख्या 1151 दिनांक 15.09.2022 एवं तत्सम्बन्धित समस्त पत्रों का सन्दर्भ ग्रहण करने का कष्ट करें जिसके द्वारा प्रश्नगत भूखण्ड के नीलामी में कंता के ऑनलाईन आवेदन पत्र दिनांक 03.09.2022 के क्रम में आप द्वारा भूखण्ड का लीजहोल्ड मेसर्स वी०आर०बी०ए० बायोवेस्ट सोल्यूशन प्रा०लि० के पक्ष में 05 प्रतिशत लेवी लेते हुए नामांतरण की अनुमति प्रदान करने की संस्तुति सहित मुख्यालय के निर्णय से अवगत कराने का अनुरोध किया गया है।

तत्कम में आप द्वारा प्रस्तुत आख्या प्रपत्रों एवं संस्तुति के दृष्टिगत सम्यक विचारोपरान्त भूखण्ड स० ई-46 रामनगर-प्रथम चन्दौली को मेसर्स मेटल एलाय से स्टेट बैंक आफ इण्डिया द्वारा की गयी नीलामी द्वारा निर्गत सेल प्रमाण पत्र दिनांक 04.08.2022 के आधार पर मेसर्स वी०आर०बी०ए० बायो वेस्ट सोल्यूशन प्रा०लि० के पक्ष में Common Bio-Medical Waste Management Facility की इकाई स्थापना हेतु 05 प्रतिशत हस्तांतरण शुल्क लेते हुए अनुमोदन शर्त के साथ प्रदान किया जाता है कि आप द्वारा यह सुनिश्चित किया जायेगा कि सेल लेटर के उपरान्त सरेण्डर डीड कराते हुए लीजडीड(निर्मित क्षेत्र की लीज वित्तीय संस्था द्वारा आंगणित धनराशि के साथ) यूपीसीडा कराना सुनिश्चित करेगा।

अतः उपरोक्त निर्णय के अनुपालन में प्राधिकरण के नियमानुसार समस्त शर्तों का उल्लेख करते हुए हस्तान्तरण विषयक अनुमोदन पत्र निर्गत करें तथा कृत कार्यवाही से मुख्यालय को भी अवगत कराने का कष्ट करें।

  
(अरविन्द मोहन सिंह)  
प्रभारी (औ०क्षे०)



Regional Office, VARANASI  
UPSIDC  
Plot No 11 Gangapuri colony, first  
floor  
Mahmoorganj, Varanasi  
Tel No. : 9412523022  
Email ID: rmvaranasi@upsidc.com  
Website: www.onlineupsidc.com

Ref.No:SER20220831/4/29038/57840/SIDC-IA/Ram Nagar-1/1562-66

Date:02/11/2022

To,

M/S VRBA BIO WASTE SOLUTION PVT LTD  
179,KODOPUR, RAM NAGAR, BHITTI, VARANASI-221008



Subject:-Permission for Transfer of Plot No E-46 in the Industrial Area Ram Nagar-1

Dear Sir/Ma'am,

Please refer to your application dated 03/09/2022 regarding transfer of above noted plot in your favour after E-auction by state bank of India, SARB, Prayagraj as informed vide letter No. SARB/ALLD/2022-23/AKS/355 dated 08/08/2022 for setting up of unit : COMMON BIO-MEDICAL WASTE MANAGEMENT FACILITY .

In above connection, we are pleased to permit the aforesaid request for transfer of plot subject to payment of transfer levy @ 5.00 % of prevailing premium i.e. Rs.4000 per square meter on 1771 square meter on the following terms and conditions:-

1. You shall clear your total outstanding dues amounting to Rs. 0 (towards Premium Rs.0 Interest of Premium Rs.0, Maintenance Charges Rs0 , Interest on Maintenance Charges Rs0 and Lease Rent Rs.0 ,GST on Lease Rent Rs0, Time Extension Fee Rs. 0, Interest on Time Extension Fee Rs.0 ) within 30 days from the date of this letter.
2. Deposits made by ex-allottee against the plot will be adjusted first towards Interest and Lease Rent upto date of payment and balance if any, towards premium. In case a balance payability is found after adjustment as above, the same shall be payable by you.
3. The existing allotment/transfer dated 14/06/1984 Agreement dated 22/12/1984 Possession Memo dated 27/02/1987 and Lease Deed Executed dated 27/02/1987 shall be surrendered by ex-allottee in favour of the UPSIDC/UPSIDA along with the possession of above noted plot.
4. You will shall need to submit Non-Judicial Stamp Papers/ Bank Guarantee as per the norms of Distt. Treasury, Chandauli/ Bank for execution of lease deed of plot within 60 days from the date of this letter.
5. Transfer of vacant and utilized plot shall not be allowed.
6. In case of any demand of Stamp Papers is made in respect to transfer of plot by Government of U.P. the same shall be borne by you.
7. You may either submit Sale deed for structure situated over the plot or submit additional Stamps/ Bank Guarantee towards the cost of constructions/ machinery on the plot. within 30 days from the date of this letter alongwith stamps as mentioned above point number 5.
8. **LEASE DEED:-**  
You shall have to get lease deed executed in your favour on new terms & conditions within 60 days from the date of issuance of this letter by submitting stamps mentioned above alongwith other documents. You will have to submit NOC of pollution Control Board for proposed manufacturing item before execution of lease deed.
9. Lease Period shall be allowed to you for the remaining period of originally allowed lease i.e. 90 years from 14/06/1984
10. **POSSESSION FORM:-**  
You will take the possession of the plot just after execution of Lease Deed or latest by 01 month from the date of execution of Lease Deed
11. **BUILDING PLAN APPROVAL:-**

You shall have to submit building plan within 1 month from the date of possession. If no building plan is submitted by you within 3 months, the allotment will be cancelled as per rules.  
You shall establish unit on the plot covering minimum 30% of plot area within a period not exceeding 1 years.

Following documents shall have to be submitted as a proof of production :-

- Udyog Aadhar Showing the plot no and date of stating production
- GST Registration and GST returns showing plot address.
- Meter Sealing Certificate and Electricity Bills of First 3 months of the plot address.
- Sale and Purchase Bill of raw material and finished goods for first 3 months along with purchase of Machinery Bills.

13. Allotment/Transfer/ Lease shall be liable to be terminated if any of the activities mentioned at 10, 12, 13, and 14 is not executed/ completed within the time stipulated.
14. You shall also have to deposit all dues within 30 days of date of demand communicated by the UPSIDA from time to time such recurring fee in nature of Service and/or Maintenance Charges of whatever description (including charges for supply of water, of expenses of maintenance or roads, culverts, drains, parks etc. and other common facilities and services) as may from time to time be determined by Authority/Corporation and in case of default you shall liable to pay interest @ 14 p.a. on the amount due.
15. You shall be liable to pay Lease Rent @ Rs. 1/- per sqm. per year for period of initial 1st 30 years, @Rs. 2.5/- per sqm. per year for the next 30 years after expiry of 1st 30 years and @ Rs. 5/- per sqm. per year for next after expiry of next 30 years.
16. You shall not be allowed to reconstitute/ change project on/ sublet/ transfer/ subdivide/ amalgamate/ mortgage/ change partners or shareholders without prior approval in writing by this Authority/Corporation. Any such act without due permission may result in cancellation of the allotment/transfer /lease.
17. You shall abide by all the relevant Government rules and norms corresponding to the project you are intending to set up and shall be required to seek necessary permissions before setting up the unit. You shall further indemnify the Authority/Corporation against any such violation/ breach committed by you.
18. The transfer/ allotment / lease shall become null and void in case it is revealed subsequently that the same was obtained by you by submitting false, fictitious and/ or fabricated documents facts.
19. The above offer shall be valid till the expiry date mentioned in the letter or 30 days from date of issue of this letter, whichever is earlier. If after expiry of the offer the applicant requests for extension of offer and the reasons for the default submitted by him/her are found just and proper to the satisfaction of Management and the offer is extended, by UPSIDA interest shall become payable @ 14 % from the date of this letter. However, if the prevailing rate of the allotted area changes or due to passage of time, percentage of levy changes, then the offer can only be renewed on new allotment rates/levy only.
20. You will mention in the postal address or your corresponding letters invariably the name of UPSIDC/UPSIDA Industrial Area Ram Nagar-1
21. Additional clause/s as mentioned in attached page shall also remain part of terms of transfer & binding on you

Kindly confirm your acceptance in writing to above terms and conditions within 07 days from the date of this letter, failing which this offer shall stand automatically withdrawn.

Your's faithfully,



(Ashish Nath)  
Regional Manager

Ref. No SER20220831/4/29038/57840

1562-66

/SIDC-IA Ram Nagar-1

Plot No:- E-46

Dated : 02/11/2022

Copy to following for information and necessary action please:-

1. Incharge (Indl. Area), A-1/4, UPSIDC Complex, Lakhanpur, Kanpur 208024 (U.P.)
2. Deputy Commissioner Industries, District Industries Center, chandauli (U.P.).
3. Shri Surendra Prasad Jaiswal R/o:-D-50/156, Nai Sarak, Varanasi
4. Assistant General Manager, State Bank of India, SARB, 1<sup>st</sup> floor 4 kutchery road, Prayagraj-211002



(Ashish Nath)  
Regional Manager

ENVIRONMENTAL  
CLEARANCE

Government of India  
Ministry of Environment, Forest and Climate Change  
(Issued by the State Environment Impact Assessment  
Authority (SEIAA), UTTAR PRADESH)

To,

The Director  
VRBA BIO WASTE SOLUTION PRIVATE LIMITED  
Lane No- 3, N1/66-R-25  
Shiv Prasad Gupt Colony Lanka -221005

**Subject:** Grant of Environmental Clearance (EC) to the proposed Project Activity under the provision of EIA Notification 2006-regarding

Sir/Madam,

This is in reference to your application for Environmental Clearance (EC) in respect of project submitted to the SEIAA vide proposal number SIA/UP/INFRA2/417371/2023 dated 08 Feb 2023. The particulars of the environmental clearance granted to the project are as below.

- |  |   |
|--|---|
| 1. EC Identification No.                   | EC23B057UP110406  |
| 2. File No.                                | 7624-7222   |
| 3. Project Type                            | New   |
| 4. Category                                | B   |
| 5. Project/Activity including Schedule No. | 7(d)(a) Common Bio-Medical Waste Treatment Facility   |
| 6. Name of Project                         | Proposed Common Bio Medical Waste Treatment Facility (CBWTF) by VRBA Bio Waste Solution Pvt. Ltd. at E-46, Industrial area, Ramnagar, Phase-1, Chandauli, Uttar Pradesh, 221110 |
| 7. Name of Company/Organization            | VRBA BIO WASTE SOLUTION PRIVATE LIMITED   |
| 8. Location of Project                     | UTTAR PRADESH   |
| 9. TOR Date                                | N/A   |

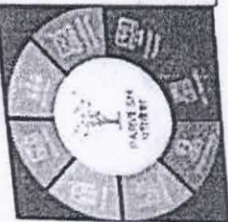
The project details along with terms and conditions are appended herewith from page no 2 onwards.

Date: 22/11/2023

(e-signed)  
Ajay Kumar Sharma  
Member Secretary  
SEIAA - (UTTAR PRADESH)

*Note: A valid environmental clearance shall be one that has EC identification number & E-Sign generated from PARIVESH. Please quote identification number in all future correspondence.*

*This is a computer generated cover page.*





Directorate of Environment, U.P.  
Vineet Khand-1, Gomti Nagar, Lucknow- 226010  
E-Mail- doeuplko@yahoo.com, seiaaup@yahoo.com  
Phone no. 0522-2300541

Reference- MoEFCC Proposal no- SIA/UP/INFRA2/417371/2023 & SEIAA, U.P. & File no-7624-7222

**Sub: Environmental Clearance for Proposed Common Biomedical Waste Treatment Facility at Khasra No.- E-46, Industrial Area, Ramnagar, Phase-1, Chandauli, Uttar Pradesh, M/s VRBA Bio Waste Solution Pvt. Ltd.**

Dear Sir,

This is with reference to your application / letter dated 08-02-2023 & 20-02-2023 on above mentioned subject. The matter was considered by 788<sup>th</sup> SEAC in meeting held on 19-09-2023 and 767<sup>th</sup> SEIAA meeting held on 26-10-2023.

A presentation was made by the project proponent along with their consultant M/s Environment Management Division of M/s India Glycols Limited, Kashipur to SEAC on 19-09-2023.

**Project Details Informed by the Project Proponent and their Consultant**

The project proponent, through the documents and presentation gave following details about their project –

1. The environmental clearance is sought for Common Biomedical Waste Treatment Facility at Khasra No.- E-46, Industrial Area, Ramnagar, Phase-1, Chandauli, Uttar Pradesh, M/s VRBA Bio Waste Solution Pvt. Ltd.
2. Standard terms of reference in the matter were issued through online Parivesh Portal on 24/08/2022 and EIA report submitted on 08/02/2023.
3. Salient features of the project as submitted by the project proponent:

S.No.	Parameters	Description			
1.	Identification of Project	The Proposed project of CBWTF falls under Category B-1, schedule 7(da) as per the EIA Notification 14th Sep, 2006 and subsequent amendments dated 1st December, 2009 & 17th April, 2015.			
2.	Project Proponent	M/s VRBA Bio Waste Solution Pvt. Ltd.			
3.	Brief description of nature of the project	Biomedical waste is generated from all health care institutions; nursing homes, clinics, dispensaries, veterinary institutions, animal houses, pathological laboratories, blood banks etc. The responsibility of collection, treatment and safe disposal of all types of solid wastes rests with the generator. A Common Bio-medical Waste Treatment Facility (CBWTF) is proposed to be set up where bio-medical waste, generated from a number of healthcare units, will be suitably treated as per the prescribed procedure & norms laid down in the regulation. Proposed project of setting up of the Common Bio-medical Waste Treatment Facility includes Incinerator, Autoclave, Shredder and Effluent Treatment Plant.			
5.	Proposed plant capacity	Proposed Capacity of CBWTF: <table border="1"><thead><tr><th>Equipment</th><th>Capacity</th><th>Number</th></tr></thead><tbody></tbody></table>	Equipment	Capacity	Number
Equipment	Capacity	Number			

		Incinerator	300 kg/hr	1
		Autoclave	1000 Litre/Batch	1
		Shredder	150 kg/hr	1
		Chemical Disinfection Tank	1500 Ltr	1
		Effluent Treatment Plant	10 KLD	1
6.	Category of Projects	Category "B1" and Schedule- 7(da)		
7.	Number of working days	365		
8.	Total Plot Area	0.553 acres		
9.	Khasra Number	E-46 & Khasra no. 148/5		
10.	Location	E-46, Industrial area, Ramnagar, Phase-1, Chandauli, Uttar Pradesh & Khasra no. 148/5, Singhitali Ramnagar, Industrial Estate, Phase-2, Chandauli.		
11.	Coordinates of the Plant	1. 25°14'51.96"N 83° 3'34.33"E 2. 25°14'51.66"N 83° 3'35.31"E 3. 25°14'50.22"N 83° 3'34.70"E 4. 25°14'50.14"N 83° 3'33.53"E		
12.	Elevation	78m-80 m		
13.	Nearest habituated area	Hamidpur, Approx. 1.09 km towards West		
14.	Nearest Main Public Road	SH-19 is about Approx. 0.57 Km towards North.		
15.	Nearest Railway station/Airport	Jeonathpur Railway Station, approx. 1.68 km in SSE direction. Pt. Deen Dayal Upadhyaya Railway Station, approx. 7.22 km.in NNE direction Lal Bahadur Shastri International Airport, approx. 30.15 km in North West direction		
16.	Nearest water body	Ganga River, approx. 2.99 km in West direction		
17.	Water requirement	Water requirement for the proposed CBWTF project is 11 KLD. Fresh- 7.10 KLD Recycled- 3.90 KLD		
18.	Source of water	Ground water Supply (Water will be abstracted only after getting NOC from CGWA).		
19.	Wastewater Generation	Waste water generated from the treatment of Biomedical waste during autoclaving, washing of floors, and domestic purpose etc. is 5.25 KLD and it shall be treated in effluent treatment plant and reuse in process		
20.	Man Power-	During Construction phase, the labors and workers will be hired from nearby villages. Total 20 persons are proposed to hire for plant operation including officers, skilled and unskilled workers.		
21.	Air Pollution Control Device	Wet Scrubber, Cyclone and Bag Filter		
22.	Nos. of Stack	2		
23.	Power requirement	DG Set of 82.5 KVA is proposed for the project and lines will be taken from the authorized electricity board. ~ 1% of the total power load will meet through solar energy.		
24.	Alternative site	No Alternative site is examined		

25.	Land form, Land use and land ownership	The land for project is E-46, Industrial area, Ramp Phase-1, Chandauli, Uttar Pradesh.
26.	Conclusion T	The estimated cost of the Project is Rs. 2.80 Cr.

## 4. Water calculation details:

S. No.	Requirement for	Water Consumption	Process Losses	Waste water generation	ETP losses	Recycled/ Reuse
A.	Process (Scrubbing)	2.40	1.40	1.00	0.20	0.80
B.	Steam Generation (Autoclaving)	0.20	0.05	0.15	0.05	0.10
C.	Miscellaneous i.e., Floor washing, Vehicle washing etc.	3.80	0.20	3.60	0.60	3.0
D.	Domestic Purpose	0.60	0.10	0.50	0.00	0.00
E.	Green Belt	4.0	4.0	0.00	0.00	0.00
Total (KL/Day)		11.0 7.10 (Fresh) + 3.90 (Recycle)	5.75	5.25	0.85	3.90

- Waste water (4.75 KLD) is being generated from the Industrial Process will be subjected to Proposed ETP (Capacity- 10.0 KLD). Treated water from (3.90 KLD) will be reused in scrubber for cooling purpose and green belt purpose.
- The entire system shall be a zero discharge system in terms of wastewater discharge from the process as recirculated through ETP.
- Domestic Wastewater shall be treated in a soak pit/septic tank.

## 5. Solid waste details:

Total No. of Employees	20
Assuming per capita solid waste generation rate as 0.2 kg/capita/day	
Quantity of solid waste generated	4.0 kg/day
Organic solid waste: 60 % of the total waste	2.40 kg/day
Inorganic solid waste : 40 % of the total waste	1.60 kg/day
Disposal of domestic solid waste	Domestic wastes are segregated at source, collected in bins and composted.

## 6. Hazardous waste details:

Sl. No.	Source	Quantity of hazardous waste Generated (Approx.)	Category according to Schedule I of hazardous waste	Treatment/ Disposal
1.	Spent Oil from DG set	5.0 MTPA	5.1	Handed over to authorized recyclers/re-processors
2.	Discarded Containers /Barrels	100 Nos./Annum	33.1	Handed over to authorized recyclers/re-processors
3.	Sludge from Wet Scrubbers	1.0 MTPA	37.1	Send to TSDF / Co processing industries.
4.	Ash from incinerator and flue gas cleaning residue	5.0 MTPA	37.2	Send to TSDF / Co processing industries.

7. There is no any litigation pending against project till dated 19/09/2023.

8. The project proposal falls under category-7(da) of EIA Notification, 2006 (as amended thereof).

Based on the recommendations of the State Level Expert Appraisal Committee Meeting (SEAC) held on 19-09-2023 The State Level Environment Impact Assessment Authority (SEIAA) in its Meeting held 26-10-2023 discussed the matter and recommended grant of environmental clearance on the proposal as above along with specific and following standard environmental clearance conditions: -

**Additional Conditions:**

1. Proposed CBWTF shall comply with the revised guidelines (location criteria) for Common Bio-medical Waste Treatment and Disposal Facilities issued by CPCB on December 21<sup>st</sup> 2016 with respect to establishment of new CBWTF.
2. In compliance with the Hon'ble Supreme Court order dated 13/01/2020 in IA no. 158128/2019 and 158129/2019 in Writ petition no. 13029/1985 (MC Mehta Vs. Gol and others) anti-smog guns shall be installed to reduce dust during excavation.
3. Proponent shall comply with the action plan for CSR submitted by PP at the time of EIA presentation. Compliance report of investment under CSR to be submitted regularly to the Directorate, UPPCB and District Administration.
4. The project proponent should develop green belt in the premises of CBWTF unit as per the plan submitted. PP shall also follow the guidelines of CPCB/UPPCB for green belt as per the norms.
5. Proposed CBWTF shall comply with the guidelines for Bio-medical Waste Treatment and Disposal, transportation & storage facilities etc. issued by CPCB from time to time.

**Standard Environmental Clearance Conditions prescribed by MoEF&CC:**

- I. Statutory compliance:
  1. The project proponent shall obtain forest clearance under the provisions of the Forest (Conservation) Act, 1986, in case of the diversion of forest land for non-forest purpose involved in the project.
  2. The project proponent shall obtain clearance from the National Board for Wildlife, if applicable.
  3. The project proponent shall prepare a Site-Specific Conservation Plan & Wildlife Management Plan and be approved by the Chief Wildlife Warden. The recommendations of the approved Site-Specific Conservation Plan / Wildlife Management Plan shall be implemented in consultation with the State Forest Department. The implementation report shall be furnished along with the six-monthly compliance report. (in case of the presence of schedule-I species in the study area)
  4. The project proponent shall obtain Consent to establish/Operate under the provisions of the Air (Prevention & Control of Pollution) Act, 1981 and the Water (Prevention & Control of Pollution) Act, 1974 from the concerned State Pollution Control Board/ Committee.
  5. Transportation and handling of Bio-medical Wastes shall be as per the Biomedical Wastes (Management and Handling) Rules, 20016 including section 129 to137 of Central Motor Vehicle Rules1989.
  6. The project shall fulfill all the provisions of hazardous Wastes (Management, Handling and Transboundary Movement) Rules, 2016 including collection and transportation design etc and also guidelines for Common Hazardous Waste Incineration - 2005, issued by CPCB Guidelines of CPCB/MPPCB for Bio-medical Waste Common Hazardous Wastes incinerators shall be followed.
  7. The project proponent shall obtain the necessary permission from the Central Ground Water Authority, in case of drawl of ground water / from the competent authority concerned in case of drawl of surface water required for the project.
  8. A certificate of adequacy of available power from the agency supplying power to the project along with the load allowed for the project should be obtained.
  9. All other statutory clearances such as the approvals for storage of diesel from Chief Controller of Explosives, Fire Department, Civil Aviation Department shall be obtained, as applicable by project proponents from the respective competent authorities

- ii. Air quality monitoring and preservation:
1. The project proponent shall install an emission monitoring system including Dioxin and furan in monitor stack emission with respect to standards prescribed in Environment (Protection) Rules 1986 and connected to SPCB and CPCB online serves and calibrate these systems from time to time according to equipment supplier specification through labs recognized under Environment (Protection) Act, 1986 or NABL accredited laboratories.
  2. Periodical air quality monitoring in and around the site including VOC, HC shall be carried out.
  3. Incineration plants shall be operated (combustion chambers) with such temperature, retention time and turbulence, to achieve Total Organic Carbon (TOC) content in the slag and bottom ashes less than 3% or their loss on ignition is less than 5% of the dry weight of the material.
  4. Venture scrubber (alkaline) should be provided with the incinerator with stack of adequate height (Minimum 30 meters) to control particulate emission within 50 mg/Nm<sup>3</sup>.
  5. Appropriate Air Pollution Control (APC) system shall be provided for fugitive dust from all vulnerable sources, so as to comply with proscribed standards. All necessary air pollution control devices (quenching, Venturi scrubber, mist eliminator) should be provided for compliance with emission standards.
  6. Masking agents should be used for odour control.
- iii. Water quality monitoring and preservation:
1. The project proponent shall install effluent monitoring system with respect to standards prescribed in Environment (Protection) Rules 1986 through labs recognized under Environment (Protection) Act, 1986 or NABL accredited laboratories.
  2. Waste water generated from the facility shall be treated in the ETP and treated waste water shall be reused in the APCD connected to the incinerator. The water quality of treated effluent shall meet the norms prescribed by State Pollution Control Board. Zero discharge should be maintained.
  3. Process effluent/any waste water should not be allowed to mix with storm water.
  4. Total fresh water use shall not exceed the proposed requirement as provided in the project details. Prior permission from the competent authority shall be obtained for use of fresh water.
  5. A sewage Treatment Plant shall be provided to treat the wastewater generated from the project. Treated water shall be reused within the project.
  6. A certificate from the competent authority for discharging treated effluent/ untreated effluents into the Public sewer/ disposal/drainage systems along with the final disposal point should be obtained.
  7. The leachate from the facility shall be collected and treated to meet the prescribed standards before disposal.
  8. Magnetic flow meters shall be provided at the inlet and outlet of the ETP & all ground water abstraction points and records for the same shall be maintained regularly.
  9. Rain water runoff from the hazardous waste storage area shall be collected and treated in the effluent treatment plant.
- iv. Noise monitoring and prevention:
1. The ambient noise levels should conform to the standards prescribed under E(P)A Rules, 1986 viz. 75 dB(A) during daytime and 70 dB(A) during night-time.
- v. Energy Conservation measures:
1. Provide solar power generation on roof tops of buildings, for the solar light system for all common areas, street lights, parking around the project area and maintain the same regularly;
  2. Provide LED lights in their offices and residential areas
- vi. Waste management:
1. Incinerated ash shall be disposed of at approved TSDF and MoU made in this regard shall be submitted to the Ministry prior to the commencement.
  2. The solid wastes shall be segregated as per the norms of the Solid Waste Management Rules, 2016.
  3. A certificate from the competent authority handling municipal solid wastes should be obtained.



indicating the existing civic capacities of handling and their adequacy to cater to the M.S.W. generated from the project.

4. Any wastes from construction and demolition activities related thereto shall be managed so as to strictly conform to the Construction and Demolition Rules, 2016
  5. No landfill site is allowed within the CBWTF site.
  6. The Project proponent shall not store the Hazardous Wastes more than the quantity that has been permitted by the CPCB/SPCB.
- VII. Green Belt:
1. Green belt shall be developed in the area as provided in project details, with native tree Green belt shall be developed in an area equal to 33% of the plant area with a native tree species in accordance with CPCB guidelines. The greenbelt shall inter alia cover the entire periphery of the plant.
- VIII. Public bearing and Human health issues:
1. Feeding of materials/Bio-medical waste should be mechanized and automatic no manual feeding is permitted.
  2. Proper parking facility should be provided for employees & transport used for collection & disposal of waste materials.
  3. Necessary provision shall be made for fire-fighting facilities within the complex.
  4. An emergency preparedness plan based on the Hazard Identification and Risk Assessment (HIRA) and Disaster Management Plan shall be implemented.
  5. An emergency plan shall be drawn in consultation with SPCB/CPCB and implemented in order to minimize the hazards to human health or the environment from fires, explosions or any unplanned sudden or gradual release of hazardous waste or hazardous waste constituents to air, soil or surface water.
  6. Provision shall be made for the housing of construction labour within the site with all necessary infrastructure and facilities such as fuel for cooking, mobile toilets, mobile STP, safe drinking water, medical health care, creche etc. The housing may be in the form of temporary structures to be removed after the completion of the project.
  7. Occupational health surveillance of the workers shall be done on a regular basis.
- IX. Corporate Environment Responsibility:
1. The project proponent shall comply with the provisions contained in this Ministry's OM vide F.No. 22-65/2017-IA.11 I dated 1st May 2018, as applicable, regarding Corporate Environment Responsibility.
  2. The company shall have a well laid down environmental policy duly approved by the Board of Directors. The environmental policy should prescribe standard operating procedures to have proper checks and balances and to bring into focus any infringements/deviation/violation of the environmental / forest /wildlife norms/ conditions. The company shall have defined system of reporting infringements / deviation / violation of the environmental / forest / wildlife norms / conditions and / or shareholders / stake holders. A copy of the board resolution in this regard shall be submitted to the MoEF&CC as a part of the six-monthly report.
  3. A separate Environmental Cell both at the project and company head quarter level, with qualified personnel shall be set up under the control of senior Executive, who will directly to the head of the organization.
  4. Action plan for implementing EMP and environmental conditions along with the responsibility matrix of the company shall be prepared and shall be duly approved by the competent authority. The year-wise funds earmarked for environmental protection measures shall be kept in a separate account and not be diverted for any other purpose. Year wise progress of implementation of action plan shall be reported to the Ministry/Regional Office along with the Six Monthly Compliance Report.
  5. A self-environmental audit shall be conducted annually. Every three years third-party environmental audit shall be carried out.
- x. Miscellaneous:

1. The project proponent shall prominently advertise it at least in two local newspapers of District or State, of which one shall be in the vernacular language within seven days indicating that the project has been accorded environment clearance and the details of MoEFCC/SEIAA website where it is displayed
2. The copies of the environmental clearance shall be submitted by the project proponents to the Heads of local bodies, Panchayats and Municipal Bodies in addition to the relevant offices of the Government who in turn has to display the same for 30 days from the date of receipt.
3. The project proponent shall upload the status of compliance with the stipulated environment clearance conditions, including results of monitored data on their website and update the same on half-yearly basis.
4. The project proponent shall submit six-monthly reports on the status of the compliance of the stipulated environmental conditions on the website of the Ministry of Environment, Forest and Climate Change at the environment clearance portal.
5. The project proponent shall submit the environmental statement for each financial year in Form-V to the concerned State Pollution Control Board as prescribed under the Environment (Protection) Rules, 1986, as amended subsequently and put on the website of the company.
6. The criteria pollutant levels namely; SPM, RSPM, SP, NOx (ambient levels as well as stack emissions) or critical sectoral parameters, indicated for the project shall be monitored and displayed at a convenient location near the main gate of the company in the public domain.
7. The project proponent shall inform the Regional Office as well as the Ministry, the date of financial closure and final approval of the project by the concerned authorities, commencing the land development work and start of production operation by the project.
8. The project authorities must strictly adhere to the stipulations made by the State Pollution Control Board and the State Government.
9. The project proponent shall abide by all the commitments and recommendations made in the EIA/EMP report, commitments made during Public hearings and also that during their presentation to the Expert Appraisal Committee.
10. No further expansion or modifications in the plant shall be carried out without prior approval of the Ministry of Environment, Forests and Climate Change (MoEF&CC).
11. Concealing factual data or submission of false/fabricated data may result in revocation of this environmental clearance and attract action under the provisions of the Environment (Protection) Act, 1986.
12. The Ministry may revoke or suspend the clearance if the implementation of any of the above conditions is not satisfactory.
13. The Ministry reserves the right to stipulate additional conditions if found necessary. The Company in a time-bound manner shall implement these conditions.
14. The Regional Office of this Ministry shall monitor compliance with the stipulated conditions. The project authorities should extend full cooperation to the officer (s) of the Regional Office by furnishing the requisite data/information/monitoring reports.
15. The above conditions shall be enforced, inter-alia under the provisions of the Water (Prevention & Control of Pollution) Act, 1974, the Air (Prevention & Control of Pollution) Act, 1981, the Environment (Protection) Act, 1986, Hazardous and Other Wastes (Management and Trans boundary Movement) Rules, 2016 and the Public Liability Insurance Act, 1991 along with their amendments and rules and any other orders passed by the Hon'ble Supreme Court of India / High Courts/NGT and any other Court of Law relating to the subject matter.
16. Any appeal against this EC shall lie with the National Green Tribunal, if preferred, within 30 days as prescribed under Section 16 of the National Green Tribunal Act, 2010.

Concealing factual data and information or submission of false/fabricated data and failure to comply with any of the conditions stipulated in the Prior Environmental Clearance attract action under the provision of Environmental (Protection) Act, 1986.

This Environmental Clearance is subject to ownership of the site by the project proponents in confirmation with approved Master Plan for Chandauli in case of violation; it would not be effective and



wspapers of  
n days indicating  
NoECCC/SEIAA  
to the  
the

would automatically be stand cancelled.

The project proponent has to ensure that the proposed site in not a part of any no-development zone as required/prescribed/identified under law. In case of the violation this permission shall automatically deemed to be cancelled. Also, in the event of any dispute on ownership or land use of the proposed site, this Clearance shall automatically deemed to be cancelled.

Further project proponent has to submit the regular 6 monthly compliance report regarding general & specific conditions as specified in the E.C. letter and comply the provision of EIA notification 2006 (as Amended).

These stipulations would be enforced among others under the provisions of Water (Prevention and Control of Pollution) Act, 1974, the Air (Prevention and Control of Pollution) Act, 1981, the Environment (Protection) Act, 1986, the Public Liability (Insurance) Act, 1991 and EIA Notification, 2006 including the amendments and rules made thereafter.

Copy, through email, for information and necessary action to –

1. Additional Chief Secretary, Department of Environment, Forest and Climate Change, Government of Uttar Pradesh, Lucknow (email – psforest2015@gmail.com)
2. Joint Secretary, Ministry of Environment, Forest and Climate Change, Government of India, 3rd Floor, Prithvi-Block, Indira Paryavaran Bhawan, Jor Bagh Road, New Delhi-110003 (email – sudheer.ch@gov.in)
3. Deputy Director General of Forests (C), Integ rated Regional Office, Ministry of Environment, Forest and Climate Change, Kendriya Bhawan, 5th Floor, Sector "H", Aliganj, Lucknow – 226020 (email – rocz.lko-mef@nic.in)
4. District Magistrate, Chandauli.
5. Member Secretary, Uttar Pradesh Pollution Control Board, TC-12V, Paryavaran Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow-226010 (email – ms@uppcb.com)
6. Copy to Web Master for uploading on PARIVESH Portal.
7. Copy for Guard File.

(Ajay Kumar Sharma)  
Member Secretary, SEIAA

Signature Not Verified  
Digitally signed by: Ajay Kumar Sharma  
Designation: Member Secretary  
Date and Time: 11/22/2023 5:22:31 PM

3167/24



उत्तर प्रदेश UTTAR

समान्य अंगुलिका



GN 375177

1002

**AGREEMENT**

This Agreement made on 18<sup>th</sup> day of March in the Year 2024 between U.P. State Industrial Development Authority through its Regional Manager UPSIDA, Varanasi (hereinafter called Lessor), which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns of the First Part

and

M/s VRBA Bio Waste Solution Pvt. Ltd. being a Company within the meaning of the Companies Act 1956 and having its registered office at Lane No. 3, N1/66-R-25, Shiv Prasad Gupt, Lanka Colony, Varanasi, U.P. -221005 through Director Bimalesh Kumar Singh S/o Ramji Singh R/o- 179, Kodopur, Ramnagar, Bhatti, Varanasi- 221008 hereinafter called the Lessee (which expression shall, unless the context does not so admit, include his heirs, executors, administrators, representatives and permitted assigns/ its successors and permitted assigns) of the other part.

For U.P. State Ind. Dev. Auth. Ltd.



VRBA BIO WASTE SOLUTION PRIVATE LIMITED



BR Singh  
DIRECTOR

1. WHEREAS the Lease Deed of the plot No. E-46 in Industrial Area Ramnagar-I, Chandauli having area 1771.00 Sqm. was executed on 27.02.1987 & Registered on 24.03.1987 vide Bahi no. 1 Jild No. 110 Page No. 176 to 213 on Serial No. 5 between Lessor and Surendra Prasad Jaiswal Proprietor M/s Metal Alloy R/o- D-50/156, Nai Sarak, Varanasi upon payment of full applicable stamp duty.
2. WHEREAS Surendra Prasad Jaiswal Proprietor M/s Metal Alloy R/o- D-50/156, Nai Sarak, Varanasi had taken loan from State Bank of India, Varanasi/Financial Institution and defaulted in repayment of loan. As a consequence State Bank of India, SCB, Main Branch Campus, Opposite Kutchehry, Varanasi-221002 Bank/Financial Institution took recovery action under Sarfaesi Act/Section 29 of SFC Act and took over the plot and auctioned the same on 20.07.2022 in favour of M/s VRBA Bio Waste Solution Pvt. Ltd.
3. WHEREAS State Bank of India/FI confirmed the sale by issuing Sale Letter dated 04.08.2022 attached herewith, and executed a Sale Deed in favour of auction purchaser M/s VRBA Bio Waste Solution Pvt. Ltd. on 16.12.2023 date with Bahi 1 Jild No. 1557 Page No. 119 to 138 Serial No. 14088. The said Sale deed dated 16.12.2023 contains a Clause number 02 whereby the lease of the plot for the balance period of (50 Years) lease deed dated has been transferred in favour of the auction purchaser M/s VRBA Bio Waste Solution Pvt. Ltd. and the terms and conditions of the lease deed made binding on him.
4. WHEREAS the lessor has agreed to accept the Sale letter and Sale deed making M/s VRBA Bio Waste Solution Pvt. Ltd. as the lessee of the plot and a letter has been issued in the above regard on 16.03.2024 date acknowledging the same. The said letter forms a part of this agreement.

Now therefore this indenture witness herewith and it is hereby agreed upon by Lessor & Lessee that:

- (i) The lessee has agreed to run the unit on the said plot for Setting up of Unit Common Bio Medical Waste management Facility and to abide by the terms and conditions contained in the Lease Deed.
  - (ii) The lessee in addition has further agreed to abide by the prevailing rules and regulations of the Lessor.
  - (iii) The lessee has agreed to abide by all the other conditions of letter no 1562-66 dated 02.11.2022 & No. 1956-57/UPSIDA/Varanasi Dated 16.03.2024 of the lessor.
  - (iv) The Lessor in turn agrees to provide all the facilities available to other lessees of the I.A. IIDC.
5. The Stamp Duty and Registration Charges, if any, at present or in future, as becomes due on this Agreement, shall be borne by the Lessee, The Stamp Duty and Registration charges, incident to land and building on the plot, has been fully paid by the lessee as per demand raised by Registrar and no amount is to be paid on stamp duty on transfer of leased rights to lessee and lessee will be fully liable to pay the duties in case any

For U.P. State Indl. Dev. Corpn. Ltd.



Regional Manager

VRBA BIO WASTE SOLUTION PRIVATE LIMITED

BK Singh  
DIRECTOR

demand is raised by Govt./Registrar in future and lessee will keep UPSIDA totally indemnified in such matters.

6. That any controversy or claim arising out of or relating to this lease deed or any breach thereof shall be settled by CEO, UPSIDA.
7. That the lease can be terminated, revoked or cancelled by CEO, UPSIDA or his authorised representative and subject to terms and conditions agreed between lessor and lessee and as agreement is being executed in view to auction made under section 29 of State Financial Corporation Act 1951 and relevant provisions of SARFAESI Act, subject to prevailing provisions of law.
8. That this agreement shall be governed, constructed and enforced in accordance with Law of India and shall be under the jurisdiction of High Court, Allahabad.
9. All other terms and conditions of allotment to the original allottee and as narrated in the lease mentioned at serial number 1 shall continue to remain binding upon the lessee along with terms and conditions of acknowledgement letter dated 23.03.2023 and prevailing rules and regulations of the lessor.

IN WITNESS whereof the parties hereto have set their hands on the day and in the year above written.

LESSOR

FOR U.P. State Indl. Dev. Authority

For U.P. State Indl. Dev. Corpn. Ltd.



Regional Manager

WITNESS

1. Virendra Pratap Singh *pgl*  
S/o- Ganesh Pratap Singh  
R/o- N1/66-R-25, Lane No. 3, Shiv prasad gupt Colony,  
Nagwa, B.H.U., Varanasi-221005  
Mob.No. 9415301510

2. Ratan Deo Singh *R2 Singh*  
S/o- Mahadeo Singh  
R/o- B36/47-E-12, Brahmanand Extention,  
Durgakund, Varanasi-221005  
Mob.No. 8803939390



LESSEE

For on behalf of Lessee

VRBA BIO WASTE SOLUTION PRIVATE LIMITED



*BK Singh*  
DIRECTOR

*Signature*

1054  
30/01/2023भारतीय स्टेट बैंक  
State Bank of IndiaStressed Assets Recovery Branch (तनावग्रस्त आस्तिपॉ वसूली शाखा)  
4, Kutchery Road, 1st Floor (4, कचहरी रोड, प्रथम तल)  
S.B.I. Building (एस.बी.आई. बिल्डिंग)  
Prayagraj (प्रयागराज)  
211002

Tel.: 0532-2266460

e-mail: sbi.10039@sbi.co.in

Ref: SARB/ALLD/2022-23/LeaseDeed/

Date: 30.01.2023

The Regional Manger  
U.P. State Industrial Development Corporation (UPSIDC)  
Plot No. 11, Gangapuri Colony, 1<sup>st</sup> floor  
Mahmoorganj, Varanasi  
Uttar Pradesh - 221010e-Auction- M/s Metal AlloyE-46, Industrial Area, Ramnagar, ChandauliSubmission of lease deed no. 5, Book no. 1, Volume no. 111, Pages 38. Book no. 1, Volume 110, Pages 176/213 registered on 24.03.1987

In continuation to our mail dated 17.10.2022 and 05.01.2023, we have deputed our official Shri Amit Kumar Singh, Manager, Stressed Assets Recovery Branch (SARB), Allahabad whose signature is attested below to handover the above mentioned lease deed (in original).

Kindly acknowledge the receipt of the original lease deed on the enclosed duplicate copy of this letter and hand it over to Shri Amit Kumar Singh for our record purpose.

Yours faithfully,

  
Authorized OfficerR. K. Ghosh  
  
R.M.  
Signature of Amit Kumar SinghSign attested  


Amount  
73' 93



WITHOUT ANY OTHER CHARGE  
 BY THE  
 DIRECTOR GENERAL

ISSUED BY  
 WITHOUT WRITING  
 NO OBJECT OF CHARGE  
 ISSUED BY

[REG. CH. MANAGER]  
 U. P. S. I. D. C. LTD.

REGIONAL MANAGER  
 S.P. S. I. D. C. LTD.

This document of 2000 = 10 is attached to the lease deed between U. P. State Industrial Development Corporation Ltd. & M/s. Metal Alloy for 90 years at a rental Rs. 44 = 00 for the first thirty years & at Rs. 66 = 00 for the next thirty years & at Rs. 99 = 00 for the next thirty years i. e. on an average annual rent of Rs. 66 = 00 with a premium of Rs. 35,420 = 00 regarding Plot No. 46 situated in Industrial Area Road No. 72 situated in Village ...

LESSOR

LESSEE

M/s  
 (S. K. Sharma)  
 Chief Manager,  
 U. P. State Indl. Devo. Corps. Ltd  
 LUCKNOW

For METAL ALLOY,  
S. P. S. I. D. C. LTD.  
 Proprietor.

*[Handwritten signature]*

महानगरपालिकाको कार्यालय, काठमाडौं

राजकीय कोषाचार्य,  
दोलाभार बाराबसी ।

मै १० साल  
प्रीमियम रु. ५२०-००  
संश्लेषित वार्षिक मिस्या ७३-३३ किने

शुल्क निवन्धन	अवकाशमात्र	शुल्क प्राप्तिमात्र	अधिक शु. अ. म.	या. शु.	कुल शु.
२५१-००	१०००	२१-००	१५-००	२-००	३१५-००
१५-००					
१०-००					

इस लेखमात्र को श्री लालचन्द तिवारी पुत्र स्व. श्री रामराज तिवारी  
पैशा. नौकरी निवासी. बी. १२०, विशालनगर, लखनऊ नै कार्यालय  
जिला निवन्धक, बाराबसी के द्वारा दिनांक २०-३-१९८७ ई० समय ३०  
५ वर्ष के मध्य निवन्धन हेतु प्रस्तुत किया।

*[Signature]*

जिला निवन्धक,  
बाराबसी,  
२०. ३. ८७

इस पत्र के लेखन व सम्पादन को तथा समस्त  
आवश्याक शु. ५२०/- मात्र में से रु. ३५५/-  
मात्र को पूर्व प्राप्ति को उक्त श्री लालचन्द -  
तिवारी, मुख्यालय को रु. २५० के ० रा. Chief  
Manager, P. P. State Inwell. Dev. Corporation  
Ltd. Lucknow वजारे मुख्यालय को लखनऊ  
शु. नम्बरी १/१९८५ वदकार राजीदारी, लखनऊ  
तथा माग निवन्धन से श्री सुरेश चन्द्र प्रसाद ज्ञानप्रकाश  
पुत्र श्री राधेश्याम ज्ञानप्रकाश निवासी. बी. ५०/१५६,  
बहुसङ्क अदर बाराबसी नै स्वीकार किया, जिला  
पहिचान श्री राधेश्याम पाठेय, एडवोकेट. दीवानी  
न्यायालय, बाराबसी तथा श्री सुरेश चन्द्र पाठेय,  
एडवोकेट. दीवानी न्यायालय बाराबसी नै कये ।

जिला निवन्धक,  
बाराबसी,  
२०. ३. ८७

*[Signature]*



... stamp sheet of 2000/- is attached  
 to the lease deed between U. P. State Industrial  
 Development Corporation Ltd. & M/s. Metal  
 Alloy for 90 years at a  
 rental Rs. 44,500 for the first  
 thirty years & at Rs. 66,000 for the first  
 thirty years & at Rs. 99,000  
 for the next thirty years i.e. on an average  
 annual rent of Rs. 67,350 with a premium of  
 Rs. 67,350 regarding Plot No. 546  
 situated in Industrial Area, Kanpur  
 situated in Village ...

LESSOR

LESSEE

(S. K. Sharma)  
 Chief Manager,  
 U. P. State Indl. Deve. Corpn. L.  
 LUCKNOW

For METAL ALLOY  
 [Signature]  
 Proprietor.

[Handwritten signature]

431  
महाराष्ट्र राज्य न्यायालय, मुंबई

राजकीय कोषाध्यक्ष  
दोमगाव वाराणसी।

Handwritten signature

राजकीय कोषाध्यक्ष



R. S. Pandey Advocate

S. C. Pandey Advocate

३११



३११.

३०

राजकीय कोषाध्यक्ष,  
दोमगाव वाराणसी,  
दि. ३.८.७१

Handwritten signature



100200  
 to be leased to Metal Alloy W. P. State Industrial  
 Development Corporation Ltd & Metal Alloy  
 for 90 years at a  
 rental Rs. 44500 for the first  
 thirty years & at Rs. 60000  
 for the next thirty years & at Rs. 99200  
 for the next thirty years & on an average  
 annual rent of Rs. 67200 with a premium of  
 Rs. 28420000 regarding Plot No. 5-26  
 situated in Industrial Area 23/2/1989  
 situated in Village 23/2/1989

LESSOR

LESSEE

(S. K. Sharma)  
 Chief Manager,  
 W. P. State Indl. Deve. Corps. Ltd  
 LUCKNOW

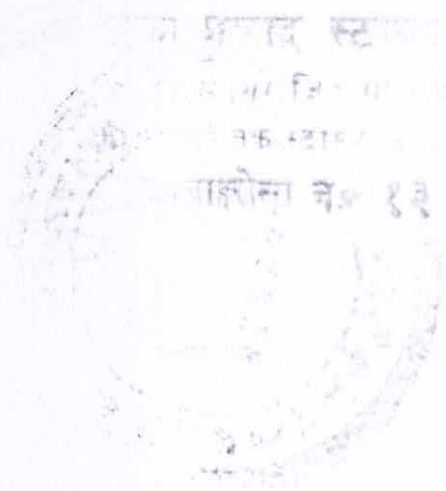
For METAL ALLOY,  
[Signature]  
 Proprietor.

[Handwritten Signature]

१०७/ ०१ २५. २. २०२३

*[Handwritten signature]*  
\_\_\_\_\_

मि. (०१०७) अश्विन



*[Small handwritten mark]*

*[Handwritten signature]*



This stamp sheet of Rs. 60.00 is attached to the lease deed between U. P. State Industrial Development Corporation Ltd. & Mrs. Metal Alloy for 90 years at a rental Rs. 44.00 for the first thirty years & at Rs. 46.00 for the next thirty years & at Rs. 99.00 for the next thirty years i. e. on an average annual rent of Rs. 69.60, with a premium of Rs. 35,420.00 regarding Plot No. 6-46 situated in Industrial Area, Ram Nagar situated in Village Saran.

LESSOR

LESSEE

(S. K. Sharma)

Chief Manager,

U. P. State Indl. Devn. Corpn.  
LAKHNOW

For METAL ALLOY,

*[Signature]*

Proprietor.

*[Handwritten mark]*

३०/ ०१ १५ २

*[Handwritten scribble]*

मि २०१५ पत्रिका

श्री प्रकाश प्रसाद स्टेशन

म. प्र. प्र. वि. म.

१९९० २५ नवंबर १९९०

वारंट नं० १३



*[Handwritten mark]*

*[Handwritten signature]*



This comp sheet of 30000 is attached  
 to the lease deed between U. P. State Industrial  
 Development Corporation Ltd. & M/s. Metal  
Alloy for 90 years at a  
 rental Rs. 46000 for the first  
 thirty years & at Rs. 66000  
 for the next thirty years & at Rs. 72000  
 for the next thirty years i. e. on an average  
 annual rent of Rs. 59567 with a premium of  
 Rs. 3542000 regarding Plot No. L-46  
 situated in Industrial Area Kanpur  
 situated in Village Kanpur

LESSOR

LESSEE

*Mens*  
 (S. K. Sharma)

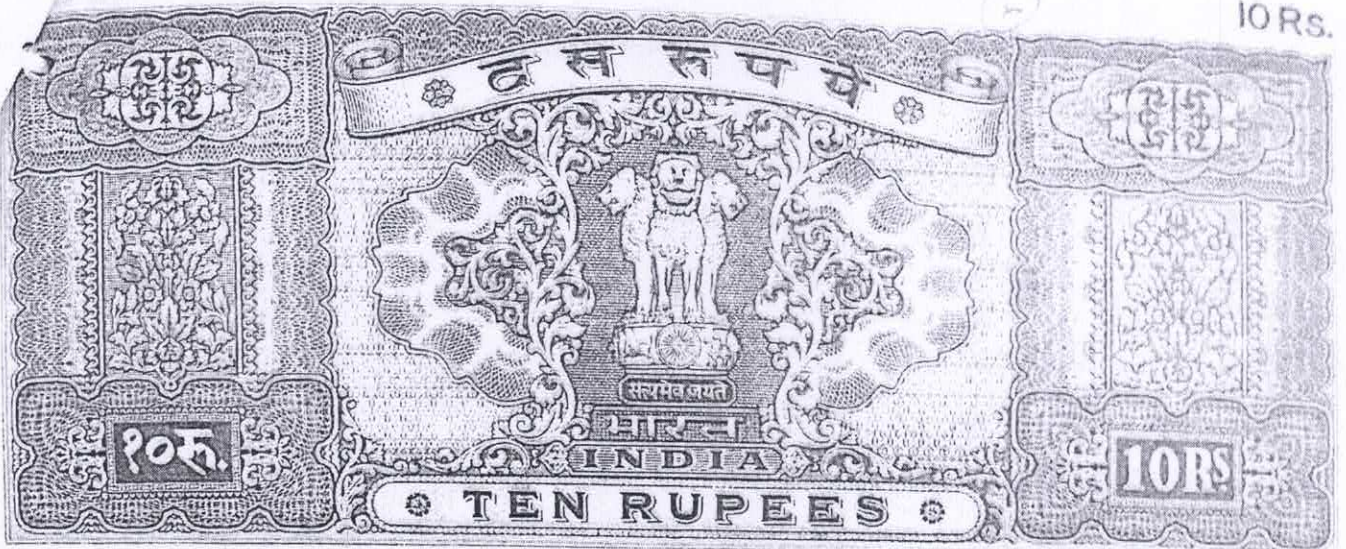
Chief Manager,  
 U. P. State Indl. Deve. Corpn. Ltd.  
 LUCKNOW

For METAL ALLOY,

*Pravin Kumar*

Proprietor.

*[Handwritten signature]*



This stamp sheet of Rs. <sup>10 = 00</sup> is attached to the lease deed between U. P. State Industrial Development Corporation Ltd. & M/s. Metal Alloy for 90 years at a rental Rs. 44 = 00 for the first thirty years & at Rs. 66 = 00 for the next thirty years & at Rs. 120 = 00 for the next thirty years i. e. on an average annual rent of Rs. 72 = 00 with a premium of Rs. 35,420 = 00 regarding Plot No. F-46 situated in Industrial Area Ram Nagar situated in Village Ram Nagar

LESSOR

LESSEE

(S. K. Sharma)  
 Chief Manager,  
 U. P. State Ind. Deve. Corpn. Ltd.  
 LUCKNOW

U. P. State Ind. Deve. Corpn. Ltd.  
 LUCKNOW

For METAL ALLOY,  
R. K. Sharma  
 Proprietor.

[Handwritten Signature]

CORRECTION NOTE

<u>Sl.No.</u>	<u>Line No.</u>	<u>Page No.</u>	<u>Remarks</u>
4	2 & 3	8	Deleted
2	13	8	'Karta to firm of' deleted
3	14 to 24	8	Deleted
4	1 to 14	9	Deleted
5	15	9	' a society to Societic act' deleted
6	39	9	'Right deleted
7	25 to 34	14	Deleted
8	37 to 42	14	Deleted
9	22	15	'Estate' deleted
10	42	15	'Moneys paid to these presenters' deleted and ' amount equal to other dues, if any' inserted.
11	12 to 22	17	Deleted
12	Clause-7	17	Inserted.

(S. K. Sharma)  
Chief Manager  
U. F. State Ind. Dev. Corp. Lt.  
LUCKNOW

For METAL ALLY,

*(Signature)*  
Proprietor.

*(Signature)*



THIS LEASE DEED CAN NOT BE MORTGAGED WITH ANY BODY WITHOUT WRITTEN CONSENT/ NO OBJECTION CERTIFICATE ISSUED BY THE OFFICE.

This Lease Deed Can Not Be Mortgaged With Any Body Without Written Consent/ No Objection Certificate Issued By This Office.

(REGIONAL MANAGER)

U. P. S. I. D. C. LTD.

THIS LEASE DEED CAN NOT BE MORTGAGED WITH ANY BODY WITHOUT WRITTEN CONSENT/ NO OBJECTION CERTIFICATE ISSUED BY THE OFFICE.

# LEASE-DEED

(Regional Manager)  
UPSIDC Ltd.

(REGIONAL MANAGER)  
U. P. S. I. D. C. LTD.

Industrial Area..... Ram Nagar (Karanasi).....  
.....  
.....

Plot No..... F-46.....

THIS LEASE DEED made on the..... 27th..... day of..... February.....  
in the year one thousand nine hundred and..... Eighty Seven..... & corresponding to Saka  
Samvat 1906..... between U. P. State Industrial Development Corporation Limited, Kanpur a  
Company within the meaning of the Companies Act, 1956 and having its registered office at 117/130,  
Sarvodaya Nagar, Kanpur (hereinafter called the Lessor which expression shall, unless the context  
does not so admit, include its successors and assigns) of the one part, AND,

Shri Jurendra Prasad Daswani s/o Shri G. D. Daswani of Karanasi  
r/o D-50/126, Naidanek, Karanasi.....

proprietor of the single owner firm of/Karta of Joint Hindu family firm of..... M/s. Shri. D. Daswani.....

OR

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

(S. A. Sharma)  
Chief Manager,  
U. P. State Ind. Deve. Corp.  
LUCKNOW

For METAL WORKS  
Daswani  
Proprietor.

( 2 )

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

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

Constituting the registered partnership firm of.....  
through Sri..... aged..... years  
s/o..... t/o.....  
duly constituted attorney under the deed dated.....

OR

.....  
a company within the meaning of the Companies Act, 1956 and having its registered office  
at.....  
through its Managing Director/Secretary/duly constituted attorney Sri.....  
S/o.....  
t/o.....

OR

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

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

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

AND WHEREAS the Lessee has requested and the Lessor has agreed to grant lease,  
within the period of licence, notwithstanding the agreement cited above the plot of land  
hereinafter described on the terms and conditions hereinafter appearing for the purpose of  
constructing within the Industrial area Ram Nagar an industrial unit for manufacturing  
New Ferrrous Metal Alloy according to the design and building plan approved by the  
White Metal Alloy proper municipal or other competent authority.

NOW THIS LEASE DEED WITNESSETH AS FOLLOWS :

1 In consideration of the payment by the Lessee of the provisional premium of  
Rs. 2542000 (Rs. Twenty five lakhs four thousand two hundred only)  
the receipt whereof the Lessor hereby acknowledges and of the outstanding amount of provisional  
premium of Rs. 2107000 (Rs. Twenty one lakhs seven thousand only)  
to be paid in eight/ten yearly instalments as follows along with interest @ 12 % per annum on  
the total outstanding premium.

(S. K. Sharma)  
Chief Manager,  
U. P. State Indl. Devn. Corps. Ltd  
LUCKNOW

For METAL ALLY  
S. S. S. S. S.  
Proprietor.

10

( 3 )

1. Rs. 3187 = 80 on the 11<sup>th</sup> day of July 1986 (paid)
2. Rs. 3187 = 80 on the 15<sup>th</sup> day of July 1987
3. Rs. 3187 = 80 on the 17<sup>th</sup> day of July 1988
4. Rs. 3187 = 80 on the 15<sup>th</sup> day of July 1989
5. Rs. 3187 = 80 on the 15<sup>th</sup> day of July 1990
6. Rs. 3187 = 80 on the 15<sup>th</sup> day of July 1991
7. Rs. 3187 = 80 on the 15<sup>th</sup> day of July 1992
8. Rs. 3187 = 80 on the 15<sup>th</sup> day of July 1993
9. Rs. 3187 = 80 on the 15<sup>th</sup> day of July 1994
10. Rs. 3187 = 80 on the 15<sup>th</sup> day of July 1995

Provided that if the Lessee pays the instalments and the interest on the due dates and there are no overdues, a rebate will be admissible @ 30% per annum in the interest.

NOTE:—(1) The interest shall be payable half-yearly on the 1st day of January and 1st day of July each year, the first of such payment to be made on the 15<sup>th</sup> day of 1987.

- (2) Liability for payment of the premium in instalments, including the interest referred to above, shall be deemed to have accrued from the date of the reservation/allotment letter namely 16.06.90/R.M.L. Plot No. E-43/V.3/D.4-85 dt: 12/4/84
- (3) The payments made by the Lessee will be first adjusted towards the interest due, if any and thereafter towards the premium, if any, and the balance, if any, shall be appropriated towards the lease rent notwithstanding any direction/request of the Lessee to the contrary.

And of the rent hereinafter reserved and of the covenants, provisos and agreements herein contained and on the part of the Lessee to be respectively paid, observed and performed.

The Lessor doth hereby demise to the Lessee, all that plot of land numbered as E-416

situated within the Industrial Area at Ram Nagar situated in Village Pabanawa Pargana/Tehsil Ram Nagar District Kanara containing by admeasurement 1771 Sqm or 0.44 Acres be the same a little more or less, and bounded:—

- on or towards the North by Plot No E-39
- on or towards the South by 60' wide Road No
- on or towards the East by Plot No E-42
- on or towards the West by Plot No E-45

and which said plot of land is more clearly delineated and shown in the attached plan and therein marked red TO HOLD the said plot of land (hereinafter referred to as the demised premises) with their appurtenances unto the Lessee for the term of ninety years from 27<sup>th</sup> day of February 1987 except and always reserving to the Lessor and his successors or assigns :

- (a) A right to lay water mains, drains, sewers or electric wires under or over the demised premises, if deemed necessary by the Lessor or his successors or assigns in developing the area.
- (b) Full rights and title to all mines and minerals in and under the demised premises or any part thereof.

(S. J. Sharma)  
Chief Manager,  
U. P. State Indl. Devt. Corp. Ltd  
LUDHIANA

For METAL ALLOY  
Proprietor.

*[Handwritten signature]*

( 4 )

(c) Yielding and paying therefor unto the Lessor on the 15<sup>th</sup> day of April in each year in advance the yearly rent at the rate of Rs. 100/- per acre per year during the first thirty years, Rs. 150/- per acre per year during the next thirty years after expiry of the first thirty years and Rs. 250/- per acre per year during the next thirty years after the expiry of the first sixty years, the rent upto the 31<sup>st</sup> day of March 1960 having been paid.

Provided that if any instalment of premium with interest as agreed above is not paid in full and the whole or any part of the unpaid premium remains in arrears the Lessor shall have the right to recover the same with interest at the agreed rate of 12 %

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

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

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

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

### 3. AND THE LESSEE DOTH HEREBY COVENANT WITH THE LESSOR AS UNDER

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

(b) That the Lessee shall also pay to the Lessor within thirty days from the date of the demand made by the Lessor, such recurring fee in the nature of service and/or maintenance charges of whatever description (including charges for the supply of water, Lessee's share of the expenses of maintenance of roads, culverts, drains, parks etc. and other common facilities and services) as may, from time to time, be determined by the Lessor and in case of default the Lessee shall be liable to pay interest @ 13% p. a. on the amount due.

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

(S. K. Sharma)  
Chief Manager,  
U. P. State Indl. Deve. Corpn. Ltd.  
LUCKNOW

For METAL ALLIANCE  
Proprietor

( 5 )

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

(e) That the Lessee will at his own cost erect on the demised premises in accordance with the layout plan, elevation and design and in a position to be approved in writing and in a substantial and workmanlike manner the industrial unit as aforesaid, with all necessary out-houses, sewers, drains and other appurtenances according to the local authority's rules and bye-laws in respect of buildings, drains, latrines and connection with sewers and will commence such construction within the period of 12 months and will completely finish the same fit for use and start the manufacturing and production within the period of 12 months from the date of these presents or within such extended period of time as may be allowed by the Lessor in writing in its discretion.

That the Lessee will pay unto the Lessor the said rent at the times on the date and manner hereinbefore appointed for payment thereof clear of all deductions.

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

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

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

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

(j) That the Lessee will not, without the previous consent in writing on the Lessor transfer, sublet, relinquish, mortgage or assign his interest in the demised premises or the buildings standing thereon or both as a whole and every such transfer, assignment, relinquishment mortgage or subletting or both shall be subject to and the transferees or assigns shall be bound by all the covenants and conditions herein contained and be answerable to the Lessor in all respects therefor, and the

(S. K. Sharma)  
Chief Manager,  
U. P. State Indl. Dev. Corpn. Ltd  
LUCKNOW  
LUCKNOW

For METAL ALLOY  
Proprietor  
[Signature]

( 6 )

Lessee will in no case assign, relinquish, mortgage, sublet, transfer or part with the possession of any portion less than the whole of the demised premises or cause any sub-division thereof by metes and bounds or otherwise.

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

Provided that prior permission as aforesaid shall not be necessary in the event of mortgage or mortgages without possession in favour either of the State Government or of the Industrial Finance Corporation of India or in favour of the U. P. Financial Corporation or Industrial Development Bank of India or the Life Insurance Corporation of India or Industrial Credit and Investment Corporation of India or Pradeshiya Industrial and Investment Corporation of U. P. or Industrial Reconstruction Bank of India or any Scheduled Bank (including State Bank of India) to secure loan or loans advanced by any of them for setting up on the demised premises the industry hereinbefore mentioned, if the Lessee furnishes to Lessor an undertaking from the financial institutions as aforesaid that entire outstanding amount of premium and interest thereon shall be directly paid by such financial institution to the Lessor as soon as a mortgage is created or pays the entire amount aforesaid from his own resources.

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

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

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

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

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

(S. K. Sharma)  
Chief Manager,  
U. P. State Indl. Deve. Corp. Ltd.  
LUCKNOW

For METAL ALLOY,  
Proprietor.

Proprietor.

( 7 )

(n) That the Lessee will not exercise his option of determining the lease and hold the Lessor responsible to make good the damage if by fire, tempest, flood or violence of any army or a mob or other irresistible force, any material part of the demised premises is wholly or partly destroyed or rendered substantially or permanently unfit for building purposes.

(o) That the Lessee will not erect any building constructions or structures except compound walls and gates on any portion of the demised premises within... feet of boundaries on... sides thereof as marked in the attached plan.

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

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

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

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

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

OR

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

OR

The Lessee being a Company shall not make or attempt to make any alterations, whatsoever in the provision of its Memorandum and Articles of Association or in its capital structure without the written consent of the Lessor, first had and obtained, and the Lessee hereby undertakes to get registered the prescribed particulars of the charge hereunder created with Registrar of Joint Stock Companies under Section 126 of Companies Act 1956 within stipulated period.

While granting its consent as aforesaid the Lessor may require the successor in interest of the Lessee to enter into a binding contract with the Lessor to abide by and faithfully carry out the terms, conditions, stipulations, provisos, and agreements herein contained or such other

(S. K. Sharma)  
U. P. State Indl Devt. Corp. Ltd.  
Lucknow

For METAL ALLOY  
Proprietor

[Handwritten signature]

( 11 )

terms and conditions as the Lessor may, in its discretion, impose including the payment by the successor-in-interest such additional premium and/or enhanced rent as the Lessor may in its discretion think proper. In the event of breach of this condition the agreement shall be determined at the discretion of the Lessor.

Provided that the right to determine this agreement under this clause will not be exercised if the industry at the premises has been financed by the State Government or the Industrial Finance Corporation of India or the Industrial Credit and Investment Corporation of India, or the U. P. Financial Corporation or Pradeshya Industrial and Investment Corporation of Uttar Pradesh or Industrial Reconstruction Bank of India or any schedule bank (including the State Bank of India) and the said financing body or bodies mentioned above decide to take over possession or sell, or lease or assign the mortgaged assets in exercise of the rights vesting in it or them by virtue of the deeds or deeds executed in its or their favour by the Lessee as provided hereinabove, or under any law for the time being in force.

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

(t) That it is further agreed that this lease shall stand automatically terminated if there be any change in the constitution of lessee, partnership firm, or private limited Company etc. which existed on the date of execution of this (lease deed) without prior approval in writing of the lessor, UPSIDC.

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

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

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

(S. K. Sharma)  
Chief Manager,  
U. P. State Ind. Dev. Corpn  
LUCKNOW

*[Handwritten signature]*

For METAL...  
*[Handwritten signature]*  
Proprietor.

( 9 )

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

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

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

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

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

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

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

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

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

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

5. Notwithstanding any other provisions hereinbefore contained to the contrary the Lessee shall put up the whole of the property demised under these presents for the industrial

(S. K. Sharma)  
 Chief Manager,  
 U. P. State Indl. Deve. Corpn.  
 LUCKNOW

For METAL ALLOY,  
 Proprietor.

use to the satisfaction of the Lessor and the Lessor shall have the right to determine the Lease of that much area of the plot of land demised which has not been actually so put to use within a reasonable time at its discretion or even to determine the lease of the whole of the land demised under these presents. The decision of the Lessor shall be binding with regard to the extent of the user as aforesaid as to whether the whole of demised land has been utilised or only a portion has been used and the Lessee shall be bound by the decision of the Lessor in this regard. The Lessee hereby expressly agrees to the determination of the lease in part at the discretion of the Lessor.

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

(6) (a) That the Lessee is fully aware that the aforesaid plot had earlier been given by the Lessor to Shri/Messrs..... through the lease deed dated..... duly registered at..... on..... but the lease has been determined and forfeited by the Lessor vide letter/notice No..... dated..... and as such has ceased absolutely.

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

7. The lessee of UPSIDE LDC. will mention in the postal address of their correspondence letters invariably the name of UPSIDE, Industrial Area.

(S. Krishna)   
 Chief Manager   
 U. P. State Ind. Dev. Corpn.   
 LUCKNOW

For METAL ALLOY,   
 Proprietor.

*[Handwritten signature]*

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( 11 )

IN WITNESS HEREOF the parties hereto have set their hands the day and in the year first above written.

For and on behalf of  
U. P. State Industrial Development Corporation Ltd.

Signed by :

(S. R. Sharma)  
Chief Manager,  
U. P. State Indl. Deve. Corpn.  
LUCKNOW

(a) Witness :

*[Handwritten signature]*

(b) Witness :

(S. L. Jaiswal)  
Assistant Manager,  
U. P. State Indl. Deve. Corpn. Ltd.  
LUCKNOW

For and on behalf of the Lessee

Signed by :

For METAL ALLOY.

*[Handwritten signature]*  
Proprietor.

(a) Witness :

नर प्रताप  
कमला बहि लीजाबाी योमे च  
खमोला बहि (बलदेव)

(b) Witness :

R.P. Dwaiveda  
Inclusion Promotion  
Officer Khalichand  
Borah

*[Handwritten signature]*

3

SITE PLAN OF PLOT NO. E-46

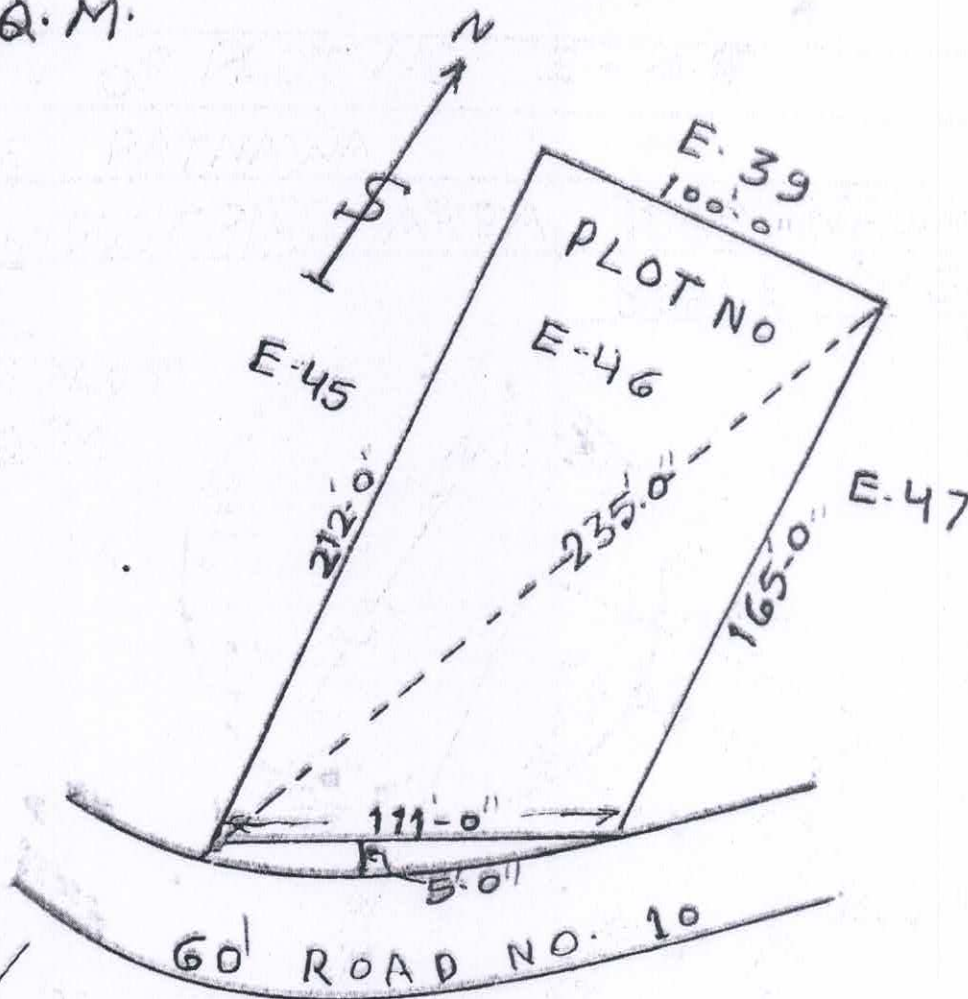
IN VILLAGE PATNAWA

IN INDUSTRIAL AREA, RAMNAGAR

VARANASI.

SCALE - 1=50

AREA OF PLOT  
1771 SQ. M.



S.d.  
DRAWN By

S.d.  
J.E.

C.M. LUCKNOW

C.M  
V.P.S.I.D.C LTD  
LUCKNOW.

*(Handwritten signature)*

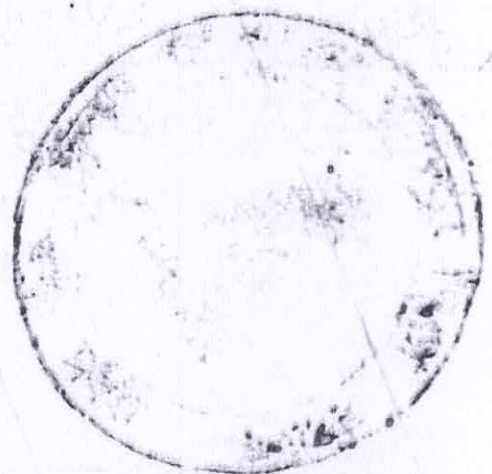
श्री नं०/ 15114 111 श्री १००० ३०

पं० नं०/ 15114. 110 श्री १०००. 176/243

नाम ७ मय १९५४ मय ७ ५५ १९५५/११/१०

24. 3-87 ३० अक्टूबर १९५५

१०



15114 111 1000  
१९५५/११/१०

*[Handwritten signature]*

**उ०प्र० राज्य औद्योगिक विकास प्राधिकरण**

यूपीएसआईडीसीकाम्पलेक्स ए-1/4, लखनपुर, कानपुर-24

दूरभाष : 25282851-53(PBX) फ़ैक्स : 0512-2580797

वेबसाइट www.upsidc.com

ईमेल feedback@upsidc.com

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GSTI :09AAALU1000G1ZF

**क्षेत्रीय कार्यालय**

प्रथम तल, प्रशासनिक भवन, औद्योगिक

क्षेत्र करखियाँव, फूलपुर,

वाराणसी-221206

ईमेल : rmvaranasi@upsida.co.in

क्षेत्रीय प्रबन्धक

उ०प्र० प्रदूषण नियंत्रण बोर्ड

आवास विकास आफिस काम्पलेक्स

जवाहर नगर भेलपुर

वाराणसी-221010

सन्दर्भ संख्या: १०५ / यूपीसीडा / क्षेत्र०प्र०-वा०

दिनांक 13/11/2024

**विषय-मा० राष्ट्रीय हरित अधिकरण नई दिल्ली में योजित ओ० ए० सं० 750/2024 अजय कुमार सिंह बनाम राज्य स्तरीय पर्यावरण प्रभाव मूल्यांकन प्राधिकरण उ० प्र० व अन्य में पारित आदेश दिनांक 06.08.24 के अनुपालन के सम्बन्ध में।**

महोदय,

कृपया अपने पत्र सं० 774/ओए न० 750/2022/24-25 दिनांक 27.10.2024 जो कि दिनांक 12.11.2024 को अधिवक्ता के माध्यम से प्राप्त हुआ है, का सन्दर्भ ग्रहण करने का कष्ट करें, जिसके द्वारा मा० राष्ट्रीय हरित अधिकरण में योजित ओ०ए० सं० 750/2024 अजय कुमार सिंह बनाम राज्य स्तरीय पर्यावरण प्रभाव मूल्यांकन प्राधिकरण उ०प्र० व अन्य में पारित आदेश दिनांक 06.08.2024 के सुसंगत अंश...7... issue notice to the respondents. The applicant is directed to serve the respondents and file affidavit of service at least one week before the next date of hearing, i.e. list of 18.11.2024 का उल्लेख करते हुए पारित आदेश दिनांक 06.08.2024 के अनुपालन में सी०बी०डब्ल्यू०टी०एफ० के स्थल के आस-पास स्थापित/संचालित उद्योगों का विवरण एवं रामनगर औद्योगिक क्षेत्र में स्थापना हेतु अनुमत्य इकाईयों के सम्बन्ध में सूचना आपेक्षित है।

इस सम्बन्ध में अवगत कराना है कि औद्योगिक क्षेत्र रामनगर-प्रथम, जिसमें सी०बी०डब्ल्यू०टी०एफ० की इकाई भूखण्ड संख्या ई-46 पर स्थापित किया जाना प्रस्तावित है। यह औद्योगिक क्षेत्र उ०प्र० राज्य औद्योगिक विकास प्राधिकरण का सामान्य औद्योगिक क्षेत्र है जिसमें सभी प्रकार की औद्योगिक इकाईयों को स्थापित किया जा सकता है परन्तु इकाई स्थापित करने से पूर्व उत्तर प्रदेश प्रदूषण नियंत्रण बोर्ड से अनापत्ति प्रमाण पत्र प्राप्त किया जाना आवश्यक है। सी०बी०डब्ल्यू०टी०एफ० की इकाई के आस-पास अन्य स्थापित इकाईयों की सूची आपके सुलभ संदर्भ हेतु पत्र के साथ संलग्न है।

संलग्नक-यथोक्त।

भवदीय,

(आशीष नाथ)  
क्षेत्रीय प्रबन्धक

st of nearby units/plots to the Plot no E-46 on which CBWTF unit to be set-up Ramnagar-I, Chandauli

S.No.	Plot No.	Name of Allottee	Manufacturing Items	Remarks
1	E-37	Smt. Usha Jain	SOAP CHEMICAL AND DETERGENT CAKE	
2	E-38	SRI HEMANT BHOJANGARWALA	POLYTUBE	
3	E-39	SRI SAJJAN KUMAR	FLOUR MILL	
4	E-40	SMT. NEETA SINGH	PLASTIC GRANULES & POPLIZERS	
5	E-41	M/S R.K Gramodyog	Achar, Chatni, murabba and candy	
6	E-42	M/S U.P. DRUG LABROTORY	METAL POLISHING	
7	E-43	SRI JAGDISH JHUNJHUNWALA	MANUFACTURING OF CORRUGATED BOXES	
8	E-44	SMT.SADHNA KANORIYA	JUTE BAGS	
9	E-45	SUDHA BARMAN	EXPANDED POLYTENE PRODUCTS	
10	E-47	KAMLA GUPTA	GRANULES	
11	D-11	Sanjay Kumar Kanoria	SUNDRY PAPER BOARD	
12	D-12	KUNWAR BAHADUR SINGH	RIGID FLAXIBLE PVC PIPES	
14	F-47	Dilip Kumar Gupta	PLASTIC INDUSTRY	
15	F-48	NARENDRA KUMAR LAKHMANI	PAINT AND THINER	
16	F-49	SMT.NASREEN KHAN	SINTER CASTE, SINTER SHAPE & SINTER ABRASIVE PRODU	
17	F-50	ARVIND KUMAR	RICE MILL	
18	F-51	ADITYA KEJRIWAL	RTS BEVERAGES	
19	F-52	RAJESH DROLIYA	GULAL ABEER AND SINDOOR	
20	F-53	RAJESH DROLIYA	GULAL ABEER AND SINDOOR	
21	F-54	ANJANI KUMAR AGRWAL	POLYTHYTHYTENE FILM	

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*[Handwritten signature]*