

Full Title of the Project: Access to M/s Nayara Energy (Formerly ESSAR Oil) Retail outlet on Bearing Khasra No. 59//14/1, 14/2 on Dabwali Choutala Road at village Shergarh, under Forest Division & Distt. Sirsa.

File No. FP/HR/Approach / 146132/ 2021

Date of Proposal _____

CHECK LIST SERIAL NUMBER :- 11

CERTIFICATE FOR MINIMUM USE OF FOREST LAND

This is to certify that the forest area involved in the proposal is unavoidable and barest minimum forest area i.e. **0.0259 Hect.** which is proposed diversion for Access to M/s Nayara Energy (Formerly ESSAR Oil) Retail outlet on Bearing Khasra No. 59//14/1, 14/2 on Dabwali Choutala Road at village Shergarh, under Forest Division & Distt. Sirsa.

Place :

Date :

Signature of user agency

Office Seal

Countersigned by :-

Divisional Forest Officer

.....Forest Division

Officer Seal

Ram Kumar Jangra, H.F.S

Divisional Forest Officer.

SIRSA



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File No. FP/HR/Approach /146/32/2021

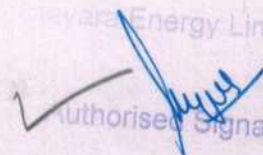
Date of Proposal _____

CHECK LIST SERIAL NUMBER: - 12
UNDER TAKING FOR PAYMENT OF COST OF
COMPEN SATORY AFFORESTATION

I, **Divisional Manager (Retail Sales), Nayara Energy, Haryana Divisional Office** hereby undertake to pay the entire amount for compensatory in lieu of the forest area diverted for **Access to M/s Nayara Energy (Formerly ESSAR Oil) Retail outlet on Bearing Khasra No. 59//14/1, 14/2 on Dabwali Choutala Road at village Shergarh, under Forest Division & Distt. Sirsa** as per prevailing wage rates at the time of undertaking the plantation activities.

Place :

Date :

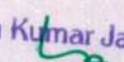

Signature of User Agency
office seal

Countersigned by :-

Divisional Forest Officer

.....Forest Division

Officer Seal


Ram Kumar Jangra, H.F.S


Divisional Forest Officer.
SIRSA



Full Title of the Project: Access to M/s Nayara Energy (Formerly ESSAR Oil) Retail outlet on Bearing Khasra No. 59//14/1, 14/2 on Dabwali Choutala Road at village Shergarh, under Forest Division & Distt. Sirsa.

File No. FP/HR/Approach/146/32/2021

Date of Proposal 10/09/21

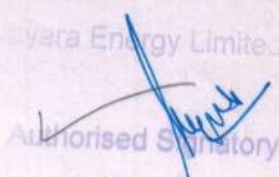
CHECK LIST SERIAL NUMBER: - 13

**UNDERTAKING FOR THE PAYMENT OF NET PRESENT VALUE OF
FOREST AREA**

It is to certify that I, **Divisional Manager (Retail Sales), Nayara Energy, Haryana Divisional Office** have applied for diversion of **0.0259 Hect.** of forest area for access to **M/s Nayara Energy (Formerly ESSAR Oil) Retail outlet on Bearing Khasra No. 59//14/1, 14/2 on Dabwali Choutala Road at village Shergarh, under Forest Division & Distt. Sirsa.** I/We, hereby, undertake to pay the net present value (NPV) of the above forest land .

Place :

Date :

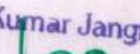

Signature of User agency
office seal

Countersigned by :-

Divisional Forest Officer

.....Forest Division

Officer Seal


Ram Kumar Jangra, H.F.S


Divisional Forest Officer,
SIRSA



Full Title of the Project: Access to M/s Nayara Energy (Formerly ESSAR Oil) Retail outlet on Bearing Khasra No. 59//14/1, 14/2 on Dabwali Choutala Road at village Shergarh, under Forest Division & Distt. Sirsa.

File No. _____

Date of Proposal _____

FP / HR / Approach / 146132 / 2021

UNDERTAKING FOR PAYMENT OF ADDITIONAL NPV OF FOREST AREA

It is certify that I, **Divisional Manager (Retail Sales), Nayara Energy, Haryana Divisional Office** have applied for diversion of **0.0259 Hect.** of forest area for access to M/s Nayara Energy (Formerly ESSAR Oil) Retail outlet on Bearing Khasra No. 59//14/1, 14/2 on Dabwali Choutala Road at village Shergarh, under Forest Division & Distt. Sirsa. I/we hereby undertake that our selected candidate will pay the additional NPV, If so determined, as per final decision of the Hon'ble Supreme Court of India

Nayara Energy Limited
Authorized Signatory
Sign. of User agency

Cu

Ram Kumar Jangra, H.F.S

Divisional Forest Officer,
SIRSA



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File No. FP/HR/Approach /146/32/2021

Date of Proposal 10/05/21

UNDERTAKING

In respect of diversion of **0.0259 Ha** of forest land for construction of approach road for our proposed to M/s Nayara Energy (Formerly ESSAR Oil) Retail outlet on Bearing Khasra No. 59//14/1, 14/2 on Dabwali Choutala Road at village Shergarh, under Forest Division & Distt. Sirsa. It is hereby undertaken that before your final approval we will give the necessary certificate regarding **Scheduled tribes & other traditional forest dwellers Recognition of forest right act 2006**, from the office of Deputy Commissioner, Sirsa.

It is requested you to please issue us in principle approval for the proposed diverted area.

✓
Sign. of User agency

Cy
Ram Kumar Jangra, H.F.S

Divisional Forest Officer.
SIRSA

Title of the Project: For access to M/s Nayara Energy (Formerly ESSAR Oil) retail outlet on bearing Khasra no. 59//14/1, 14/2 on Dabwali Choutala road at village Shergarh, under Forest Division & Distt. Sirsa.
File No.: FP/HR/Approach/146132/2021
Date of Proposal: 19/08/2021

CHECK LIST SERIAL NUMBER: 16
SITE INSPECTION REPORT NOT BELOW THE RANK OF DCF/DFO
(For the Forest land to be diverted under FCA)

A proposal has been received by this office from Divisional Manager (Retail sales), Nayara Energy, Haryana Divisional Office for diversion (under FCA-1980) of 0.0259 ha. of forest land. The project envisages use of forest land for access to M/s Nayara Energy (Formerly ESSAR Oil) retail outlet on bearing Khasra no. 59//14/1, 14/2 on Dabwali Choutala road at village Shergarh, under Forest Division & Distt. Sirsa.

- 1 The site inspection of the land involved in the proposal has been done by me on 22.09.2021.
- 2 On inspection of the site, it is found that the land required by the user agency is a forest area measuring 0.0259 ha.
- 3 The requirement of forest land as proposed by the user agency in Col. 2 of part-I is unavoidable and is barest minimum required for the project.
- 4 Whether any rare/ endangered/ unique species of flora and fauna found in the area. If so, the details thereof.- No
- 5 Whether any protected archaeological/ heritage site/ defense establishment or any other important monument is located in the area. If so, the details thereof with NOC from the competent authority. - No
- 6 (a) The user agency has not violated the provisions of Forest (Conservation) Act, 1980 and no work has been started without proper sanction. X
- (b) It has been found that the user agency has violated the provisions of the Forest (Conservation) Act, 1980 and Indian Forest Act, 1927. A detailed report as per para 1.9 of Chapter 1, Part C of Hand-book of Forest (Conservation) Act, 1980 is attached. ✓

Recommended in public interest for acceptance or otherwise of the proposal.

Place: Sirsa

Date: 24/9/21

Signature

Name:

Office Seal

Ram Kumar Jangra, H.F.S

Divisional Forest Officer,
SIRSA

24/9/21

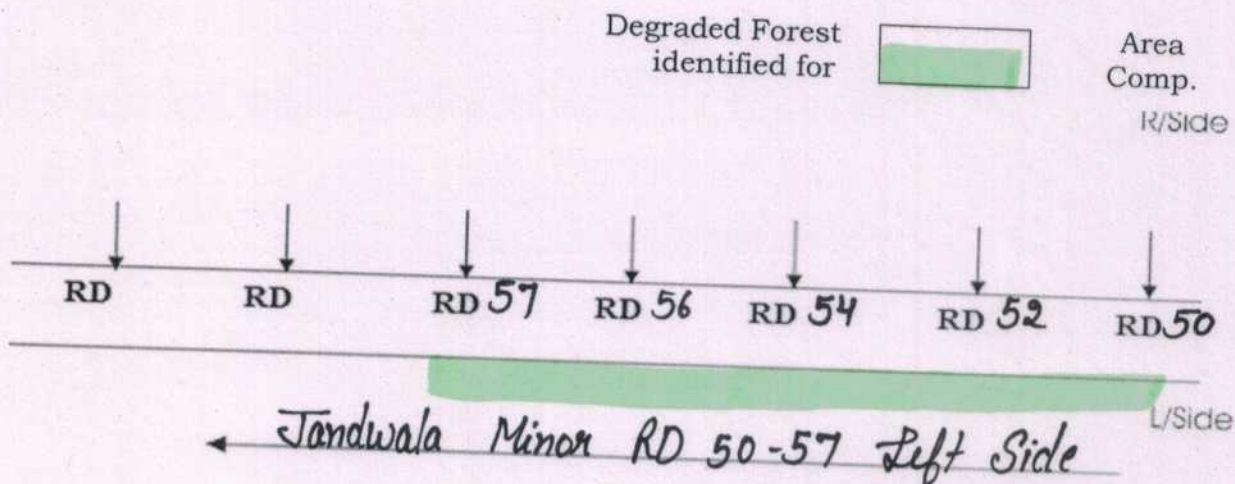
Title of the Project: For access to M/s Nayara Energy (Formerly ESSAR Oil) retail outlet on bearing Khasra no. 59//14/1, 14/2 on Dabwali Choutala road at village Shergarh, under Forest Division & Distt. Sirsa.
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CHECK LIST SERIAL NUMBER-17

LOCATION MAP

Location map of degraded forest area identified for diversion (under FCA-1980) of 0.0259 ha. of forest land for access to M/s Nayara Energy (Formerly ESSAR Oil) retail outlet on bearing Khasra no. 59//14/1, 14/2 on Dabwali Choutala road at village Shergarh, under Forest Division & Distt. Sirsa.

Village: Jandwala Tehsil: Sirsa Forest Range: Dabwali
Distt.: Sirsa Forest Division: Sirsa
Block No. / Compartment No. / Survey No: NIL Area: 0.10 Ha.
Plantation Site: Jandwala Minor. RD 50-57 Left Side
Latitude: 29°45'07.80" Longitude: 74°37'10.10"



Place: Sirsa

Date: 24/9/21

Signature

Name:

Office Seal

Ram Kumar Jangra, H.F.S
Divisional Forest Officer,
SIRSA

Title of the Project: For access to M/s Nayara Energy (Formerly ESSAR Oil) retail outlet on bearing Khasra no. 59//14/1, 14/2 on Dabwali Choutala road at village Shergarh, under Forest Division & Distt. Sirsa.
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Date of Proposal: 19/08/2021

CHECK LIST SERIAL NUMBER:-18

"SCHEME FOR C.A."

Name of the Forest/Reach to be diverted: Khasra no. 59//14/1, 14/2 on Dabwali Choutala road at village Shergarh, under Forest Division & Distt. Sirsa.
Forest Area = 0.0259 ha.

Details of degraded forest land/non-forest land where C.A. is to be carried out.

Division: Sirsa District: Sirsa Tehsil: Dabwali Range: Dabwali

C.A. Site name: Jandwala Minor RD 50-57 Left Side

Area to be Afforested : 0.10 ha

- a) Whether the site selected for Compensatory Afforestation is a Land bank: (No)
- b) If the CA site is other than the land bank, reasons be given: N/A
 In case of non-forest area identified for CA, then what is the distance of CA site from the adjoining forest boundary :- N/A
- i) Soil type: Soil type is sandy/loam
- ii) ii) Topography a. ~~Hilly/Undulating~~/Plain : Plain
 b. Slope: ~~Steep/Medium~~/Gentle: Gentle
- iii) Whether the area is bearing any root stock of vegetation:- No

Plantation Model:-
 Copy of the approved Compensatory Afforestation Scheme/Model showing component wise physical and financial break up is as under:

1. Schedule of Plantation Programme:-

Detail of year wise break-up of requirements of funds is as under:-
 The plantation cost is calculated for Tall Plants norms at 4m x 2½m spacing at the wage rate of Rs. 347.08 per day as under:-

Year	Rate per Plant
1 st Year cost of afforestation	Rs. 381.36/- Per Plant
2 nd Year maintenance	Rs. 122.5/- Per Plant
3 rd Year maintenance	Rs. 44.49/- Per Plant
4 th Year maintenance	Rs. 16.54/- Per Plant
5 th Year maintenance	Rs. 16.54/- Per Plant
6 th Year maintenance	Rs. 16.54/- Per Plant
7 th Year maintenance	Rs. 16.54/- Per Plant
8 th Year maintenance	Rs. 16.54/- Per Plant
9 th Year maintenance	Rs. 16.54/- Per Plant
10 th Year maintenance	Rs. 16.54/- Per Plant
Total	Rs. 664.13

Area to be Diverted : 0.0259 ha.

No. of Trees to be felled : 0

No. of Plants to be damaged : Nil

Area to be planted under normal CA : 0.100 ha. (Normal CA area planted)

Plants to be Planted under normal CA : 100 (@ 1000 plants per ha.)

Total Area to be planted (CA) : 0.10 ha. (@ 1000 plants per ha.)

Sr. No.	Description	Area in Ha.	Rate	Total Amt. (Rs.)
A	Net Present Value of Forest Land to be diverted	0.0259	Rs. 8.87 Lacs per Ha	22973
B	Compensatory afforestation Charges	No. of plants		
	(1) 1st Year cost of afforestation	100	Rs. 381.36/- Per Plant	38136.00
	(2) 2nd Year maintenance	100	Rs. 122.50/- Per Plant	12250.00
	(3) 3rd Year maintenance	100	Rs. 44.49/- Per Plant	4449.00
	(4) 4th Year maintenance	100	Rs. 16.54/- Per Plant	1654.00
	(5) 5th Year maintenance	100	Rs. 16.54/- Per Plant	1654.00
	(6) 6th Year maintenance	100	Rs. 16.54/- Per Plant	1654.00
	(7) 7th Year maintenance	100	Rs. 16.54/- Per Plant	1654.00
	(8) 8th Year maintenance	100	Rs. 16.54/- Per Plant	1654.00
	(9) 9th year maintenance	100	Rs. 16.54/- Per Plant	1654.00
	(10) 10th Year maintenance	100	Rs. 16.54/- Per Plant	1654.00
	(11) Barbed wire fencing charge	0.4	Rs. 200000/- per RKM	80000.00
	Total C.A. Charges (B)		Total	146413.00
C	Supervisory/Overhead /Miscellaneous Charges		10% on the total CA charges	14641.30
	Total C.A. Charges (B+C)		Total	161054.30
D	Catchment Area Treatment Plan (Soil and Moisture Conservation)		30% of Total CA	48316.29
E	Additional Compensatory afforestation			
	Total Add. C.A. Charges			0.00
	Penalty for violation as per provisions of s.no. ii (a) Para 1.21 Chapter-1 of Handbook of forest (Conservation) Act, 1980 and forest Conservation Rules, 2003 (Guidelines & Clarifications)-2019 with interest. Period of violation from 25-02-2010 to 22-09-2021 (Maximum 5 years) Amount of NPV for penalty/violation=Amount of NPV*No. of years under violation(Maximum 5 years) (22973*5 =114865 Amount of Interest i.e. 12% per annum on amount of NPV for penalty= 114865*12/100*5=68919		Amount of NPV for penalty/violation+Amount of interest= 114865+68919= 183784	183784
	Total Penalty for violation		114865+68919	183784
F	Felling charges Volume (M3)	0	Rs. 1200/- per M3	0.00
			Total	0.00
G	Any other charges (if necessary)			0.00
	Grand Total (A+B+C+D+E+F+G) to be deposited in CAMPA fund			416128

2.

Technical details:-

Technical details of Compensatory Afforestation Scheme are as follows:-

- a) General Details:- Plantation will be done with 3 strand barbed wire.
- b) Spacement:- $4 \times 2\frac{1}{2}$ meter
- c) Species:- Neem, Shisham, Jamun etc.
- d) Plantation Method :- Tall Plantation
- e) Soil and Moisture Conservation Works: As per Scheme.
- f) Protection (Fencing, Watchman, Tree Guard etc.): - Fencing
- g) Proposed Monitoring Mechanism:- (M&E)
- h) Any Other information:- Nil

Place: Sirsa

Date:

Signature

Name:

Office Seal

Ram Kumar Jangra, H.F.S

Divisional Forest Officer.

SIRSA

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Date of Proposal: 19/08/2021

CHECK LIST SERIAL NUMBER: 20

"LAND SUITABILITY CERTIFICATE BY DFO "

This is to certify that Jandwala Minor. RD 50-57 Left Side land bearing Survey No./Compartment No. 'Nil' of Dabwali Range, Tehsil Sirsa, District Sirsa identified for Compensatory Afforestation & Additional Compensatory Afforestation is suitable for undertaking plantation from management point of view and is free from all sorts of encumbrances and encroachment. Extent of forest land proposed for compensatory afforestation & Additional Compensatory Afforestation is 0.10 ha. as no. of plants to be planted are 100 (1000 Plants per Ha).

Place: Sirsa
Date:

Signature
Name:
Office Seal

Ram Kumar Jangra, H.F.S
Divisional Forest Officer,
SIRSA

Detailed Violation Report

दिनांक 25.02.2010 को डबवाली-संगरिया रोड़ कि०मी० 5-6 बाई साईड की हलका वन रक्षक द्वारा गस्त की गई। गस्त के दौरान पाया गया कि डबवाली-संगरिया रोड़ कि०मी० 5-6 बाई साईड पर गांव शेरगढ में पेट्रोल पम्प के रास्ते हेतु सुरक्षित वन भूमि पर कब्जा किया हुआ है। जिसके लिए आरोपी श्री अमित कुमार पुत्र श्री दर्शन कुमार मितल निवासी मितल स्ट्रीट वार्ड न० 3 नजदीक दुर्गा मन्दिर डबवाली जिला सिरसा द्वारा वन विभाग से कोई अन्नापति प्रमाण पत्र नहीं लिया गया है। जिससे स्पष्ट है कि श्री अमित कुमार पुत्र श्री दर्शन कुमार मितल ने पेट्रोल पम्प के रास्ते हेतु वन भूमि का इस्तेमाल करके भारतीय वन अधिनियम 1927 की उल्लंघना की गई है। इस उल्लंघना के लिए श्री अमित कुमार पुत्र श्री दर्शन कुमार मितल निवासी मितल स्ट्रीट वार्ड न० 3 नजदीक दुर्गा मन्दिर डबवाली जिला सिरसा के खिलाफ वन अपराध रिपोर्ट नं० 008629/2010-11 दिनांक 25.02.2010 चाक करके मान्नीय विशेष पर्यावरण मंत्रालय कुरुक्षेत्र में केस दायर किया गया था जिस पर मान्नीय न्यायलय द्वारा 89600/- रुपये का जुर्माना लगाकर केस फाईल कर दिया गया था तथा प्रयोक्ता एजेंसी को इस रास्ते की मंजूरी हेतु एफ०सी०ए०-1980 के तहत प्रस्ताव बनाकर वन मण्डल कार्यालय, सिरसा में देने हेतु कहा गया। इस केस की स्वीकृति हेतु जनहित को ध्यान में रखते हुए पैनल्टी फॉर एन०पी०वी० सहित केस स्वीकृत करने की अनुशंसा की जाती है।

Ram Kumar Jangra, H.F.S

Divisional Forest Officer,
SIRSA

क्षति रिपोर्ट नं०

DR.R.No.-5-D/2009-10.

फार्म संख्या 15

नं०

87

Nº 008629

वन विभाग हरियाणा मण्डल... रिपोर्ट नं० 00.8629..
सेवा में

परिक्षेत्र अधिकारी... परिक्षेत्रीय नाम...
श्रीमान जी,

आज तिथि 25 मास 02 मास 2010
को जंगल...
निम्नलिखित नुकसान पाया... आज विना 25-02-2010 को
मंडल...
5-6 Left Side (चौक - डिपल रोड रोराद) का निर्माण किया गया
निर्माण करवा पाया गया...
रक पेड़ों के पत्तों...
पत्तों के पत्तों...
हुआ है। जिसका क्षेत्रफल 16 X 7 X 2 = 224 वर्ग मीटर उपयोग
किया हुआ पाया गया।

मूलजिम का नाम... अमित कुमार
पिता का नाम... दशरथ कुमार सिंह
जाति...
गांव...
मार्के पर/नहीं/पकड़ा गया।
जलदायक...
A.V. Vairaghar.
जलदायक...
Essar House P.O. Box 7945 - 11 Keshav Rao Khayrabad
Maha... 600034

15
127

कम्प्यूटर द्वारा मुद्रित होने पर ही वैध
VALID ONLY IF COMPUTER PRINTED
केवल छः महीनों के लिये ही वैध
VALID FOR SIX MONTHS ONLY
आर. के. ए. शाखा
Issuing Branch: C A G BRANCH, MUMBAI
कॉड नं. / CODE No: 09995
Tel No. 022-61542502

भारतीय स्टेट बैंक
State Bank of India
मांगद्राफ्ट
DEMAND DRAFT

र. नं. 50,000/- एवं अधिक के निम्नलिखित से अधिकवर्तियों द्वारा हस्ताक्षरित होने पर ही
INSTRUMENTS FOR RS. 50,000/- & ABOVE ARE NOT VALID UNLESS SIGNED BY TWO OR
दिनांक / DATE: 18/10/2011
Key: YOHJOV
Sr. No: 381741

मांगे जानेपर ON DEMAND PAY THE DIVISIONAL FOREST OFFICER *****

THE DIVISIONAL FOREST OFFICER *****

रुपये
RUPEES

EIGHT	NINE	SIX	ZERO	ZERO
T HDS	T HDS	HUNDS	TENS	UNITS

PAISE ZERO ONLY



रुRs. 89600 पैPs. 00

AMOUNT BELOW 99901(8/5)

मूल्य प्राप्त / अदा करें / VALUE RECEIVED

भारतीय स्टेट बैंक
STATE BANK OF INDIA



अदाकर्ता शाखा / DRAWEE BRANCH: SIRSA MAIN BRANCH
कॉड नं. / CODE No: 00719
IOI 000203230337 Key: YOHJOV Sr. No: 381741

प्राधिकृत हस्ताक्षरकर्ता / AUTHORISED SIGNATORY
(हस्ताक्षर नमूना क्र० / S.S. NO.)

(Signature)

शाखा प्रबन्धक / BRANCH MANAGER
गंगाधर नमूना क्र० / S.S. NO. 1
Gangadhar B. Wagh

230337 0000020001 000203 16

Ref.: HR-0071/A
Date: 07/06/2016

Mr. Pawan Kumar Bansal,
S/o Mr Surinder Mohan Bansal
House No 154
Loona Factory Wali Gali
Ward No 2,
Nai Dabwali,
Sirsa
Haryana

Essar Oil Limited
2314, 3rd Floor, Tower "A"
The Corentum, A-41, Sector 62,
Noida - 201 309 (U.P.)
India

Corporate Identity Number:
L11100GJ1989PLC632116

T: +91 120 426 3049 / 426 3039
email: esmarketing@essar.com

Sub: Letter of Appointment - Franchise for selling MS/HSD/Lubes(Regn. No. HR-0071/A)

Sir

- Pursuant to your request vide Expression of Interest dt 10/04/2015, we are pleased to offer you the Franchise of Essar Oil Limited (the Company) for the Retail Outlet (RO) admeasuring 1983.6 Sq. Mts. bearing Khewat no. 142, khata no. 241 to 247, khewat no. 145 khata no. 258, 259 of village shergarh, Taluka Mandi Dabwali, Distt. Sirsa, Haryana. in the place of Mr Amit Mittal, Mrs Krishna Devi, Mr Prashant Mittal & Rishi Mittal with effect from 31/05/2016. This Letter of Appointment (LOA) outlines the broad terms and conditions that will apply to your Franchise and supersedes the appointment of Mr Amit Mittal, Mrs Krishna Devi, Mr Prashant Mittal & Rishi Mittal, partners M/s Mittal Petro Services.
- Please note that this summary of indicative terms and conditions is not meant to be, nor shall it be construed as, an attempt to define all of the terms and conditions of your appointment as a Franchisee. The final and complete set of terms and conditions governing this appointment will be spelt out in the Franchisee Agreement.

- | | | |
|-----------------------------|---|--|
| 2.1 Name of the Franchisee | : | Mr. Pawan Kumar Bansal |
| 2.2 Site address | : | Khewat no. 142,
Khata no. 241 to 247,
Khewat no. 145
Khata no. 258, 259
Village Shergarh,
Taluka Mandi Dabwali,
Distt. Sirsa,
Haryana, |
| 2.3 Land / Lease | : | The above said land was taken on lease by the company vide lease deed dated 20/04/2006 from Mr. Mr. Darshan Kumar Mittal S/o Mr. Hansraj The terms and conditions of the said lease shall be binding on you. You will buy the land subject to the lease with the company, and execute a fresh lease deed with the company. |
| 2.4 Site and RO Development | : | You shall undertake at your cost, all civil constructions but only after receipt of consent from our end to commence the construction. The structure / design of the RO would be strictly according to the standards and specifications laid down by the Company. The equipment required for storage and dispensation of |

2.8 Franchisee Sales Margin

For the purchases of MS & HSD made by you from the Company you will be entitled to Franchisee margin at the rates to be fixed by the Company and communicated to you from time to time.

2.9 Other business activities

You will be required to set up certain other business activities on the site as may be decided by the Company, from time to time, on such terms and conditions as may be agreed between the Company and yourself. However, you are precluded from setting up or carrying on any other business activities at the site, except those for which you have been specifically authorised by the company from time to time.

2.10 Working Capital

You shall arrange the necessary working capital for efficient and uninterrupted operation of the RO to the satisfaction of the Company.

2.11 Exclusivity

The aforesaid premises and the equipment installed at the site shall be used for the sole and exclusive purpose of storing and selling the Company's products, including, without limitation, MS, HSD, lubes and such other allied products / services as shall be introduced by the Company from time to time and in the manner and on terms as may be intimated to you by the Company.

This LOA is being issued to you on the specific information given by you that you are not a dealer for any other Oil Company – Public or Private Sector and that, you shall not take up the RO dealership / franchise or any such business of any other Oil Company while you are a Franchisee of Essar Oil Ltd.

The company shall not permit you to purchase / sell any products(s) not authorised by the company from the RO.

2.12 Operational and Maintenance costs: The maintenance of equipment & civil constructions shall be undertaken by you on a regular basis in order to keep the assets in good working condition at all times and to the entire satisfaction of the Company.

All related operational and maintenance costs including electricity charges, water charges and other taxes and duties, with respect to the RO shall be borne by you.

2.13 Supplies

MS/HSD will be supplied to you by the Company or its designees in bulk tank lorries against indents signed by you. Normally you will need to provide at least 48 hours of notice to the supply location to enable supply location to maintain timely supplies to you. The supply of products shall be at the sole discretion of the Company and you shall not make any grievance, if the

2.19 Promotional Activities :

You will fully co-operate and participate financially and otherwise in all sales promotional activities, which may be initiated by the Company and / or by such companies whose products /services will be sold from the RO

2.20 House-Keeping :

You will ensure that the RO is adequately illuminated and the driveways of the RO are kept clear and in proper condition so as not to hinder the smooth flow of traffic at the outlet. The RO premises must be kept clean as per standards laid down by the Company.

2.21 Working Hours :

The working hours of the RO shall be prominently displayed. Holiday notices shall be displayed well in advance. Notwithstanding the above, in the interest of sales and customer convenience the Company at its sole discretion may require you to operate the RO round the clock.

2.22 Management :

It would be obligatory on your part to:

- I) Manage the RO efficiently and tap the full sales potential of your trading zone.
- II) Employ dedicated and well trained staff to render courteous and efficient service to the customers.
- III) Ensure training of the staff and employees on a continuous basis to enhance customer satisfaction and safe operation of the RO.
- IV) Pay salary/wages to your employees and provide them such service conditions which do not violate any of the applicable Laws /Rules etc., which may be in force from time to time.
- V) Maintain all books and details of sales and stocks as prescribed by the company and make these available for scrutiny by the authorised staff and other concerned officials of the Central / State Government without any let or hindrance.

2.23 Licenses and Registration :

You shall ensure compliance with all statutory / regulatory requirements as may be necessary for setting up and operating the RO

2.24 Storage license :

The storage license from the Department of Explosives and all other statutory approvals and clearances shall be obtained by you and kept renewed from time to time, at your cost, in the name of Essar Oil Limited. The Company shall render you necessary advice and assistance for this purpose as and when required. Such licenses and approvals will be kept / displayed in the RO for scrutiny by the Company / Statutory authorities.

7. The LOA issued by the Company is a confidential document and you shall not disclose the contents of this document to any other person and/or competitors of the Company nor will you give a copy of the same to anyone.

8. **Anti-bribery Obligations**

You are aware that the Company being a subsidiary of Essar Energy Plc is bound to comply with the provisions of UK Bribery Act, 2010 and Essar Energy Plc's Anti-Corruption Code/ Policy and the same are also binding on you, being the Franchisee of the Company. To this end following are your obligations.

- i. You shall comply with all relevant laws applicable to the activities performed by you under this LOA including all relevant anti-corruption laws. You shall not, and nor shall any of your officers, employees, representatives or agents ("Associated Parties"), directly or indirectly, make or offer any payment, gift or other advantage with respect to any activity/matters which are the subject of this contract which (i) would violate any anti-corruption laws or regulations applicable to you or your Proprietorship concern / Firm or business thereof, (ii) is intended to, or does, or would influence or reward any person to act or reward any person for acting in breach of an expectation of good faith, impartiality or trust, or which it would otherwise be improper for the recipient to accept, (iii) is made to or for a Public Official with the intention of influencing such a person and obtaining or retaining an advantage in the conduct of business, or (iv) which a reasonable person would otherwise consider to be unethical, illegal or improper (any one of (i) to (iv) being a "Corrupt Act").
- ii. You represent and warrant that you and your Associated Parties have not engaged in any Corrupt Act prior to the date of this contract.

For the purposes of this LOA, "Public Official" includes, without limitation, any person holding or acting on behalf of a person holding legislative, administrative or judicial office, including any person employed by or acting on behalf of a public agency, a state owned or public enterprise, a public international organization, any federal or regional government department or agency, any political party, or any candidate for political office, or a relative or associate of any such person.
- iii. You shall have in place appropriate anti-corruption systems and controls such as are reasonably likely to be regarded as constituting "adequate procedures" for the purposes of section 7 of the UK Bribery Act 2010.
- iv. During the term of this LOA, you shall (i) properly and accurately record in your Books and Records all transactions which relate in any way to this contract ("Transaction Records"), (ii) provide the Transaction Records and/or any other such information as EOL/Company may reasonably require by notice in writing in order to monitor your compliance with your obligations under aforesaid clauses. For the purpose of this clause "Books and Records" shall be deemed to include, without limitation, corporate records, bank statements, books of account, supporting documentation and other records and documentation (including without limitation, invoices, transfer documents and any other documents), whether in paper or other form.
- v. You hereby undertake not to share any fees, commission or other reward paid to you by EOL/Company with any Public Official or with an Associated Party of a business partner or potential business partner of EOL/Company.
- vi. To the best of your knowledge and belief, neither you nor any of your Associated Parties:
 - a. has at any time been found by a court in any jurisdiction to have engaged in any Corrupt Act (or similar conduct);

TO WHOMSOEVER IT MAY CONCERN

Letter of Authority

We hereby confirm that Shri Manish Singh Divisional Manager(Retail Sales), Nayara Energy (Formerly Essar Oil, posted as Gurgaon Office, is authorized to file application for diversion of forest land for use of entry and exit to our Petrol Pump site for the following location:-

Village-Shergarh, District-Sirsa, State- Haryana.

for Nayara Energy (Formerly Essar Oil)

For Nayara Energy Limited

Authorized Signatory

Headquarters
49 Border Roads Task Force
C/O 56 APO

2026
2038/ 86 /E2

09 Mar '2004

The District Magistrate
Sirsa (Hissar)

ISSUE OF NOC FOR INSTALLATION OF PETROL
PUMP AT KM 5.700 ON ROAD DABWALI-SANGARIA

Sir,

1. Reference your letter No 550-57/BLA dt 19.2.04.
2. The BRO has no objection in setting up a petrol pump at Km 5.700 on road Dabwali-Sangaria by ensuring following are provided:-
 - a) That the road land 40 Feet from centre line of the road is not encroached for installation of Petrol Pump.
 - b) No hindrance is caused to the traffic due to installation of Petrol Pump.
 - c) Drainage system is not disturbed and side drain/covered drain is provided for proper drainage of surface run off by the owner of the Petrol Pump.

Yours faithfully,

R. K. Mehra

रमेश चन्द्र मेहरा
D.C. MENTHA
सहायक सचिव (सिविल)
S.D. (Civil)
Commandant
49 सी. स. रु. बल (ग्रेफ)
49 BRTF (GREF)

GSTIN : 06ABXPB5786A1Z1

SHERGARH BALAJI FILLING STATION

DEALER : NAYARA ENERGY

Dabwali-Hanumangarh Road, (Chautala Road)

VIII. SHERGARH, (Mandi Dabwali), Teh. Dabwali,

Distt. Sirsa (Haryana)



Ref. No.....

Dated.....

Ref:NOC/VILLAGE SHERGHAR

THE

DATE: 18.07.2021

DFO,

SIRSA,

Haryana,

Subject: Application for No Objection Certificate for Existing Retail Outlet (Petrol Pump) of Nayara Energy (Formerly Essar Oil) at location Village Shergarh ,On Dabwali-Chautala Road (LHS), Teshil Dabwali, District-Sirsa, Haryana.

Dear Sir /Madam,

With Refrence to Shergarh Nayara Energy (Formerly Essar oil) Retail Outlet, Retail Outlet was commsioned in 2004 & CLU Was not Required before start of operations.

Thanking you,

Yours truly,

For Shergarh Balaji Filling Station


Prop.



Full Title of the Project: Access to M/s Nayara Energy (Formerly ESSAR Oil) Retail outlet on Bearing Khasra No. 59//14/1, 14/2 on Dabwali Choutala Road at village Shergarh, under Forest Division & Distt. Sirsa.

File No. _____

Date of Proposal _____

AFFIDAVIT

I, Divisional Manager (Retail Sales), Nayara Energy, Haryana Divisional Office do hereby solemnly affirm & declare as under:

1 That there is no retail outlet within a distance of 3 Km of same side of proposed site Access to M/s Nayara Energy (Formerly ESSAR Oil) Retail outlet on Bearing Khasra No. 59//14/1, 14/2 on Dabwali Choutala Road at village Shergarh, under Forest Division & Distt. Sirsa.

Verification:

Verified that the above statement is true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Place:

Dated:

Nayara Energy Limited
Authorised Signatory
Deponent

Nayara Energy Limited
Deponent Authorised Signatory

cy
Ram Kumar Jangra, H.F.S

Divisional Forest Officer,
SIRSA



Full Title of the Project: Access to M/s Nayara Energy (Formerly ESSAR Oil) Retail outlet on Bearing Khasra No. 59//14/1, 14/2 on Dabwali Choutala Road at village Shergarh, under Forest Division & Distt. Sirsa.

File No. _____

Date of Proposal _____

CERTIFICATE

1. It is certified that no **HIGH TENTION WIRE** is passing above the proposed Access to M/s Nayara Energy (Formerly ESSAR Oil) Retail outlet on Bearing Khasra No. 59//14/1, 14/2 on Dabwali Choutala Road at village Shergarh, under Forest Division & Distt. Sirsa.
2. There is no **LPG** godam situated near to the site.

Nayara Energy Limited

Authorised Signatory

Sign. of User agency

Cy

Ram Kumar Jangra, H.F.S

Divisional Forest Officer,
SIRSA

JS