

#### भारत सरकार

#### GOVERNMENT OF INDIA पर्यावरण, वन एवं जलवायु परिवर्तन मंत्रालय

**CLIMATE CHANGE** 

### MINISTRY OF ENVIRONMENT, FOREST &

#### File No. 6-GJB054/2020-BHO/ 754

To,

The Addl. Chief Secretary (Forests)

Govt. of Gujarat

Sachivalaya, Gandhinagar

Gujarat.

Sub.:

Diversion of 0.0575 ha of Protected Forest land for construction of approach road to connect Karunasagr Petroleum on SH-175 (Valia-Zankhavav road near Rundha village of Valia Taluka in favour of Karunasagar Petroleum in Bharuch District of Gujarat.

Ref: Govt. of Gujarat letter No. FCA-1020/2-02/20/SF-130/F dated 17.08.2020.

Sir.

With reference to the above mentioned subject and letter under reference, I am directed to inform you that after examination of the proposal it is observed that the proposal needs further clarification. Thus, I am directed to request you to submit following information/documents:

- a) The proposed area is only 0.0575 ha and 131 trees are marked for felling. This needs to recheck and submit revised tree enumeration list.
- b) The proposed approach road is for petrol pump. Thus, the authority/allotment letter from the respective Petroleum company & Govt. of Gujarat shall be submitted.
- c) The proposed for petrol pump is on private land. So, maps and KML file of that private land shall be submitted and uploaded.

Further, necessary action will be carried out after receipt of above information.

(B. Abhay Bhaskar)

ਵੀਤੀ**ਸ਼** कार्यालय ਪ੍ਰਤਿਹਸ ਲੇਤ

Regional Office, Western Region

"Kendriya Paryavaran Bhavan" लिन्स रोड न0-3,Link Road No. 3

E-5,रविशकर नगर/Ravi Shankar Nagar

Dated: 31 /08/2020

भोपाल (मоро)/Bhopal-462016 (M.P.) Phone No. 0755-& 2466525, 2465496

क्रम न / Fax No. 0755-2463102 अणुडाक /E-mail: rowz.bpl-mef@mc.in

Asstt. Inspector General of Forests (C)

#### Copy to:

- 1. PCCF & HoFF, Forest Department, Govt. of Gujarat, Ananya Bhawan, Gandhinagar.
- 2. APCCF & Nodal officer, Forest Department, Govt. of Gujarat, Ananya Bhawan, Gandhinagar.

## KARUNASAGAR PETROLEUM

PLOT NO. 147, VILLAGE, RUNDHA, PIN: 393125 TALUKA: VALIA, DISTRICT: BHARUCH

PHONE: 9998753206

Mail ID: chaudharisima701@gmailcom

Ref:

Karunasagar Petroleum/Submission of MOEF & CH, Bhopal Query Compliance Report/2020

Date: 9/09/2020

APCCF & Nodal Officer Forest Department - Government of Gujarat Aranya Bhavan - Gandhinagar

Dear Sir,

Diversion of 0.0575 Ha of Protected Forest land for construction of Approach Road to connect Sub: Karunasagar Petroleum on SH-175 (Valia-Zankhavav Road near Rundha Village of Valia

Taluka in favour of Karunasagar Petroleum in Bharuch District of Gujarat

1) MOEF&CC, Bhopal letter no. File No. 6-GJB054/2020-BHO/754 dated 31.08.2020 Ref:

2) Government of Gujarat - Letter No. FCA-1020/2-02/SF-130/F dated 17.08.2020

With reference to the aforesaid letter (Ref. 1) of MOEF&CC, Bhopal, we submit herewith Compliance Report by submission of following documents:

 Collectorshree, Bharuch District - Letter No. MAG/NOC/WS/8069/8713/245/2019 Office of District Magistrate, Bharuch dt. 13/01/2020 - NOC for granting License.

Collectorshree, Bharuch District - Letter No. FOR/WS/2537 dt. 7/07/2020 - FRA letter.

BPCL Letter No. SRT/NR018-19/315/Valia to Zankhav, SH 175 dt. 22.02.2019 - Letter of Intent (LOI) for offering us a Retail Outlet Dealership of BPCL on SH 175, Valia to Zankhav Road.

4. The Petrol Pump is on Private Land having given NOC for granting License by the Collectorshree, Bharuch District vide above mentioned letter dated 13.01.2020, the Map and KML file is re-submitted and re-uploaded.

In view of foregoing, we humbly request you to grant us Stage-I approval at the earliest.

Thanking you,

YOURS FAITHFULLY FOR KARUNASAGAR PETROLEUM

cheelberiss

SIMABEN SANJAYBHAI CHAUDHARI PROPRIETOR

Encl: As Above

Asst. Inspector General of Forests (C), MOEF & CC, RO Office Western Region, CC: Kenriya Paryavahan Bhavan, Link Road No. 3, Ravi Shankar Nagar, Bhopal: 462016, M.P.

PCCF & HOFF, Forest Department, Government of Gujarat, Aranya Bhavan, Gandhinagar



## नायज वन संरक्षक्श्रीनी क्येरी

સામાજીક વનીકરણ વિભાગ. જીલ્લા તિજોરી કચેરી પાસે, કણબીવગા-ભરૂચ E mail ld: dycfbharuch@gmail.com , Tel No: -91(02642)-269065



41.4 46/2020

SHIS: 8/844/2-9 /2 64-52 15050-51

પૃતિ કરૂણા સાગર પેટ્રોલીયમ પ્લોટ નં ૧૪૭, ગામ રઢા, ત,વાલીયા જી. ભરૂચ.

વિષય: Proposal for grant of permission for diversion of protected forest land for construting approach road to connect karunasagar petroleum on SH-175 ( Valia-Zankhvav) Raod near rundha village of Valia-taluka of Bharuch.( Protected Area: 0.0575 Ha.) સંદર્ભ: ભારત સરકારશ્રીના પત્રાંક: 6-GJ054/2020-BHO/754 Dt. 31-8-2020

જયભારત સફ ઉપરોક્ત વિષય અને સંદર્ભ પત્ર અન્વયે જણાવવાનું કે આપના દ્વારા દાખલ કરેલ દરખાસ્તમાં ક્ષતિઓ ભારત સરકારશ્રી દ્વારા ઉપસ્થીત થયેલ છે. જેની પુર્તતા આપના દ્વારા કરવાની રફેશે. જેની વિગત આ સાથે સામેલ પત્રમાં છે. જે વફેલી તકે પુર્ણ કરવા વિનંતી છે. જે પુર્ણ થઇ આવ્યેથી આગળની કાર્યવાફી ફાથ ધરી શકાય.

બિડાણ: સંદર્ભ પત્રની નકલ

(ભાવનાં. બી.દેસાઇ) નાયબ વન સંરક્ષક સામાજીક વનીકરણ વિભાગ ભરૂચ

નકલ રવાના: રેજ ફોરેસ્ટ ઑફિસરશ્રી , સામાજીક વનીકરણ રેંજ વાલીયા તરફ સ્થળ તપાસ કરી ક્ષતી -1 માં દર્શાવ્યા મુજબના વૃક્ષોનું પુન: ચકાસણી કરી તેના માર્કિંગ ખરડા સફિત 1 થી ૫ પત્રક સાથે અફેવાલ સાદર કરવા જણાવવામાં આવે છે. .

# OFFICE OF THE COLLECTOR AND DISTRICT MAGISTRATE BHARUCH (GUJARAT)



Jilla Seva Sadan, Kanbiwaga, Ta & Dist : Bharuch - 392001 Ph.No(02642)243751 Fax

No.(02642)240602,243751

No: MAG/NOC/WS/8069/8713/245/2019 Office Of District Magistrate, Bharuch Date:\2 /01/2020

#### READ:-

- (1) Application Dated: 14/04/2019 Of Territory Manager (Retail) Surat , Bharat Petroleum Corporation Limited, Survey No.147, Gujarat Sh-175,Ta-Valiya,Di-Bharuch.
- (2) Jt.Chief Controler of Explosive A1 & A2 wing, 5<sup>th</sup> Floor, C.G.O. Complex, CBD Belapur, Navi Mumbai (M.S), Mumbai's letter No: A/P/WC/GJ/14/7734 (P440943) Dt.12/04/2019.
- (3) Executive Engineer, (R & B) Bharuch's letter No: CB/2/99/2019. Dt.04/01/2020.
- (4) Supdt. Of Police, Bharuch's letter No:CB-5/NOC/112/VASHI/34017/2445/2019, Dt:06/12/2019
- (5) Sub Divisional Magistrate, Jhagadia's letter No:MAG/NOC/VASHI/1283,
  Dt:09/11/2019
- (6) This office letter No:MAG/POL/VASHI/3382 TO 3390, dt:01/05/2015
- (7) Petroleum Rules-2002, Rule No:144

#### NO OBJECTION CERTIFICATE

With reference to the application Dated: 14/04/2019 Of Territory Manager (Retail) Surat , Bharat Petroleum Corporation Limited, Survey No.147, Gujarat Sh-175, Ta-Valiya, Di-Bharuch and in pursuance of rule 144 of the petroleum rules- 2002, there is no objection for granting license under the petroleum rules-2002 to Bharat Petroleum Corporation Limited, for <u>"Petroleum Products Class A 20.KL & B- 20 K.L."</u> in their premises at Survey No.147, Gujarat Sh-175, Ta-Valiya, Di-Bharuch, State: Gujarat as shown in the site plan duly endorsed and enclosed herewith.

The following particulars have been considered while issuing this no objection certificate, namely-

A. The lawful possession of the site by the applicant is lawful and authorization from land owner or lease holder for developing premises under these rules for storage of petroleum products;

- B. Interest of public, specially the off-site facilities like schools, hospitals or proximity to places of public assembly and the mitigating measures, if any, provided;
- C. Traffic density and impact of traffic;
- D. Conformity of proposal to the local or area development planning;
- E. Accessibility of site to fire tenders in case of emergency and preparedness of fire services for combating the emergencies;
- F. Genuineness of purpose;
- G. Any other matter pertinent to public safety;

The issue of present no objection certificate is subject to the following conditions:

- The applicant should take all necessary preventive steps for safety and provide all fire fighting equipments to take care in any fire incident as per guidelines of explosive department.
- The applicant should arrange 1.80 metres high wire fencing around the petroleum storage area.
- The applicant should take necessary permission for revised construction & approach road if any, from concern authority.
- The applicant should take permission from Gujarat Pollution Control Board if necessary.
- 5. The applicant should construct as per approved plan by PESO vide letter No: A/P/WC/GJ/14/7734 (P440943) Dt.12/04/2019
- The applicant should follow the rules and regulations of petroleum act and petroleum rules.
- This certificate is only for petroleum NOC and title of land and revenue related other clearance shall be obtained separately by the applicant.
- In the event of breach of any above conditions this NOC shall stand cancelled automatically.

Ganci Mog Straight

(J.B.PATEL)
Additional District Magistrate
Bharuch

To,

- (1) Territory Manager (Retail) Bharat Petroleum Corporation Limited, Surat Hajira Road, Hajira depot, Po-Icchapor, Di-Surat 394 510, State-Gujarat
- (2) Manager of Bharat Petroleum Corporation Limited, Survey No.147, Gujarat Sh-175, Ta-Valiya, Di-Bharuch, State-Gujarat.

#### C.F.W.C.To:

- (1) Jt.Chief Controler of Explosive A1 & A2 wing, 5<sup>th</sup> Floor, C.G.O. Complex, CBD Belapur, Navi Mumbai(M.S), Mumbai-400614- for information and necessary action.
- (2) Executive Engineer, (R & B) Bharuch for information and necessary action.
- (3) Supdt. Of Police, s.p. office, kali talavadi, Bharuch-for information.
- (4) Sub Divisional Magistrate, Jhagadia for information.
- (5) Executive Magistrate and Mamlatadar, Valiya- for information.
- (6) The controller of explosive, 5<sup>th</sup> floor, A-block, CGO complex, Seminary Hills, Nagpur-440006- for information and necessary action.

#### LOI: CATEGORY SC/ST

Ref: SRT/NRO18-19/315/Valia to Zankhav, SH 175

Date: 22.02.2019

To,

Smt. Simaben Sanjaybhai Chaudhari

At Post: Ubhariya, Tal- Umerpada,

Distt: Surat, Gujarat - 394440

Dear Sir/Madam,

Sub: Proposed MS/HSD Retail Outlet Dealership at Location: Valia to Zankhav, SH 175, District: Bharuch, State: Gujarat, Category: ST

We refer to our advertisement dated and your application form No. 15450300432496 for the award of MS/HSD Retail Outlet dealership at the above location and the subsequent draw of lot/ Bidding held at NA (Single applicant- Draw of lots).

Please be informed that by this Letter of Intent, we propose to offer you a Retail outlet dealership of BPCL at the above location on the following terms & conditions:-

- You have offered a suitable piece of land admeasuring 900 SQ meters. (frontage 30 Mtrs X Depth 30 Mtrs) at survey no 147 as indicated by you in the application for the development of the subject Retail Outlet. You have to make available this land within 2 months from the date of this letter failing which this offer is liable to be withdrawn.
- 2. As and when advised by the Corporation, the site offered by you would be duly developed up to the road level by cutting/filling (as applicable), with good earth/murrum, layer-wise compacted as per standard engineering practices. You shall also construct necessary retaining wall and compound wall of 1.5 meters height, designed as per site conditions as per approval of Corporation as committed under Clause 12 (e)/11(e) of affidavit submitted by you along with application. Subsequently, the land would be required to be transferred on lease for a minimum period of 19 Yrs 11 Months with renewable option at rentals mutually agreed upon

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हजीरा डेपो, सुरत-हजीरा रोड, पो.: इच्छापोर, जिला-सुरत-394 510. कार्या (261) 2860454, 2860500. रजिस्टर्ड ओफिस : भारत भवन, 4 एवं 6, करीमभॉय रोड, बेलार्ड इस्टेट, पस्ट बॉक्स क्र.688, मुंबई – 400 001.

Hazira Depot, Surat-Hazira Road, P.O.: Ichhapore, Dist.-Surat-394 510. Tel.: Off.: 0261-2860454, 2860500. Registered Office: Bharat Bhavan, 4 & 6, Currimbhoy Road, Ballard Estate, P. B. No. 688, Mumbai - 400 001.

/ sold to BPCL. Kindly note that in case the site as offered by you for leasing/sale to BPCL for putting up the Retail Outlet is not made available for lease/purchase as per the advice of the Corporation, this Letter Of Intent will be withdrawn without any further notice. However, there is no commitment from BPCL for taking the said land from you.

BPCL will develop the retail out let at the above location Valia to Zankhav Rad, SH
175 on the said site to be taken on lease/purchase by BPCL with appropriate
structures, storage tanks and pumps.

Additional facilities (site specific) may also be developed by BPCL on its sole discretion such as Canopy, Service Station or any other facility as may be decided by BPCL from time to time.

- 4. For the facilities that may be provided by the Corporation as aforesaid, we will recover from you license fee as may be decided by the Corporation and applicable to you from time to time. At present, the license fee (incl. GST) recoverable is Rs. 472.77/KL for MS and Rs. 393.97/KL for HSD.
- The corporation will not be held liable for any loss or damage on account of delay that may be caused in providing you the facilities mentioned above, whatever may be the cause of the failure or delay.
- 6. You will provide at the retail outlet other mandatory facilities like:
  - a. Clean drinking water.
  - b. Free Air.
  - c. Clean toilet.
  - d. Telephone.
  - e. First aid kit with valid medicines.
  - f. Adequate illumination.
  - g. PUC facilities, wherever it is mandatory.
  - h. Other facilities as may be specified by the Corporation from time to time.
- For enabling you to operate the dealership, Working capital, as may be determined
  by the Corporation at it's sole discretion to be utilized only for the purpose of taking
  delivery of MS/HSD/Lubes from the Corporation to maintain supply.

The above working capital will carry interest as per the policy of the Corporation.

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The aforesaid working capital along with the interest, will be repayable by you in 100 equal monthly installments commencing from the 13th month of commissioning of the dealership.

- You shall not induct any partner(s) in case of individual (s) nor make any changes in the constitution of the partners as existing at the time of application without the approval of the Company, except your spouse as per terms and conditions of the BPCL.
- 9. It will always be a basic condition for the award of MS / HSD retail outlet dealership that you shall be paying attention towards day to day working of the dealership by personally managing the affairs of the dealership. You will give us a written undertaking to this effect and shall not assign or part with the same to any other person (s). You will not be eligible for taking up any employment. If you are already employed you will have to resign from the employment and produce the letter of acceptance of resignation by the employer before the issuance of Letter of Appointment by the Oil Company.
- 10. As agreed, you will be initiating necessary action towards enabling registration of site where the Retail Outlet is planned. You will also assist us in getting the requisite NOC from appropriate Authorities.
- 11. You will deposit with us a Demand Draft for Rs 3,00,000/- drawn on any scheduled bank in favour of BPCL payable at Surat towards security Deposit (after setting of the Initial Security Deposit amount) at the time of issuance of appointment letter after compliance of all the requirements of LOI. Kindly note that the Security deposit will not carry any interest and is refundable at the time of expiry of agreement between you and the Corporation. However, if such expiry of agreement is consequent to proven adulteration/malpractice at the dealership, this amount will be forfeited. Moreover, this Corporation reserves its right to adjust this amount towards any dues to it.
- 12. You will be notified by the corporation, in writing, after the facilities mentioned above are made available and are ready for commissioning the dealership. Immediately on receipt of the above notice from the corporation, you shall obtain each and every license necessary for operating your dealership as may be required under any central / state govt. / municipal or local authorities for the time being in force.

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- 13. If we find that the progress made by you towards the above is not to our satisfaction, this offer is liable to be withdrawn.
- 14. Please note that you are required to fulfill the conditions with regard to inducting Spouse as Co-owner in the dealership before issuance of Letter of Appointment.
- 15. This letter of intent will stand automatically withdrawn and cancelled on the happening of any of the following events:
  - a) In case you or your close relatives like spouse, unmarried son(s) and unmarried daughter(s) receive anytime or have received a letter of intent for any other dealership or distributorship from our company or any other oil company either in your individual capacity or in partnership with any other individual(s).
  - b) If it is found that you have suppressed and / or misrepresented any material facts in your application.
  - c) In case you are found to be convicted for any criminal / economic offence involving moral turpitude.
  - d) In the event of death if you are an individual/partner.
- 16. In case you are not able to provide the developed land within the specified time or fail to fulfill of terms & conditions of LOI or withdraw for any reason, then LOI can be withdrawn and selection cancelled. In such situations Initial Security Deposit (ISD) would be forfeited.
- 17. This letter is merely a letter of intent and is not to be construed as a 'firm offer' of dealership to you. The dealership will be allotted to you on your complying with the terms and conditions spelt out herein above by issuance of appointment letter along with signing of our standard dealership agreement between you and us.

Should you require any further details / guidelines, please get in touch with our office at the address mentioned below:

TERRITORY MANAGER (RETAIL), SURAT BHARAT PETROLEUM CORPORATION LIMITED SURAT HAZIRA ROAD, P.O.ICHHAPORE, DIST.SURAT, GUJARAT-394510

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You have one time option to offer alternate land meeting all specifications in the advertised location/stretch within 90 days of this LOI provided you have not availed such opportunity of providing alternate land after selection.

Please acknowledge receipt of this letter.

Thanking you,

Yours faithfully,

For BHARAT PETROLEUM CORPORATION LIMITED

Nitin Selukar

Territory Manager (Retail), Surat

### **ACKNOWLEDGEMENT**

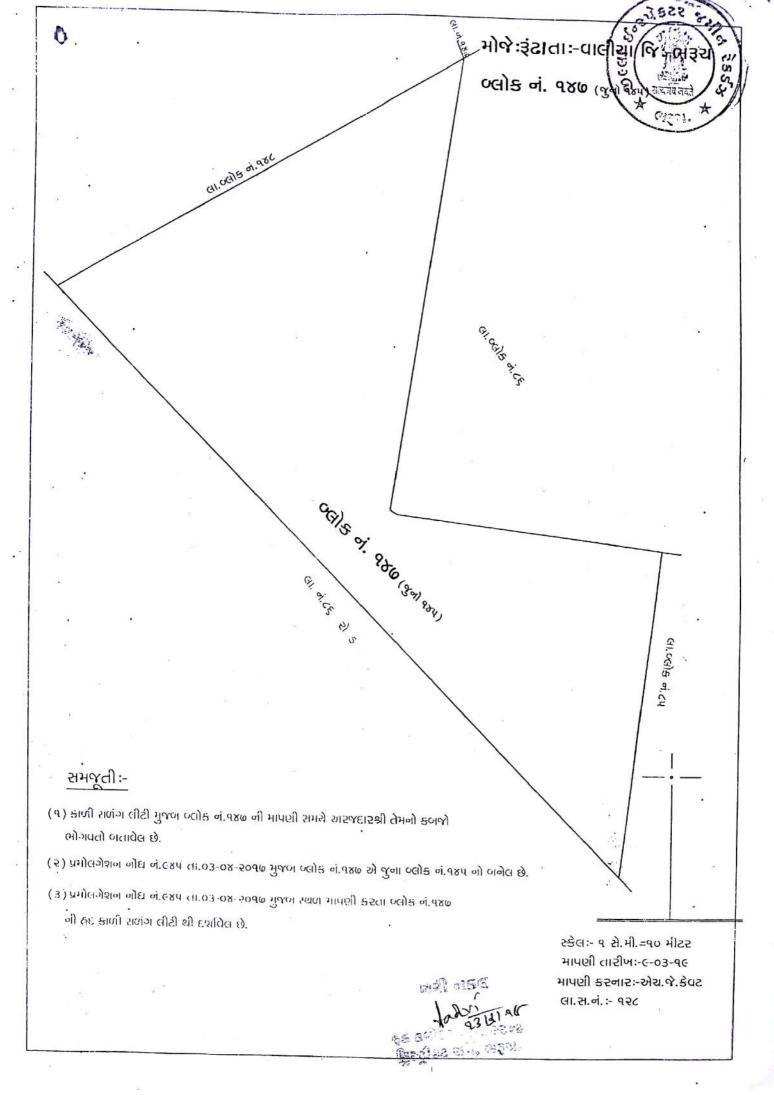
I hereby accept this Letter of Intent with all the terms and conditions stipulated therein. I do hereby confirm that I am eligible for allotment of Retail Outlet dealership as per applicability of Multiple Dealership Norm defined under Clause "Disqualification" in the "Brochure for Selection of Dealers for Regular & Rural Retail Outlets" and I am not disqualified for allotment of Retail Outlet dealership under other conditions mentioned therein.

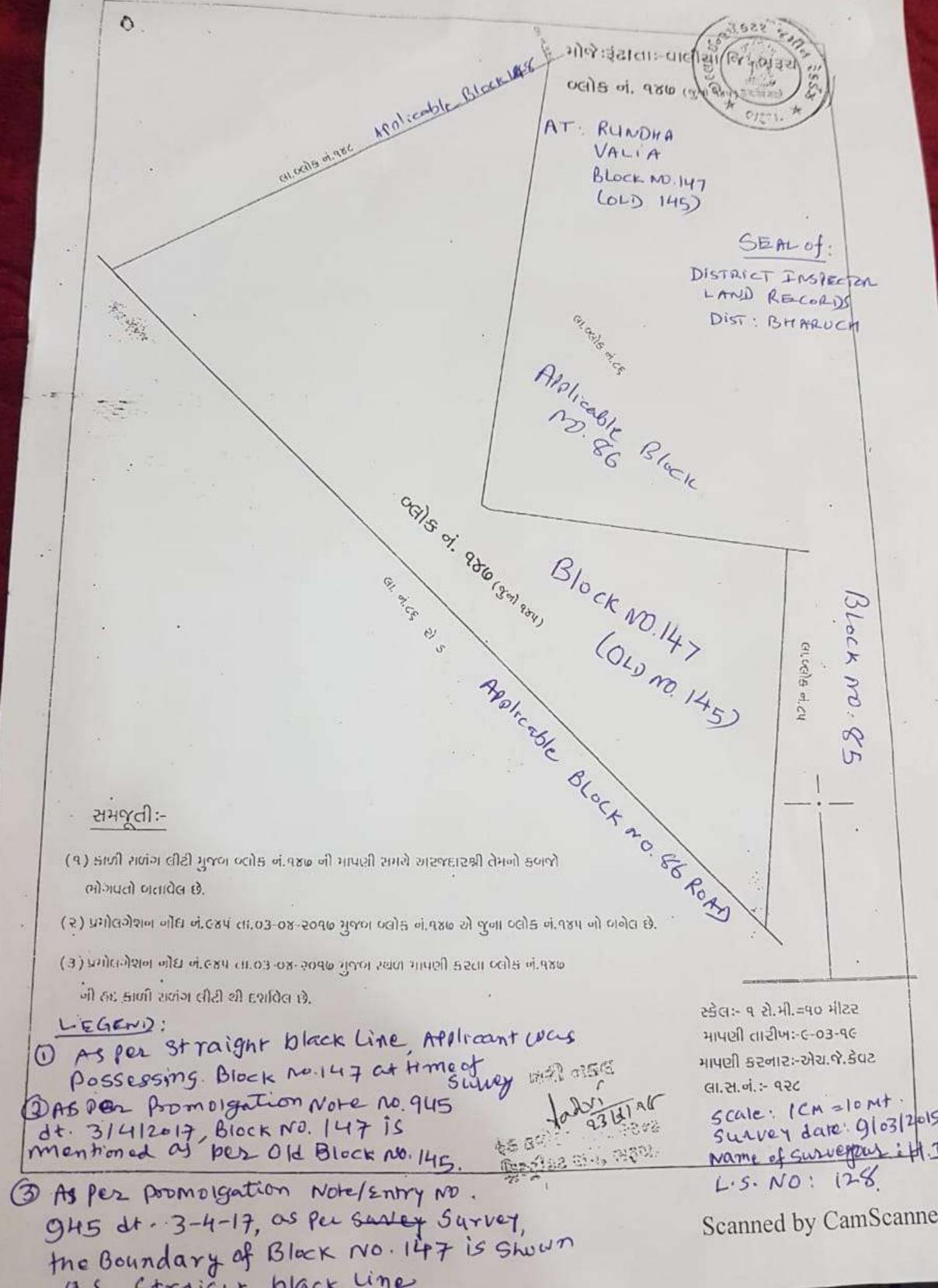
Place: SURAT

Signature: parelhetiss

Date: 22.02.2019

Name:







## Agreement

#### BETWEEN

M/s. Karunasagar Petroleum Rundha Village, Taluka: Valia, District: Bharuch

AND

Executive Engineer
Bharuch (R&B) Division
Bharuch

Permission for Approach Road to Connect M/s. Karunasagar Petroleum on Valia-Wadi Road between Km. 15/400 to 15/600 Near Rundha Village of Valia Taluka of Bharuch District

Permission Letter No. Ja. No.CB-2/1859/2020 Dated 11/05/2020 of Executive Engineer, Bharuch (R&B) Division, Bharuch

## Chudhari Simaben Chhotubhai KARUNASAGAR PETROLEUM

PLOT NO. 147, VILLAGE: RUNDHA, PIN: 393125 TALUKA: VALIA, DISTRICT: BHARUCH (Cellphone: 9824197937) જા.નં./સીબી-૨/~૬ ૧/૨૦૨૦

કાર્યપાલક ઇજનેરશ્રીની કયેરી, ભરુય (મા અને મ) વિભાગ ભરુય. તા. **૧** (//૦૬/૨૦૨૦

પ્રતિ, કરુણાસાગર પેટ્રોલિયમ પ્લોટ નં. ૧૪૭, મોજે : રુઢા, તા. વાલિયા, જી. ભરુય.

વિષય: કરારનામું સાદર કરવા બાબત.

એપ્રોય રોડની પરવાનગી આપવા બાબત. મોજે : રુઢા, તા. વાલિયા, જી. ભરુય, સ.નં.૧૪૭

સંદર્ભ : (૧) અત્રેની કચેરીના પત્રક્રમાંક : સીબી/૨/૧૮૫૯/૨૦૨૦ તા.૧૧/૦૫/૨૦૨૦

(૨) નાયબ કાર્યપાલક ઇજેનેરશ્રી, અંકલેશ્વર (મા અને મ) પેટાવિભાગ, અંકલેશ્વરના પત્રક્રમાંક : પીબી/૪/૧૫૯૫/૨૦૨૦ તા.૧૧/૦૬/૨૦૨૦

ઉપરોક્ત વિષય અન્વયે જણાવવાનું કે, સંદર્ભ (૧) થી અરજદારશ્રી કરુણાસાગર પેટ્રોલિયમને અત્રેની કચેરી હસ્તકના વાલિયા – વાડી રસ્તાના કિમી ૧૫/૪૦૦ થી ૧૫/૬૦૦ વચ્ચે રસ્તાની જમણીબાજુએ મોજે : રુઢા, તા.વાલિયા, જી.ભરુચના સ.નં.૧૪૭ માં પેટ્રોલપંપ પર જવા આવવા માટે એપ્રોય રોડ બનાવવાની પરવાનગી આપવામાં આવેલ હતી. જે અંગેનું કરારનામું આ સાથે કાર્યપાલક ઇજનેરશ્રીની પ્રતિસહી સાથે પરત આપવામાં આવે છે.

બિડાણ : કરારનામું

કાર્યપાલક ઇજનેર ભરુય (મા અને મ) વિભાગ ભરુય

નકલ રવાના પ્રતિ, નાયબ કાર્યપાલક ઈજનેરશ્રી, અંકલેશ્વર (મા અને મ) પેટા વિભાગ, અંકલેશ્વર તરફ આપના પત્રક ક્રમાંક : પીબી/૪/૧૫૯૫/૨૦૨૦ તા.૧૧/૦૬/૨૦૨૦ અન્વયે જાણ સારુ. Ja.No.: CB-2/2461/2020

Office of Executive Engineer Bharuch (R&B) Division Bharuch – Dt. 19/06/2020

To,

Karunasagar Petroleum Plot No. 147, Village Rundha Taluka: Valia, District: Bharuch

Sub: Submission of Agreement regarding

Granting permission for Approach Road regarding
Village Rundha, , Taluka: Valia, District: Bharuch, Survey No. 147

Ref: 1) This Office Letter No. CB/2/1859/2020 dt. 11/05/2020

 Deputy Executive Engineershree, Ankleshwar (R&B) Sub-Division, Ankleshwar letter no. PB/4/1595/2020 dt. 11/06/2020

With reference to the above Reference (1), this office has granted the permission for use of Approach Road for entering and exiting the Petrol Pump at Village Rundha, Taluka: Valia, District: Bharuch, Survey No. 147 on Valia-Vadi Road between Km. 15/400 to 15/600 which is falling under jurisdiction of this office. In this regard, the Agreement is returned herewith duly signed by the Executive Engineer.

Encl: Agreement

કાર્યપાલક ઇજનેર ભરુય (મા અને મ) વિભાગ ભરુય

Sd/Executive Engineer
Bharuch (R&B) Division
Bharuch



# **INDIA NON JUDICIAL Government of Gujarat Certificate of Stamp Duty**

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Starrip Duty Amount(Rs.)

III-GJ90506671555018S

19-May-2020 10:58 AM

IMPACC (SV)/ gj13038204/ BHARUCH/ GJ-BH

SUBIN-GJGJ1303820420397691061591S

**BHARATSINH RATHOD** 

Article 5(h) Agreement (not otherwise provided for)

FOR AGREEMENT

(Zero)

PWD BHARUCH

CHAUDHARI SIMABEN

CHAUDHARI SIMABEN

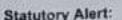
300

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#### AGREEMENT

This agreement is made on the & Day of 2020 between the Governor of Gujarat (hereinafter referred to as "Government") of the One Part AND Mrs. Chaudhari Simaben Chhotubhai, a Proprietor of M/s. Karunasagar Petroleum, having its Office at Survey No. 147, Rundha Village, Taluka Valia, District: Bharuch (hereinafter called the 'Licensee' which expression shall, unless excluded by or repugnant to the context, include his heirs its successors / their successors and assigns) of the Other Part.

Whereas, the licensee had applied to the Executive Engineer, Bharuch (R&B) Division, Bharuch (hereinafter referred to as "Executive Engineer") for permission for construction of approach road for their proposed Karunasagar Petroleum on Valia - Wadi Road between km. 15/400 to 15/600 on RHS at Survey No. 147 of Village Rundha, Mouje Rundha Village, Taluka: Valia, District: Bharuch.

And whereas, the Licensee has submitted the application dated 29/02/2020 to the Executive Engineer, Bharuch (R&B) Division, Bharuch requesting permission for construction of approach road for their proposed Karunasagar Petroleum on Valia - Wadi Road between km. 15/400 to 15/600 on RHS at Survey No. 147 of Village Rundha, Mouje Rundha Village, Taluka: Valia, District: Whereas, the said permission has been granted vide the Letter No. Ja.No./CB-Bharuch. 2/1859/2020 dated 11/05/2020 of Executive Engineer, Bharuch (R&B) Division, Bharuch for construction of approach road for their proposed Karunasagar Petroleum on Valia - Wadi Road between km. 15/400 to 15/600 on RHS at Survey No. 147 of Village Rundha Mouje Rundha Village, District: Bharuch; subject to the following conditions:

- The Dy. Executive Engineer, City (R&B) Sub-Division, Bharuch shall be informed in writing 1. before starting the work & the work shall be done as per instruction of his representative In-charge.
- RCC Slab Drain shall be constructed in the span of 2.0 Meter at a distance of 15 Meter far 2. from the center of the existing road. And its width should be maintained 10 Meter. While execution of this job, if the known and/or unknown, private or government assets/property is damaged, the Licensee will be fully responsible for the same.
- The Licensee should ensure that the surface of the proposed approach road should be 3. maintained 0.30 cm. below the surface of existing State Highway Road.
- The rent for use of government land shall be paid Rs. 18,840/= for ten [10] years and (refundable) security deposit Rs. 20,000/=. Accordingly, the total Rs. 38,840/= shall be 4. deposited in the office of Deputy Executive Engineer, Ankleshwar (R&B) Sub-Division, Ankleshwar. Further; the necessary agreement on Rs. 300/= Stamp shall be executed within 15 days. And, the proposed conditions of the agreement shall be implemented by the Licensee. The work shall be started only after execution of agreement.
- The unusable soil and other materials which accumulated due to construction of the said approach road shall be removed and disposed immediately far from the site. The Licensee 5. shall take utmost care that rain storm drain is not get blocked with soil & other materials and for smooth flow and disposal of rain water, the Licensee will be fully responsible for charullers'ss age 1 of the same.

- The Licensee shall repair and maintain the said approach road at its own cost.
- The Licensee shall make all the arrangements at the time of construction of approach road so that ongoing traffic is not obstructed.
- If the Government require this land for Government Purpose, the Licensee shall remove
  the structure constructed on this land and return the possession to Government without
  any compensation and/or Rights or Civil Suit.
- The applicable survey number land passing through the Licensee land and desirous of getting entry from the said service road to their land shall be permitted without any type of compensation.
- The bump shall be fixed as per IRC standards.
- 11. The In and Out Signage shall be fixed as per IRC standards.
- Any trees if required to cut for the construction of approach road, the prior permission shall be obtained from Forest Department and then only, the approach road shall be constructed. The photographs of all jobs execution shall be presented.
- No Hoarding Boards of any type shall be placed without permission of the Department.
- 14. The land to be used under approach road, its rent and security payments should be deposited by a separate Demand Draft.
- Safety shall be maintained for construction of this approach as per applicable road safety standards and if the Licensee is required to construct any type of construction on this road, same shall be constructed after discussions with this office.
- The permission has been granted as per the attached approved Drawing.
- 17. The Licensee shall obtain all the other applicable permissions for getting connected with the said approach road. Further; Licensee shall implement the instructions of representative of Sub-Division Office about the specific distance to be maintained and other Norms.
- 18. The use of the said Approach Road shall be ensured for the general business purpose only for which the permission is granted to the Licensee.
- 19. No damage to the exiting road shall be done while construction of approach road on the proposed land. Further; no extra work of any type shall be done. And, the permission is not grantable for construction Electricity Pole.
- 20. This office is not responsible for any type of damage and/or interference for construction of approach road.

21. No illegal construction shall be done between approach road and the existing road. If the illegal construction is done, the same will be removed with immediate effect.

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- 22. The size of trijya shall be maintained as 13mm at turning and whereas if there is no turning, the size of trijya shall be maintained as 1.5mm to 3 mm. so that no obstruction is faced which entering in the complex.
- 23. The Licensee shall follow all the rules & regulations those may be introduced time to time in case of approach road by the Government.

In witness whereof, the Executive Engineer, Bharuch (R&B) Division, Bharuch for and on behalf of the Governor of Gujarat.

Signed, Sealed and Delivered by the

Executive Engineer, Bharuch (R&B) Division, Bharuch

For and on behalf of Governor of Gujarat

IN PRESENCE OF

1) \_\_\_\_\_\_ (R&B) Sub. Division \_\_\_\_\_\_ Ankleshwar

> Deputy Entire Enginee (R & B) Sub. Division Ankleshwar

Signed, Sealed and Delivered by

Chaudhari Simaben Chhotubhai, Proprietor M/s. Karunasagar Petroleum Rundha Village, Valia Taluka, Dist: Bharuch

Authorized Signatory For and on behalf of the Company

IN PRESENCE OF

1) She

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## KARUNASAGAR PETROLEUM

PLOT NO. 147, VILLAGE: RUNDHA, PIN: 393125 TALUKA: VALIA, DISTRICT: BHARUCH

PHONE: 9998753206

Mail ID. chudharisima701@gmail.com

Ref. No.

Valia/Karunasagar Petroleum/Approach Road Permission/Ank (R&B) Sub-Div.,

Ank/Submission of Agreement & Payments/2020/02

Date

20.05.2020

To, Dy. Executive Engineer,

Ankleshwar (R&B) Sub-Division, **Bharuch Naka Ankleshwar** 

Sub:

Submission of Payments & Agreement: Permission for approach road to connect Karunasagar Petroleum on Valia - Wadi Road between km. 15/400 to 15/600 on RHS at Survey No. 147, Mouje Rundha Village, Taluka: Valia, District: Bharuch.

Ref:

1. Letter no. Ja.No./CB-2/1859/2020 dated 11/05/2020 of Ex. Engr., Bharuch (R&B) Division, Bharuch

2. Our Application Letter dated 29.02.2020

Dear Sir,

With reference to the above letter (Ref.1), we submit herewith the following documents:

## 1. PAYMENTS:

- Bank of Baroda, Jhankhvav Branch, District: Surat DD No. 726475 dt. 19/05/2020 of Rs. 20,000/= (Rs. Twenty Thousand Only) - towards refundable security deposit.
- II. Bank of Baroda, Jhankhvav Branch, District: Surat DD No. 726476 dt. 19/05/2020 of Rs. 18,840/= (Rs. Eighteen Thousand Eight Hundred Fourty Only) - towards Annual Rent for ten [10] years.

## 2. AGREEMENT:

Original Agreement on Rs. 300/= plus two copy, duly signed by the Licensee.

We request you to issue us the Receipts for the above payment and return one copy of the agreement duly signed by the Department.

Thanking you

Yours Sincerely,

For KARUNASAGAR PETROLEUM

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Simaben Sanjaybhai Chaudhari

Proprietor

