

## BEFORE THE NATIONAL GREEN TRIBUNAL

EASTERN ZONE BENCH, KOLKATA

O.A. NO. 85/2023/EZ

IN THE MATTER OF:

SAHEEN TARANNUM &amp; ANOTHER.

.... APPLICANT

VERSUS

STATE OF ODISHA &amp; OTHERS.

.... RESPONDENTS

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42  
S.L. NO. ....

24 MAY 2024



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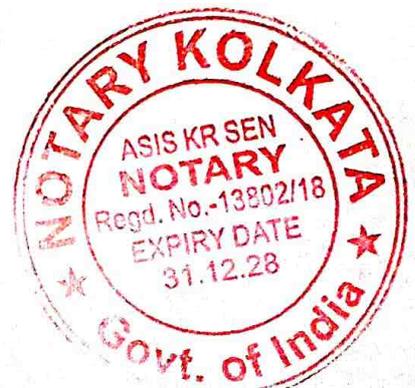
.... RESPONDENTS

**COUNTER AFFIDAVIT FILED ON BEHALF OF THE RESPONDENT NO.****10 M/S SENDOZ IMPEX LIMITED**

I, Ravindra Sharma, son of Mahabir Prasad Sharma, aged about 36 years, by faith-Hindu, by Occupation - Business, working for gain at Suite 634, Marshall House, 33/1, Netaji Subhas Road, Kolkata- 700001, do hereby solemnly affirm and state as follows:-

1. That I am the Constituted Attorney and the Authorised representative of the respondent no. 10 abovenamed and do hereby make and affirm this affidavit on behalf of the respondent no. 11,

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SENDOZ IMPEX LIMITED  
Ravindra Sharma  
Authorised Signatory

M/s Sendoz Impex Limited. I am well acquainted with the facts and circumstances of the present case.

2. The answering respondent is filing this counter affidavit to deal with the allegations viz a vis the answering respondent in the complaint being O.A. No. 85/2023/EZ. Before dealing with the with the allegations made in the complaint, the answering respondent states and contends as follows:

- a. The complaint is not maintainable in law and in facts and are based on deliberate incorrect statements made by the applicants and the same is liable to be rejected in limini with exemplary costs.
- b. The allegations made against in the application are vague and uncertain and does not disclose any violation on the part of the answering respondent. The complaint is an attempt to initiate a roving and fishing enquiry with is not permissible in law.
- c. That the applicants are not aware of the facts which would be evident from the fact that though the stackyard are being run by the answering respondent, the answering respondent was not made a party to the instant proceedings, clearly showing

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*Saindra Shawa*  
Authorised Signatory

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that they are not local people interested in the affairs of the locality and are mere busy bodies.

- d. In the event it is contended that they are local persons, in that event it is stated that despite being aware of the true state of affairs, the applicants deliberately chose not to implead the answering respondent to steal a march over it and/or obtain orders being the back of the answering respondent.

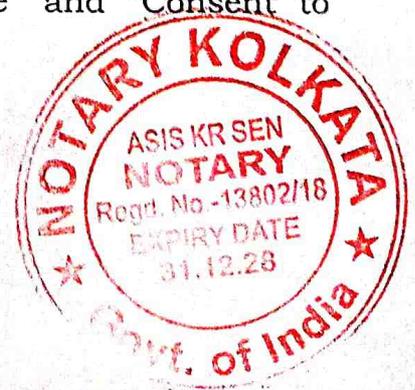
3. The present application has been filed, inter alia, alleging that the respondents no. 6 & 7 are illegally stacking coal and other minerals like gypsum, kinker, Australian Dust and iron ore in the private stackyard being operated by them and the said private siding are in violation of the siding criteria and other requirement under the guidelines framed by the Odhisa Pollution Control Board (hereinafter referred to as "OPCB") dated April 16, 2010 (hereinafter referred to as "the guidelines")
4. The main allegations against the respondent no. 6 & 7 in the application is that the stackyards are being operated without obtaining the necessary "Consent to Operate" and "Consent to Establish" from OPCB.

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Saindra Soren

Authorised Signatory

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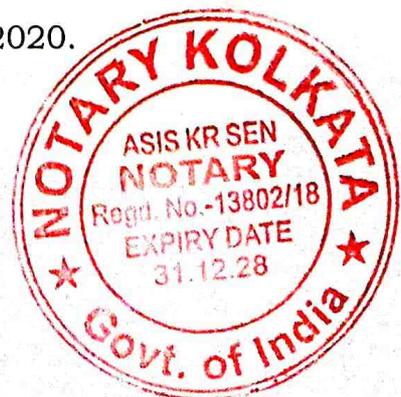


5. Based on the allegations made in the application, by an order dated August 04, 2023, passed in the presence of the applicants this Hon'ble Tribunal was pleased to constitute a committee (hereinafter referred to as "the Committee) comprising of the following members:
- i. Senior Scientist, Odisha State Pollution Control Board,
  - ii. Senior Scientist, Central Pollution Control Board,
  - iii. District Magistrate, Cuttack, or his nominee not below the rank of Additional District Magistrate, and
  - iv. Senior Rank Officer, Khurdha Road Division, East Coast Railway,
6. This Hon'ble Tribunal had directed the Committee to visit the site in question and file its report with regard to the allegations in the application and in case of violation, suggest remedial measures as also determine the environmental compensation.
7. Accordingly, the Committee visited the site on August 25, 2023 and furnished a detailed report on September 02, 2023. The said report was filed along with an affidavit of the Nodal Officer i.e. the District Magistrate, Cuttack affirmed on October 06, 2020.

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Ravindra Kumar

Authorised Signatory



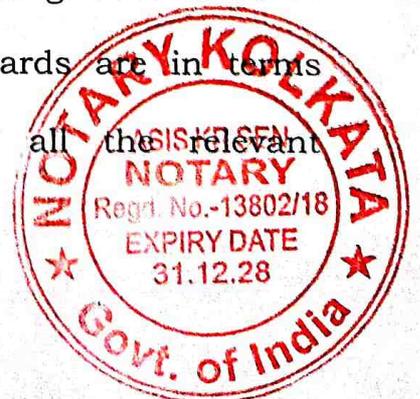
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8. The report filed by the Committee belie the allegations made by the applicants in the application.
9. From the report filed by the Committee it will be apparent that the answering respondent is operating the said stackyard. The applicant claims to be the resident of Bilteruan. Therefore, it is apparent that despite being aware of the true facts, the applicants deliberately chose not to implead the answering respondent. It is apparent that the applicants have been set up by some interested person who are hostile to the answering respondent.
10. As confirmed in the report of the Committee, the answering respondent has been issued the Consent to Operate and the Consent to Establish from the OPCB and are operating in terms thereof. Certain remedial measures had been suggested by the Committee and the respondent is ready and willing to undertake the remedial measures suggested by the Committee.
11. In the said report, it has been clearly stated that during the grant of consent to establish and the consent to operate of the stackyard, the siting criteria under the paragraph 4 of the guidelines dated April 16, 2010 were verified and the stackyards are in terms thereof. After taking into consideration of all the relevant

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Srinivas Sharma

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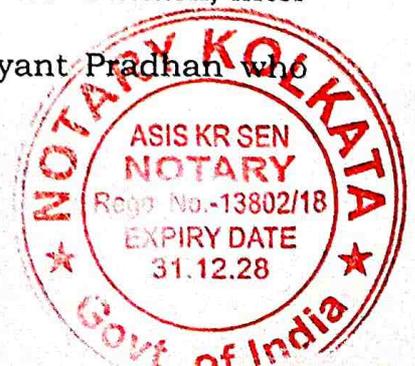
environmental factors, the OPCB has granted the consent to operate and the consent to establish the stackyard to the answering respondent and hence, the applicants are estopped from making any allegations contrary thereto.

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Primo Sharma  
Authorised Signatory

12. Upon perusal of the report, it appears that a Writ Petition on the self- same cause of action had also been filed against the Railways and the respondent nos. 6 & 7 by one Ramesh Chandra Bhoi which was registered as W.P. (C) No. 18867 of 2023 before the Hon'ble High Court at Orissa at Cuttack. The answering respondent after obtaining a copy of the Compliance Affidavit of the Respondent no. 5 and also after going through the records of the writ petition as also the present application as available in the public domain came to know of the following facts:

- a. The present application was affirmed on May 23, 2023 by the applicant no. 2 and on May 25, 2023 by the applicant no. 1.
- b. On June 12, 2023 W.P. (C) No. 18867 of 2023 was filed by one Ramesh Chandra Bhoi before the Hon'ble High Court at Orissa at Cuttack claiming to be a resident of village- Bileturan, P.O.- Harianta, P.S.- Tangi, District- Cuttack, inter alia, against Kirtanananda Panda and Jayant Pradhan who

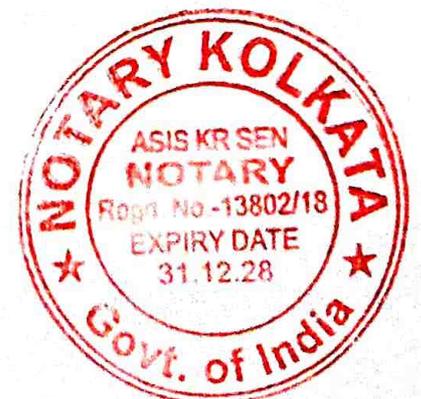
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were described as transporters and commission agents, inter alia, praying for “preventive measures against the law violators for the violation of Statutory provisions of the National Pollution Prevention Law and Policy and state pollution control board guidelines with regard to sustainable development of the health & environment of Bilteuran and other villagers”.

- c. The said writ petition was disposed of by an Order dated June 21, 2023, wherein it was submitted on behalf the petitioner therein, Ramesh Chandra Bhoi, that the respondents no. 9 & 10 therein being the respondents no. 7 & 6 herein are assigned with siding works for which there has been environmental pollution and such loading/unloading/ dumping at the railway siding was required to be removed to some other place. The said Writ Petition was disposed of by directing the respondent no. 2 therein being the Chairman of the Respondent no. 2 herein to consider the representation and thereafter pass necessary orders providing due opportunity of hearing to all affected parties.

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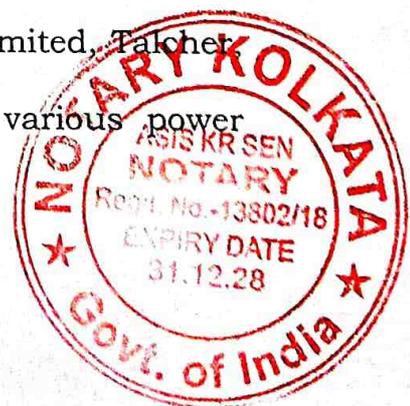
*Pravin Kumar*

Authorized Signatory

- d. Thereafter on July, 27, 2023 the present application was filed, inter alia, praying for similar and/or identical reliefs.
- e. On July 28, 2023, inspection of the site was conducted by the officials of OPCB.
- f. The representation was disposed of by the Chairman of the respondent no. 2 on August 24, 2023, wherein it is recorded that this Hon'ble Tribunal is also in seisin of the matter regarding illegal operation of the stackyard of the railway siding by the East Coast Railway.
- g. Therefore, it is apparent that the present application is a speculative litigation which though affirmed prior to the filing of the Writ Petition being W.P. (C) No. 18867 of 2023 was filed on July 27, 2023 after having failed to obtain any order in the writ petition and just prior to the holding of the inspection by the OPCB on July 28, 2023 and as such the present application should not be entertained.

13. The Nergundi railway station and siding is used mainly for transportation of coal from Mahanadi Coal Fields Limited, Talcher Angul District and is transported, inter alia, to various power

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*Pradip Kumar*  
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plants including Bandel Thermal, Koderma Thermal and Sagardighi Thermal. Such transportation is mainly through West Bengal Power Development Corporation Limited and Damodar Valley Corporation and others.

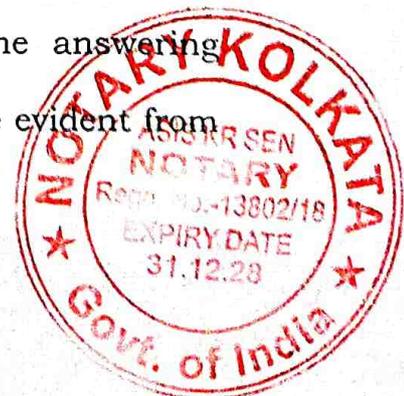
14. The area around Nergundi railway station and siding includes the village of Bilteruan and the villages of Bilteruan depend on the sidings and the stackyard for their livelihood which include majority of them employed as daily labourers, truck drivers, truck owners and livelihood of the village residents are dependent on the operation and running of the stackyards. There are about more than 150 mineral stackyard in the area around Nergundi Railway siding out of which one siding belongs to the answering respondent out whom, the answering respondent and one Godavari Commodities Private Limited have been singled out for reasons not disclosed by the applicants.

15. The stackyard in respect of which the present complaint has been filed, as per the applicants themselves are operating since mid-2021. The answering respondent having been operating its stockyard since 2021 and have obtained the necessary consent from the OPCB. The applicant was aware that the answering respondent was operating a stackyard, which shall be evident from

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*Indira Shari*

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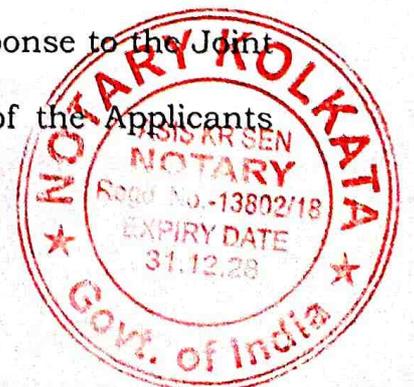
the document being Annexure A-2, that as early as November 2, 2022, the applicants were aware that the answering respondent is operating the stackyard. It is pertinent to mention that though names of three other stackyard operators but surprisingly only one Jayanta Pradhan was made a a party.

16. From the conduct of the applicants herein, it appears that the applicants have some vested interest in stopping the operation of the stackyard and for that reason proceedings are being initiated, first before the Hon'ble High Court at Cuttack and thereafter before this Hon'ble Tribunal making various incorrect allegations. After the Committee constituted by this Hon'ble Tribunal filed a report belies the case of the applicants, the applicants have sought to challenge the same, by making various bald and unsubstantiated allegations in their Response to the Joint Committee report. The said purported response cannot be looked into. A copy of the said purported response to the joint Committee report since downloaded from the website of this Hon'ble Tribunal shows that the purported response to the Joint Committee report is not signed by any of the applicants and is not supported by any verification/ affidavit though on the Index page it is mentioned as "Response to the Joint Committee Report dated 02.09.2023 on behalf of the Applicants".

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*Pranjoy Ghosh*

Authorised Signatory



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alongwith Affidavit". Without prejudice to the aforesaid it is stated that the purported response to the joint Committee report does not disclose any reason as to why the report is not correct and there is no question of closing the operation of the stackyards.

17. With regard to the report of the Committee, it is stated that the stackyard is over 3.13 acres as stated in the Consent to Operate. The stackyard is on the land taken on lease measuring about 3 acres and hence the question of the answering respondent operating lease over an area of 9 acres does not and cannot arise. As such the answering respondent is not liable to pay any amount on account of compensation. A copy of the lease deed dated December 14, 2021 is annexed hereto and marked as Annexure A.

18. Without prejudice to the aforesaid and fully relying thereon, the allegations made in the application so far as it deals with the private sidings are dealt with hereinbelow.

19. The allegations made in Paragraph I, II, III are denied and disputed.

It is denied that the applicants have any cause of action to file any application under the National Green Tribunal Act, 2010 (hereinafter referred to as "the NGT Act"), as alleged or at all. It is

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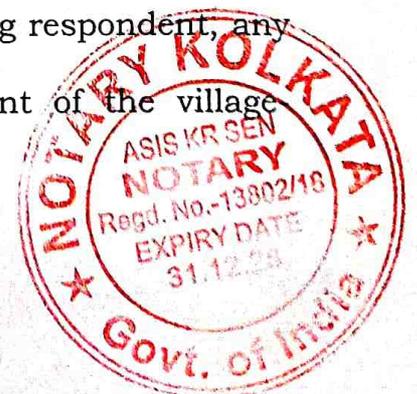
*Pratibha Ghosh*

Authorised Signatory

denied that the stacking of coal by the answering respondent is illegal or in violation of the Guidelines of the OPCB. It is denied that the stackyard is being operated without any "Consent to Operate" or "Consent to Establish" under the Air (Prevention and Control of Pollution) Act, 1977 and Water (Prevention and Control of Pollution) Act, 1977, as alleged or at all. It is denied that the stackyard is being operated in violation of the siting criteria or other requirements under the Guidelines. The Committee, during course of inspection has found that stackyard has been operating as per the Consent to Operate and Consent to establish issued by the OPCB. It is denied that the applicant has raised any question of relating to environment much less substantial question, either effecting the public at large, as alleged or otherwise. It is denied that the answering respondent

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*[Signature]*  
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20. The allegations made in Paragraph 1 of the application are denied and disputed. It is denied that the applicants are either resident of village- Bilteruan at Cuttack District of Odisha or have any concern about the environment or ecology of the areas alleged or at all. It is denied that due to the stackyard of the answering respondent, any family member of the applicant or any resident of the village



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Bilteruan have suffered as alleged or at all or otherwise. It is denied that there is any illegal stacking of mineral in the boundary of village- Biltetruan near Nergundi railway station in Cuttack, Odisha.

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*Printha Shaw*

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21. With reference to the allegations made in paragraph 2 of the application it is stated that the answering respondent is operating a stackyard on the basis of consent to operate and consent to establish.

22. The allegations made in Paragraph 3 and various sub-paragraphs of thereunder, so far as the allegations made in respect of the stackyard of the answering respondent are concerned, the same are denied and disputed. The application does not disclose any cause of action for filing any application under Section 14 or 15 of the NGT Act, as alleged or at all. The allegations made in the application do not make out any case under Section 15 or 16 of the NGT Act. It is denied that the stacking of coal by the answering respondent is illegal or in violation of the Guidelines, as alleged or at all. The application is exfacie barred by limitation It is denied that the stackyard are being operated without Consent to Operate or



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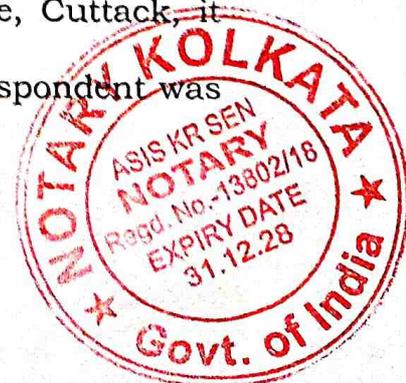
Consent to Establish being issued by the OPCB or in violation of the siting Criterion, as alleged or at all. Such allegations are contrary to the report filed by the Committee upon inspection of the site.

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P. S. Saha  
Authorised Signatory

23. The allegations made in Paragraph 4 of the application are denied and disputed. It is denied that the private stackyard is located at distance within 100m from Bilteruan village, as alleged.
24. The allegations made in Paragraph 5 (I) of the application are denied and disputed. Annexure A-2 is not an NOC granted by the Sarpanch of Harianta, as alleged or at all. From the English Transcript of Annexure A 2 it appears that Annexure A 2 is a reply to a purported requisition made under the Right to Information Act by one Sri Ghanashyam Behra. The requisition has been suppressed by the applicants. From Annexure A-2 it will be apparent that NOC was granted to four concerns for stackyards out of which one NOC was given to the answering respondent for operating the stackyard and the instant application has been filed without impleading the answering respondent. From the Page 50 of the Affidavit of Compliance of the District Magistrate, Cuttack, it will be evident that the stackyard of the answering respondent was

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given the Consent to Establish and Consent to Operate was obtained from OPCB

25. The allegations made in Paragraph 6, 7 and 8 of the application are denied and disputed. It is denied that due to the stackyard of the answering respondent, there is emission of large quantity of dust or the pollution level at Bilteruan village has reached alarming stage due to the stackyard of the answering respondent, as alleged. The answering respondent is not the only stackyard operator as there is more 150 stackyard operators in the area. The annexure being Annexure A -2 to the application clearing shows that NOC for siding was granted to several organizations none of whom have been parties to the present proceedings. It is denied that the photograph being Annexure A-3 shows the dust pollution from the siding of the private siding of the answering respondent, as alleged or at all. It is denied that the dust, if at all any, being, emitted from the stackyard of the answering respondent is or can settle over the irrigation canal, as alleged. It is denied that the canal water was being used for domestic consumption, as alleged.

26. With reference to allegations made in Paragraphs 9, 10, 11, 12 and 13 of the application, save what appears from the Guidelines, allegations to the contrary are denied and disputed.

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*Pranab Sen*

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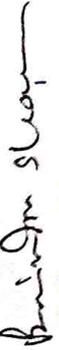
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27. The allegations made in Paragraphs 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26 and 27 are denied and disputed. The report of the Committee belies the allegations made by the applicant. The answering respondent has obtained the necessary consent to operate and consent to establish from the OPCB, as recorded in the report. The answering opposite is ready and willing to undertake the remedial measures suggested by the Committee.

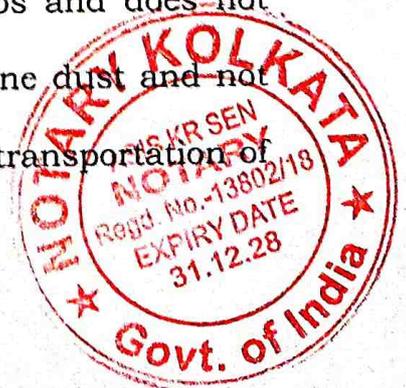
28. The allegations made in Paragraph 30 and 31 are bald, unsubstantiated and without any particulars. From the reports being annexure A9 it cannot be ascertained as to whether the persons whose reports have been annexed are residents of Bilteruan, as claimed by the applicant except for the medical report appearing at Page 88 of the application. As per the medical report appearing at Page 88 it appears that the patient claims to a resident of Bilteruan.

29. With reference to the allegations made in Paragraphs 31 and 33 it is stated the reports deals with different scenarios and does not deal with the case of stackyard both deal with mine dust and not with the effect of loading, unlodging stacking and transportation of

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coal. The answering respondent reserves its right to make appropriate submission at the time of hearing if necessary.

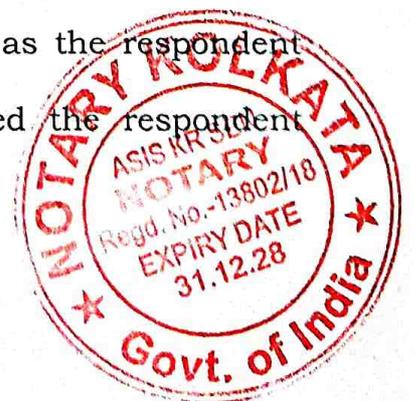
30. The allegations made in Paragraph 32 and 34 of the application are denied and disputed, It is denied that toxic dust is emitted from the stackyard of the respondent. It is denied any duct from the stackyard is being deposited on the canal as alleged. It is denied that the stackyard of the answering respondent is causing grave impacts on the health of villagers of Bilteruan, as alleged or at all. It is denied that the railway siding or the stackyard must be stopped from functioning for reasons, as alleged or otherwise. It is denied that the stackyard of the answering respondent is causing any damage to the ecology of the area.

31. With reference to the allegations made in Paragraphs 35, 36 , 37, 38 and 39 of the application, it is stated that in view of the Report of the Committee, the question of payment of compensation does not and cannot arise and the same are denied and disputed.

32. The allegations made in Paragraph 40 of the application is beyond of the knowledge of the answering respondent as the respondent did not receive the purport notice. As advised the respondent

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*Rajinder Sharma*  
 Authorised Signatory

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refrains from dealing with the same without making any admission with regard thereto.

33. The grounds contained in Paragraph 41 of not tenable in law or in facts and does not give any cause of action to the applicants not 4 and 15 entitles them for the reliefs prayed for therein.

34. The present application is barred by Limitation as provided in Section 14 of the NGT Act and the application is liable to be rejected.

35. Save as aforesaid each and every allegation made in the application are denied and disputed as if the same has been set out hereunder and traversed seriatim.

36. It is humbly submitted that the prayers in the application cannot be granted and the same is liable to be dismissed in limine with exemplary costs.

37. The statements made in paragraphs 1 to 32 are true to my knowledge and those made in paragraphs 33 to 36 are my respectful submissions before this Hon'ble Court.

Prepared in my office.

Advocate

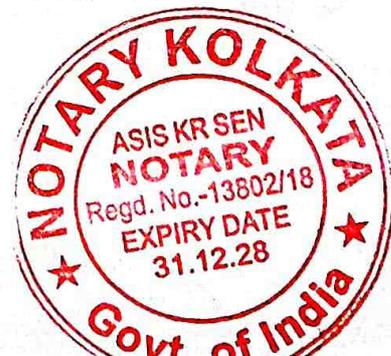
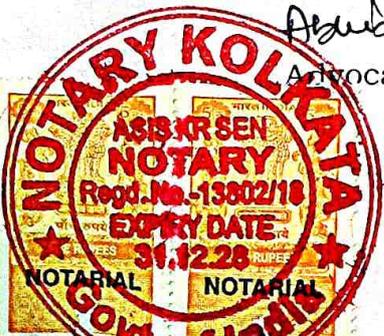
Solemnly affirm and declare  
before me on identification

*ASIS KUMAR SEN*

**ASIS KUMAR SEN**  
City Civil Court, Kolkata  
Notary  
Reg. No.-13802/18

*Raindra Sharma*  
DEPONENT

24 MAY 2024



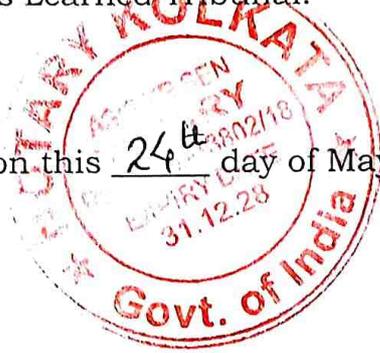
SENDOZ IMPEX LIMITED

Authorised Signatory

**VERIFICATION**

I, Ravindra Sharma, son of Mahabir Prasad Sharma, aged about 36 years, by faith-Hindu, by Occupation - Business, working for gain at Suite 634, Marshall House, 33/1, Netaji Subhas Road, Kolkata- 700001, the Constituted Attorney of the respondent no. 10 herein do hereby declare and state that the statements made in paragraph 1 to 36 of the foregoing response are true to my knowledge and the remaining are my humble submissions before this Learned Tribunal.

I sign this verification on this 24<sup>th</sup> day of May, 2024.



Prepared in my office

*Advocate*

Advocate

*Ravindra Sharma*  
DEPONENT



24 MAY 2024

SENDOZ IMPEX LIMITED

*Ravindra Sharma*  
Authorized Signatory

भारतीय गैर न्यायिक

पचास  
रुपये

FIFTY  
RUPEES

Rs. 50

INDIA NON JUDICIAL

ଓଡ଼ିଶା ओडिशा ODISHA

LEASE DEED

This deed of lease together with all its schedules and annexure / exhibit is made and entered into on this 14 day of Dec 2021 at Cuttack, Odisha (hereinafter "Lease Deed")

BETWEEN

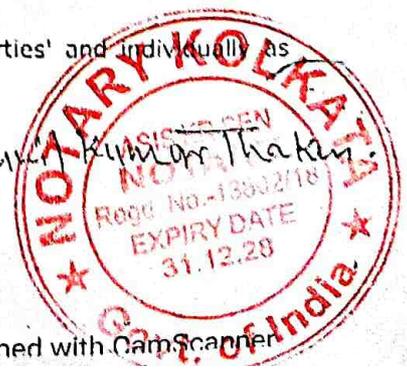
1) Jayanta Kumar Pradhan, aged about 61 Years S/o: Late Ananta Charan Pradhan, 2) Susanta Kumar Pradhan aged about 53 Years S/o: Late Ananta Charan Pradhan & 3) Smt. Nibedita Pradhan aged about 47 Years, W/O Sri Jayanta Kumar Pradhan all are of the permanent resident of Sikharpur (Talasahi), Po: College Square, PS: Chouliaganj, Dist: Cuttack-753003, Odisha (hereinafter referred to as the "Lessors", which expression shall unless repugnant to the context and meaning hereof, mean and include their respective heirs, executors, administrators and assigns), being **PARTY OF THE ONE PART**

AND

**Sendoz Impex Limited**, a company incorporated and registered in India under the provisions of the Companies Act, 1956, and having its office/Works 634, Marshall House, 33/1, N.S.Road, Kolkata-700 001 represented by its Director **Mr. Siddharth Poddar**, aged about 38 years Authorize person MR.Sunil kumar Thakur. (hereinafter be referred to as the "Lessee", which expression shall unless repugnant to the context and meaning hereof, mean and include its nominees, associates, subsidiaries, successors in interest, affiliates, legal representatives and assigns), being **PARTY OF THE OTHER PART**

(The Lessors and the Lessee are hereinafter collectively referred to as the 'Parties' and individually as 'Party')

J  
S  
N  
Jayanta Kumar Pradhan  
Susanta Kumar Pradhan  
Nibedita Pradhan  
[Signature]



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STP - Mahasudhakar  
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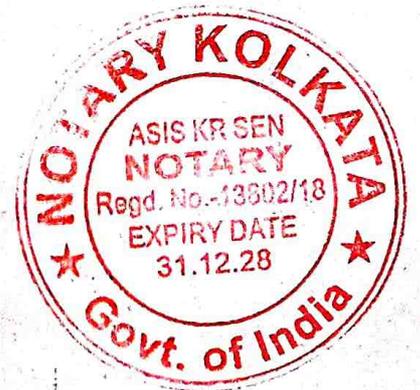
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Treasury Officer,  
Cuttack

  
24-12-29  
RAHESH KUMAR MAHAPATRA  
Stamp Vender  
Orissa High Court  
Cuttack



Rajendra Sharma

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WHEREAS:

A. The Lessors represent that they are the absolute owners and in possession of all piece and parcel of land admeasuring Acres 3.0acr bearing Khata Nos. 142/24 & Plot No.287 & 310, Area: 2.5 acres & Khata Nos. 142/43 & Plot No.218, Area: 0.42 acres & Khata Nos. 21, Plot No.218, Area: 0.20 acres situated at Mouza:-Alanal, P.S. Choudwar, Tehsil - Tangichoudwar, Dist.Cuttack, Odisha (hereinafter "Said Property"). The Said Property is more fully detailed in Schedule-A herein and marked in hatches in the plan annexed hereto as Annexure-I.

B. The Lessee, being in need of 3.00 acres of said property of land area and approached the Lessor to take on lease the said property of land, for the purpose of Coal Depot (hereinafter referred to as the "Purpose").



The Lessors offered to grant on lease the Schedule Land to the Lessee and further authorizing the Lessee to use it for the said purpose, which proposal the Lessee has accepted and upon the representations and assurances of the Lessors as regards their right, good and marketable title, interest and commercial aspect of the Scheduled Land and their authority to grant lease of the Scheduled Land, the Lessee has agreed to take the Scheduled Land on lease.

NOW THEREFORE, in consideration of the promises and covenants herein set forth and for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

1. GRANT OF LEASE:

- 1.1 In consideration of the Rent to be paid as mentioned herein and in consideration of due observance of the terms and conditions set out herein, the Lessors hereby grant on lease basis to the Lessee and Lessee hereby accepts on lease basis from Lessors, the Said Property for a period of 05 (Five) years.
- 1.2 Lessors declare that they are the rightful owners of the Said Property, without any claim of any third person and are entitled to grant lease of the said property to any one including the Lessee. Also, the Lessors undertake that in case any third party raises any claim in relation to the Said Property, the Lessors shall settle that claim at their own. Also, Lessors undertake to indemnify the Lessee for the loss suffered by the Lessee due any claim of any third party on the Said Property.

2. LEASE TERM AND LEASE COMMENCEMENT DATE

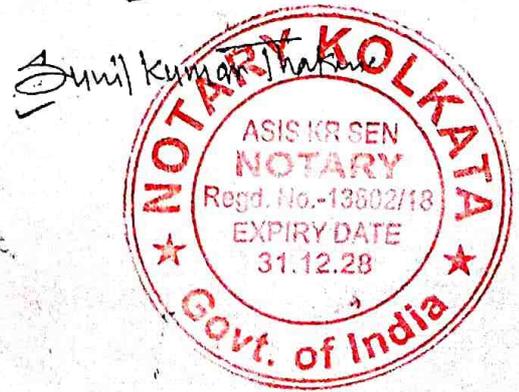
The term of this Lease shall commence from 14/12/2021 (hereinafter shall be referred to as "Lease Commencement Date") and remain valid for a period of 05 years & 06 months till the expiry thereof (hereinafter shall be referred to as "Lease Term"). Thereafter Lease may be renewed at mutually agreed terms and conditions. During the Lease Term, the Lessee shall have right to terminate the Lease by giving 03 (Three) months notice or rent in lieu of notice period. The rental charges shall be enhanced @10% at the end of each year from the date of agreement.

*J. Jayantilal*  
*S. Suresh Kumar Pradhan*

Nibedita Pradhan



*Sarindra Shree*



**3. RENT & RENT COMMENCEMENT DATE:**

- 3.1 The payment of rent for the said property, shall commence from 14/12/2021 hereinafter referred to as "Rent Commencement Date") Lessee agrees to pay rent for the Said Property equal to the sum of Rs. 1,50,000/- (Rupees one Lakh & Fifty Thousand Only) per month from the Rent Commencement Date. The Rent shall be paid only to the Lessors in equal proportion.
- 3.2 Such rent shall be payable on 10th day of each month in advance (except that rental payable for less than a full month shall be payable based on the number of days in such month for which such rental is payable).

**4. SECURITY DEPOSIT**

- 4.1 The Lessee has already paid and deposited with the Lessors an Interest Free Refundable Security Deposit aggregating to Rs. 4,50,000/- (Rupees Four Lac Fifty Thousand Only) (hereinafter referred to as the "IFRSD"), equivalent to 3 (three) months of Rent, which the Lessors acknowledge and confirm hereby. The amount of IFRSD shall remain the same throughout the Lease Term. The said IFRSD shall be payable among the Lessors in equal proportion.

- 4.2 The amount of IFRSD throughout the Lease Term shall be kept and deposited with all the Lessors.
- 4.3 On expiration of the Lease by efflux of time or on early termination, the Lessors shall jointly and severally be liable to refund the IFRSD to the Lessee after adjusting undisputed dues upon the Lessee handing over the peaceful possession of the Said Property.
- 4.4 In the event the Lessors fail to so refund the IFRSD, the Lessee shall be entitled to claim interest @18% per annum on the IFRSD from the date of such refund till the date of actual payment by the Lessee to the Lessors.

**5. TAXES :**

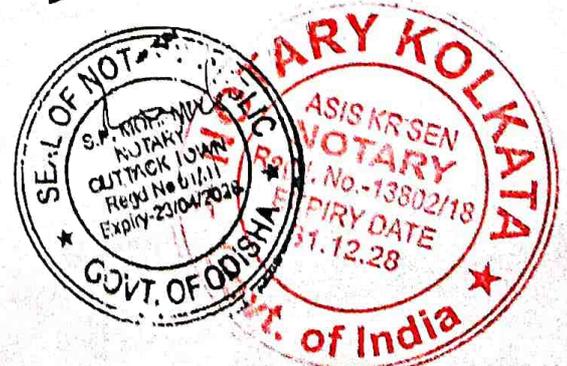
- (a) Beginning from Rent Commencement Date and continuing throughout the Lease Term, the Lessors shall pay the Ground rent or any tax/Cess pertaining to the Said Property. In case wherein the Lessors fail to pay the same, the Lessee shall have option to pay the same and it shall be deducted from the Rent.

The Lessee will bear the tax (if applicable) on rentals during the tenure of the Lease and the Lessors shall provide the certificate of registration of service tax to enable the Lessee to pay tax along with the Lease Rent. It would be the responsibility of the Lessors to raise correct and accurate invoice citing applicable Tax separately on such invoice in order to enable the Lessee to honor the timely payment of Rent and related applicable Tax. In case of failure to send the invoices by 5th of the month, the default of payment of related Tax shall be on the Lessors and Lessee shall in no way be responsible for Tax payment for that month and any consequential interest and/or penalty of whatsoever nature.

J. Jayanti Pradhan  
S. Suresh Kumar Pradhan  
N. Nibedita Pradhan

Rajendra Kumar

Sunil Kumar Thakur

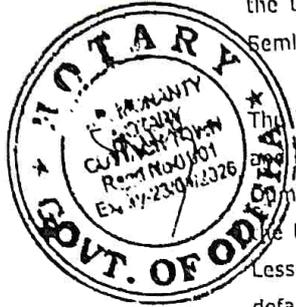


6. ASSIGNMENT AND SUBLETTING:

The Lessee may assign or sublease or any part of the Said Property with the prior consent obtaining of the Lessors, provided that the Lessee shall remain liable for the performance of all obligations hereunder.

7. INDEMNITY

A. The Lessors agree to indemnify and hold the Lessee harmless from any defect in title of the Lessor in the Demised Premises or any claim being made by any person, Govt or Semi-Govt. Authority regarding the title of the Lessors.



The Lessors shall indemnify the Lessee against any interference, if any, in the peaceful and lawful occupation by the Lessee of the Demised Premises on account of occupying the Demised Premises as herein above agreed. Further, the Lessors shall also fully indemnify the Lessee in case of a default on account of the representations and warranties of the Lessor or the representations and warranties are turned out to be false or if the Lessors defaults in performing any of their obligations under this Lease Deed.

8. TERMINATION

Notwithstanding anything contained herein, the Lessee has the option to terminate the Lease during the Lease Term by giving a 03 (Three) months prior notice to terminate the Lease or by paying the rent in lieu of said notice period, however the Lessor shall refund the IFRSD, if any, to the Lessee at the time of hand over of the Said Property by the Lessee. Further to the Lessors shall not have any right to terminate the Lease save and except Lessee's default in payment of Rent. In the event, if the Lessee do not cure the defect of payment of rent within ten (10) days from the date of such rent payable, then the Lessors have a right to terminate this Lease deed by giving thirty (30) days notice to the Lessee in writing.

9. LESSORS REPRESENTATIONS AND WARRANTIES:

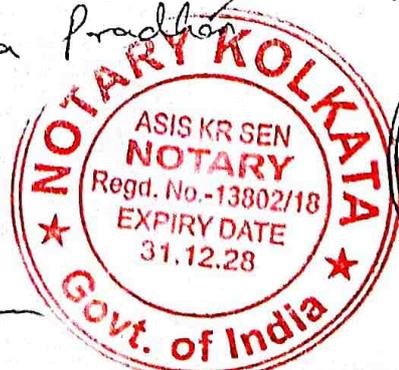
The Lessors represent and warrant that:

- (i) The Lessors are absolutely seized and possessed of and is well and sufficiently entitled to the Said Property and have the right to lease the same or any part thereof to any third party/ies, with full liberty to enjoy the leasehold rights without any claim by any person or any obstruction or hindrance and without any further approval and sanction from any authority or any Government body under any law for the time being in force in relation with the Said Property;
- (vi) At all times during the Lease Term, the Lessee shall have free and unobstructed access to the Said Property.

S. Jayantika Pradhan  
S. Sumantra Kumari Pradhan  
N. Nibedita Pradhan

Sunil Kumar Thakur

Indira Shaw



10. NOTICE:

All notices and other communications required or permitted to be given hereunder shall be in writing and shall be sent by: (I) certified or registered mail, postage prepaid, return receipt requested; (II) personal delivery; or (III) a recognized overnight carrier that provides proof of delivery, and shall be addressed as follows:

(I) If to Lessee:

**Sendoz Impex Limited**

634, Marshall House,

33/1, N.S.Road,

Kolkata - 700 001

To the Lessors:

1) Smt. Jayanta Kumar Pradhan, S/o: Late Ananta Charan Pradhan,

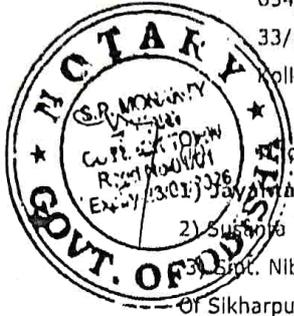
2) Smt. Jayanta Kumar Pradhan S/o: Late Ananta Charan Pradhan

3) Smt. Nibedita Pradhan W/O Sri Jayanta Kumar Pradhan

Of Sikharpur(Talasa), Po: College Square, PS: Chouliagan,

Dist: Cuttack-753003, Odisha

Notices shall be deemed effective upon receipt or rejection only.



11. DISPUTES

The Parties shall attempt to amicably settle any dispute (hereinafter referred to as the "DISPUTE") arising out of this Lease Deed and the obligations hereunder. Either Party may give written notice of a Dispute to the other Party within ten (10) days of the occurrence of the event which gives rise to such Dispute or the day that such event came to the notice of the applicable Party.

12. JURISDICTION

The courts at Cuttack; Odisha only shall have exclusive jurisdiction in all matters arising out of this Lease Deed or any arbitration as provided herein.

13. GOVERNING LAW

This Lease Deed shall be governed and construed in accordance with the laws of the Republic of India.

14. COUNTERPARTS

This Lease Deed shall be executed in one (1) original and one (1) counterpart. The original Lease Deed shall be retained by the Lessee and the counterpart shall be retained by the Lessor.

S Jayanta Kumar Pradhan  
S Smt. Nibedita Pradhan  
N Nibedita Pradhan

Smt. Kumar Thakur



Ruinda S...

SCHEDULE- A  
(Said Property)



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All that piece and parcel of land and ground situated within the Registration Sub-Dist. Athagarh and Dist. Cuttack admeasuring Acres 3.0 acres, bearing Khata Nos. 142/24 & Plot No.287 & 310, Area: 2.5 acres & Khata Nos. 142/43 & Plot No.218, Area: 0.42 acres & Khata Nos. 21, Plot No.218, Area: 0.20 acres situated at Mouza:-Alanai, P.S. Choudwar, Tehsil - Tangichoudwar, Dist.Cuttack, Odisha , which is bounded and butted as follows:

- East : ROAD
- West : ROAD
- South : Plot of Jayanta Kumar Pradhan
- North : Plot of Jayanta Kumar Pradhan

Total area: Khata Nos. 142/24 & Plot No.287 & 310, Area: 2.5 acres.  
 Khata Nos. 142/43 & Plot No.218, Area: 0.42 acres  
 And 0.08 acres from Khata Nos. 21, Plot No.218, Area: 0.20 acres  
**Total: 3.00 acres**

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEAL TO THESE PRESENTS ON THE DAY, MONTH & YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES:

WITNESSES :

1. *Sudhar Nayak*  
 At - Mangal Pur  
 Po - Angrohera  
 Ps - Chachwan  
 Dist - Cuttack

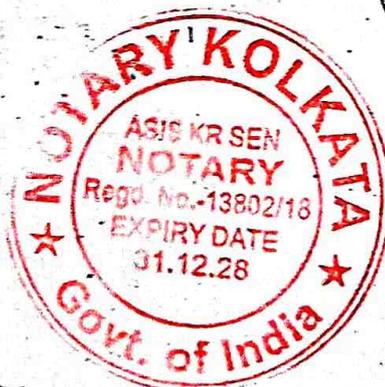
2. *Jay Prakash Mohanty*  
 At/Po. Khurda  
 Ps. Khurda  
 Dist. Cuttack

LESSORS

1. *Jayanta Kumar Pradhan*  
(Jayanta Kumar Pradhan)
2. *Susanta Kumar Pradhan*  
(Susanta Kumar Pradhan)
3. *Nibedita Pradhan*  
(Nibedita Pradhan)

LESSEE

*Sunil Kumar Thakur*  
Mr. Sunil kumar Thakur  
 (Authorized signatory)



*Sundar Sen*