

BEFORE HONBLE NATIONAL GREEN TRIBUNAL

EASTERN ZONE BENCH, KOLKATA.

Original Application No-¹⁰⁴-----of 2025

IN THE MATTER OF:

PRADEEP KUMAR DAS AND OTHERS. APPLICANTS

VERSUS

STATE OF ODISHA AND OTHERS ... RESPONDENTS

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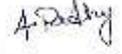
PLACE: Bhubaneswar

SANKAR PRASAD PANI



DATE: 02/04/2025

ASHUTOSH PADHY



ADVOCATE

Plot 2132/4814, NageswarTangi, Bhubaneswar 751002 Cell-
9437279278,Email:sankarprasadpani@gmail.com

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SYNOPSIS

That the present application is being filed challenging the illegal transfer of 6.36 Ac (2.5738 Ha) of forest land for non forest activities for establishment of a Fabrication & Agricultural Equipments Mfg. Unit and for Establishment of a Steel, Iron & Ferro Alloys Unit by M/s Mankash Enterprises and M/s OSC Steel Pvt. Ltd. respectively in village Kalokudar under Lathikata tahasil of Sundargarh district. That the **Orissa Industrial Infrastructure Development Corporation (hereafter IDCO for short)** has transferred the Govt. land in favor of M/s Mankash Enterprises and M/s OSC Steel Pvt. Ltd. for establishment of Fabrication & Agricultural Equipments Mfg. Unit and Steel, Iron & Ferro Alloys Unit in village Kalokudar under Lathikata Tahasil of Sundargarh district. That the applicant's are concerned of the illegal diversion of forest land by IDCO Odisha without following the process laid down under Van (Sanrakshan Evam Samvardhan) Adhiniyam 2023.

LIST OF DATES

31/05/1989	Last ROR was published
27/05/1990	Joint management plan approved by the Asst. Conservator of Forest Sundargarh
24/06/2021	Provisional land allotment issued in favor of the private respondent M/s OSC Steel Pvt. Ltd.
07/07/2021	Provisional land allotment issued in favor of the private respondent M/s Mankash Enterprises
08/06/2023	IDCO Plot No.82/1 was handed over to M/s Mankash Enterprises
28/06/2023	RI Kalunga reported that the plot in question is in the record of government and is a forest kism land.
24/02/2025	Representation made by the applicant No.2 to the DFO

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	Rourkela Forest Division for cancellation of allotment of plot No. 82/2 and plot No 82/1
06/03/2025	DFO Rourkela Forest Division issued one letter for stop construction over the plot No. 82/2 and plot No 82/1

BEFORE HONBLE NATIONAL GREEN TRIBUNAL

EASTERN ZONE BENCH, KOLKATA.

(Under Section 18(1) read with Section 14(1), 15 and 20 of the National Green Tribunal Act 2010)

Original Application No-----of 2025

IN THE MATTER OF:-

1. Pradeep Kumar Das, aged about 67 years, S/o Khirod Prasad Das, At/Po- B-4, Commercial Estate, Rourkela, 769004, Sundargarh
2. Patel Lakra, aged about- 49 years, C/o Panu Lakra, At/Po-Kalokudar, Beldihi, Sundargarh, 770031,
3. Ramakanta Biswal, aged about 63 years, S/o Ratnakar Biswal, At/po- Vedvyas, Rourkela, Dist- Sundargarh, Pin-769004 ...**APPLICANTS**

VERSUS

1. State of Odisha represented by Additional Chief Secretary Forest Environment and Climate Change Dept. Govt. of Odisha, At: Kharbela Bhawan, Bhubaneswar, Dist.: Khurda, Odisha, Pin: 751001. E-mail ID : fesec.or@nic.in
2. UNION OF INDIA Through the Secretary, Ministry of Environment, Forests and Climate Change, Indira Paryavaran Bhawan, Jorbagh, New Delhi – 110003; Email - mef@nic.in, secy-moef@nic.in
3. District Collector, Sundargarh, At/Po/Dist- Sundergarh, Odisha, 752001; Email - dm-sundergarh@nic.in
4. Tahasildar Lathikata, At/Po- 4VVJ+H82, near police station,

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Lathikata, Lohadar, Odisha 770037, Email- tah.lathikata-od@nic.in

5. **Orissa Industrial Infrastructure Development Corporation (IDCO)**, Represented by its Managing Director, At/p-IDCO Tower, Janpath, Bhubaneswar-751022, Email: idc.odisha@gov.in
6. Divisional Forest Officer Cum Wildlife warden, Rourkela Forest Division, At/po-6R95+73W, Raghunathpali, Rourkela, Odisha 769004, Email- dfo.rourkela@odisha.gov.in
7. M/s Mankash Enterprises, Represented through its Proprietor Manju Pareek, At-3C, 2nd Floor, Sahej Success, Near New Court Rourkela 769012, Dist – Sundargarh, Email: mankashenterprises17@gmail.com
8. M/s OSC Steel Pvt. Ltd., represented through its Managing Director Sri Ram Pratap Kheria, At/Po- Plot No 6, Cuttack Road, Bhubaneswar, Dist - Khordha - 751006. Email: orissasteel@rediffmail.com
9. Additional Chief Secretary, Revenue and disaster management department, Govt. of Odisha, Kharavela Bhawan, Bhubaneswar, Odisha, 751001, Email: revsec.od@nic.in **...Respondents.**

Most Respectfully Showth :-

- I. The Address of the Applicants is given above for the service of notices of this application.
- II. The Addresses of the Respondents are given above for the service of notice of this application.
- III. The Present Application Challenges the illegal transfer of forest land in favor of IDCO and thereafter to private companies for industrial purposes without following the due process of Van (Sanrakshan Evam Samvardhan) Adhiniyam 2023.

FACTS OF THE CASE

1. That the Applicant No. 1 and 3 are the residents of Rourkela, Sundargarh and the Applicant No.2 is the villager of Kalokudar village under Lathikata Tahasil of Sundargarh district where the Forest land in question exists and illegally transferred in favor of IDCO and subsequently transferred to the private respondents for industrial use.
2. That the applicant No.2 belong to Schedule Tribe and is member of Village Committee. It is needless to state that the **Sundargarh** is a **Schedule-V District**, wherein consultation with gramsabha (Village assembly) is pre requisite prior to acquisition of land for any industrial project. Further the Applicant No.-2 prior to filing of this OA wrote a letter on dated 24/02/2025 to the DFO Rourkela Forest Division for cancellation of allotment of plot No. 82/2 and plot No 82/1 total area of 6.36 acres to M/s. OSC Steel Pvt. Ltd and Mankash Enterprises. Copy of the representation dated 24/02/2025 is annexed here unto as **ANNEXURE-1**.
3. That the DFO Cum Wildlife Warden, Rourkela Forest Division after receiving the complaint of the Applicant No.2 issued a letter to the private respondents on dated 06/03/2025 to stop the construction work over the plot in question. Copy of the letter dated 06/03/2025 issued by DFO Cum Wildlife Warden, Rourkela Forest Division is annexed here unto as **ANNEXURE-2**.
4. That the Plot No. 82 of **Khata No.60** has been erroneously mentioned as **Khata No.40** by the IDCO and the applicant in his earlier representation but the ROR suggests the Plot No. is 82 in **Khata No. 60**. Hence for all purpose it may be treated as Khata No. 60 in Mouza Kalokudar under Lathikata Tahasil of District-Sundargarh, **Kissam- Gramya Jungle**. Copy of the ROR of Plot No.

82 of Khata No.60 is annexed hereunto as **ANNEXURE-3**.

5. It is pertinent to mention here that over the alleged site in question at least 500 trees of the different species such as **Neem, Mango and Mahula (Madhuca longifolia)** have been planted as part of the **JOINT MANAGEMENT PLAN** under the scheme of **Orissa Social Forestry Project** by the villagers of Kalokudar and the Forest Department of the Kuarmunda Range and the Joint Management Plan was signed on 27.05.1990. Copy of the Joint Management Plan dated 27/05/1990 is annexed here unto as **ANNEXURE-4**.
6. That the IDCO on dated 24/06/2021 issued one Provisional allotment of IDCO Plot No 82/2 measuring Ac. 4.300 at IE, Kalunga in favour of **M/s OSC Steel Pvt. Ltd.** on out right Payment basis for **Establishment of a Steel, Iron & Ferro Alloys Unit**. That in the said letter the Khata No. was erroneously mentioned as 40 whereas the correct Khata is Khata No.-60 which was transferred in favour of M/s OSC Steel Pvt. Ltd in village Kalokudar under Lathikata Tahasil of Sundargarh district. Copy of the Provisional allotment letter dated **24/06/2021** issued in favor of M/s OSC Steel Pvt. Ltd is annexed here unto as **ANNEXURE-5**.
7. That the IDCO on dated 07/07/2021 issued one Provisional allotment of IDCO Plot No 82/1 measuring Ac. 1.050 at IE, Kalunga in favour of M/s **Mankash Enterprises** on out right Payment basis for **Establishment of a Steel, Iron & Ferro Alloys Unit**. That in the said letter the Khata No. was erroneously mentioned as 40 whereas the correct Khata is Khata No.-60 which was transferred in favour of M/s Mankash Enterprises in village Kalokudar under Lathikata Tahasil of Sundargarh district. Copy of the Provisional allotment letter dated 07/07/2021 issued in favor of M/s Mankash Enterprises is

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annexed here unto as **ANNEXURE-6**.

8. It is pertinent to mention here that on dated 08/06/2023, IDCO handed over the land in favor of the proprietor M/s Mankash Enterprises wherein the handing over land details is mentioned as Khata No.- 60 and IDCO Plot No.- 82/1, revenue Plot No-82(P). But in all other documents the Khata No 60 is erroneously mentioned as Khata No.-40 and Revenue Plot NO- 82 (P). Copy of the handing over report dated 08/06/2023 is annexed here as **ANNEXURE-7**.
9. That the photographs of the site in question also suggests that there exist a thick dense forest over that piece of land and if the private respondents are allowed to start construction over the Forest land then all the trees will be felled out for which the local environment will sustain a huge loss. It is also pertinent to mention here that the site in question is contiguous and part of a dense forest land having tree growth. Copy of the photographs of the site in question is annexed here unto as **ANNEXURE-8**.
10. That, the local Adivasi of the respective villages protested on the allotment of the land for industrial purpose by IDCO at the time of construction of prefabricated boundary wall by the allottee with the help of police force and it was also widely published in Odia and Hindi Newspaper.
11. That the applicants and villagers have contributed their time and resources for protection of the gramya jungle and alienation of a forest land for industrial purpose without consultation with villagers is a violation of 73rd amendment of Constitution as well as provision of Panchayats Extension to Scheduled Areas (PESA) 1996.
12. That the plot in question is a Gramya Jungle, a category of **revenue forest land in** Kalokudar Mouza of Sundergarh district which is

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Scheduled V Area. Hence before any kind of developmental activities takes place, consent of the local villagers is required and in the present case the villagers have not granted their consent for transfer of the land in favor of the private respondents for non forest activities.

13. It is pertinent to mention here that Sundargarh district has many large scale as well as small scale steel and sponge iron industries including Rourkela Steel Plant (RSP). Some areas of the district like Kansbahal, Lathikata, Rourkela, Kalunga, Bonai, Rajgangpur, Kuanrunda and Biramitrapur have hundreds of medium and small scale industries. That the prolonged industrialisation and Mining Activities in the district has destroyed a large part of the forest cover.
14. The Forest Conservation Act 1980 came into force on 25.10.1980. It clearly speaks that "Notwithstanding anything contained in any other law for the time being in force in a State, **No State Government or other authority shall make, except with the prior approval of Central Government, any order directing that any forest land or any portion thereof may be assigned by way of lease or otherwise to any private person or to any authority, Corporation, agency or any other organization** not owned, managed or controlled by Government restriction has - been imposed." Since the case land in question continues to be a **gramya jungle** on record as on today hence transfer of land to IDCO and the subsequent allotment in favor of industries for non forest purpose without following due process of Van (Sanrakshan Evam Samvardhan) Adhiniyam 2023 (erstwhile Forest Conservation Act) is bad in law and the entire transfer of land to the IDCO and the industries need to be declared illegal. As such some of the trees has also been felled for movement of vehicles

inside the site in question, construction of boundary, and still the trees are continue to be felled hence the Hon'ble Tribunal may pass an interim order directing the state respondents to stop the construction over the alleged Gramya Jungle land and to stop felling of trees.

15. That the Revenue Department, State Government of Odisha in its letter dated 24/10/2011, letter no 43968 has clarified that the Govt. Land recorded in non-forest kism with a note of Sabik Kism Jungle in the RoR finally published after 25/10/1980 but which was forest kism in Sabik Record, the forest conservation Act of 1980 will be applicable to all such forest lands. Copy of the letter dated 24/10/2011 is annexed here unto as **ANNEXURE-9**.
16. That the land on which the private respondents are proposing for establishment of their industry is a **revenue forest land (Gramya Jungle)** as mentioned in ROR and no approval under Forest Conservation Act 1980 has been obtained while acquiring the land.
17. It is humbly submitted that the Apex Court Judgement in T N Godavarman Case where in the Hon'ble Court has clarified that the definition Forest has to be understood in dictionary meaning **irrespective of the owner of such land and in this case the land in question is a physical forest** and hence attract the provisions of Forest Conservation Act for any non-forestry activities.
18. That the objective of the Forest (Conservation) Act of 1980 and Van (Sanrakshan Evam Samvardhan) Adhiniyam **2023** is to prevent further destruction except where it was unavoidable and checks and balances could be built in. Thus, it has avoided arbitrary de-reservation of large blocks of forests.
19. Section 2 of Forest Conservation Act of 1980 says that "Restriction on the de-reservation of forests or use of forest land for non-forest

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purpose: Notwithstanding anything contained in any other law for the time being in force in a State, **No State Government or other authority shall make, except with the prior approval of the Central Government, any order directing-** (i) That any reserved forest (within the meaning of the expression "reserved forest" in any law for the time being in force in that State) or any portion thereof, shall cease to be reserved: (ii) That any forest land or any portion thereof may be used for any non-forest purpose: (iii) That any forest land or any portion thereof may be assigned by way of lease or otherwise to any private person or to any authority, corporation, agency or any other organization not owned, managed or controlled by Government: (iv) That any forest land or any portion thereof may be cleared of trees which have grown naturally in that land or portion, for the purpose of using it for re-forestation.

20. It is humbly submitted that construction activity has been carried out without Approval of Central Government under Section 2 of Forest Conservation Act 1980. In *K.M. Chinnappa v. Union of India*, 2003 AIR SCW 23, the Supreme Court observed that unless and until the Central Government's permission is obtained under the Forest (Conservation) Act, no forest land can be allowed to be used for non-forest purposes.

21. In *T.N. Godavarman Thirumulkpad vs. Union of India* WP© 202 of 1995 and order dated 12/12/1996, the Supreme Court examined the National Forest Policy and issued certain directions in the light of the provisions of the Central Act. Direction 1 is important and reads as under:

“In view of the meaning of the word "forest" in the Act, it is obvious that prior approval of the Central Government is required for any non-forest activity within the area of any "forest". In

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accordance with Section 2 of the Act, all on-going activity **within any forest in any State throughout the country, without the prior approval of the Central Government, must cease forthwith.** It is, therefore, clear that the running of saw mills of any kind including veneer or plywood mills, and mining of any mineral are non-forest purposes and are, therefore, not permissible without prior approval of the Central Government. Accordingly, any such activity is prima facie violation of the provisions of the Forest Conservation Act, 1980. Every State Government must promptly ensure total cessation of all such activities forthwith”.

22. The Hon'ble Supreme court of India in T N Godavarman case (Supra) has clarified the scope of forest conservation act and definition of **forest as the dictionary meaning irrespective of ownership.** Relevant part of the judgment that is applicable in the present instance is reproduced here as follows:

“It has emerged at the hearing, that there is a misconception in certain quarters about the true scope of the Forest Conservation Act, 1980 (for short the ‘Act’) and the meaning of the word "forest" used therein. There is also a resulting misconception about the need of prior approval of the Central Government, as required by Section 2 of the Act, in respect of certain activities in the forest area which are more often of a commercial nature. The Forest Conservation Act, 1980 was enacted with a view to check further deforestation which ultimately results in ecological imbalance; and therefore, the provisions made therein for the conservation of forests and for matters connected therewith, must apply to **all forests irrespective of the nature of ownership or classification thereof.** The word "forest: must be understood according to its dictionary meaning. This description cover all statutorily recognised forests, whether

designated as reserved, protected or otherwise for the purpose of Section 2(i) of the Forest Conservation Act. The term "forest land", occurring in Section 2, will not only include "forest" as understood in the dictionary sense, **but also any area recorded as forest in the Government record irrespective of the ownership. This is how it has to be understood for the purpose of Section 2 of the Act.** The provisions enacted in the Forest Conservation Act, 1980 for the conservation of forests and the matters connected therewith must apply clearly to all forests so understood **irrespective of the ownership or classification thereof.**" This aspect has been made abundantly clear in the decisions of this Court in *Ambica Quarry Works and ors. versus State of Gujarat and ors.* (1987 (1) SCC 213), *Rural Litigation and Entitlement Kendra versus State of U.P.* (1989 Suppl. (1) SCC 504), and recently in the order dated 29th November, 1996 in *W.P.(C) No.749/95 (Supreme Court Monitoring Committee vs. Mussorie Dehradun Development Authority and ors.* The earlier decision of this Court in *State of Bihar Vs. Banshi Ram Modi and ors.* (1985 (3) SCC 643) has, therefore, to be understood in the light of these subsequent decisions. We consider it necessary to reiterate this settled position emerging from the decisions of this court to dispel the doubt, if any, in the perception of any State Government or authority. This has become necessary also because of the stand taken on behalf of the State of Rajasthan, even at this late stage, relating to permissions granted for mining in such area which is clearly contrary to the decisions of this court. It is reasonable to assume that any State Government which has failed to appreciate the correct position in law so far, will forthwith correct its stance and take the necessary remedial measures without any further delay".

23. *Fait Accompli* Situation and *Post Facto* Clearance: That if the private respondent is not restrained from going ahead with the construction and

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change of land use, then it would complete the project causing irreversible damage to the environment and will then seek post-facto Forest Clearance from the authorities making it a fait accompli situation. Hon'ble Principal Bench of National Green Tribunal in number of cases and the recent one is in OA NO 37 of 2015 (S P Muthuraman Vs Union Of India) has hold all such post facto clearances are null and void.

GROUND

I. The transfer of forest land for industrial purpose in absence of any approval from central government is an offence under the Van (Sanrakshan Evam Samvardhan) Adhiniyam 2023 and violation of Hon'ble Supreme court order of 12-12-1996 in W.P © 202 of 1995.

PRAYER FOR INTERIM RELIEF

Direct the state respondents to stop the construction over the alleged Gramya Jungle land and to stop felling of trees, pending disposal of the Original Application.

LIMITATION

That the present application is being filed within six months from the representation made by the Applicant on dated 24/02/2025, and from the letter issued by DFO Rourkela Forest Division on 06/03/2025 hence the application is not barred by limitation.

PRAYER

In light of the present facts and circumstances it is most respectfully prayed that this Hon'ble Tribunal may be pleased to

- a. Restrain the Private respondents and IDCO from accessing and using the forest land for non-forest activity until approval of central government is obtained under Van (Sanrakshan Evam Samvardhan) Adhiniyam 2023.

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- b. Hold and declare that the alienation of Plot No.-82, Khata No.-60, under Mouza- Kalokudar, Tahasil- Lathikata of District- Sundargarh in favor of IDCO and subsequent transfer to the Private respondents as illegal and void for want of approval from central government under Van (Sanrakshan Evam Samvardhan) Adhiniyam 2023.
- c. Direct the IDCO and State authorities to ensure protection of the existing forest and restoration of the damaged trees.
- d. Assess the environmental compensation for causing damage to the forest and realize the same from IDCO and private respondents.
- e. Pass any other order(s)/direction(s) that Your Lordships may deem fit and proper in the interest of justice, equity and good conscience.

For this act of kindness the Applicants shall remain ever grateful to you.

DATE-02/04/2025



APPLICANTS THROUGH
ADVOCATE

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
EASTERN ZONE BENCH, KOLKATA

ORIGINAL APPLICATION NO OF 2025/EZ

IN THE MATTER OF:

PRADEEP KUMAR DAS & ANOTHER

APPLICANT

VERSUS

STATE OF ODISHA AND Others ...

RESPONDENTS

AFFIDAVIT

02 APR 2025

I, Pradeep Kumar Das Age- 67 years S/o Khirod Prasad Das At- B-4, Commercial Estate, Rourkela, 769004, Sundergarh, Odisha, hereby solemnly affirm, and declare as under:

1. That I am one of the Applicant in the above mentioned Original Application and authorised by the other applicant.
2. I am fully conversant with the facts and circumstances of the case and therefore competent to swear this affidavit.

That I have read over the contents of the accompanying Affidavit and the same is true and correct and is drafted on my instruction



Pradeep Kumar Das
DEPONENT

VERIFICATION

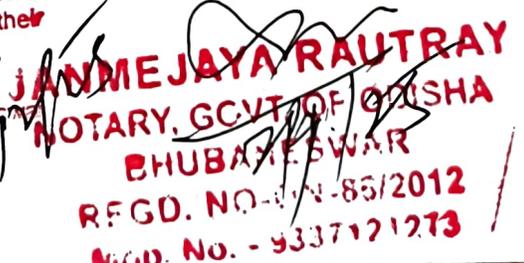
Verified on this the ... 02 day APR 2025 ... 2025 at Bhubaneswar that the contents of the above affidavit are true and correct. No part of it is false and nothing material has been concealed there from.



Identified By
Pradeep Kumar Das
ADVOCATE

The above named deponent(s) being duly identified by Sri... Advocate, Bhubaneswar
Appears before me on ... 02 APR 2025 ... A.M./P.M. ... States on oath the contents of this affidavit are true to the best of his / her / their knowledge and belief

Pradeep Kumar Das
DEPONENT



The Divisional Forest Office,
Rourkela Forest Division,
Rourkela



Sub : Cancellation of allotment of Plot.No.82/2 and 82/1 total area of 6.36 acres to M/s.OSC Steel Pvt. Ltd and Mankosh Enterprises.

Dear Sir,

With reference to the subject noted above, it is to inform you that the IDCO Plot.no.82/2 and revenue Plot.no.88(P) Khata.no.40, measuring Ac 4.300 and Plot.No.82(1), revenue Plot.no.88(P) Khata.no.40, measuring Ac 1.50 are belongs to Gramya Jungle (Forest Land).

The above plot and more than 500 grown up teak trees have been planted as per the (JOINT MANAGEMENT PLAN) by the village of Kalokudar and the Forest Department of Kuarmunda Range which is signed on dt.27.05.1990, as per the project component name 7.REFO-90-91.

The report of the R.I, Kalunga. Vide letter.no.166 dt.28.06.2023, indicates that IDCO Plot.no.82/1 and 82/2 is in the record of Government and is a forest land.

You are therefore requested to put the entire land as forest land and take appropriate action for cancellation of allotment of the said land allotted by IDCO Authority.

The memorandum copy and suggestion of Orissa Young Entrepreneurs Association no.OYEA/2024-25/24 dt.19.11.2024 address to you may be taken into consideration for further course of action, the matter may please be discussed by your good office with the Collector Sundargarh and Managing Director, IDCO, Bhubaneswar

Thanking you,
Yours Faithfully,

Patel Lakra

Patel Lakra
Member Gramya Committee
Vill-Kalokudar,Po.Beldihi,Dist-Sundargarh.
Mb.No.9938107881.

Note:- Please note that, the villagers and the committee members are belong to ST category and Sundargarh is a schedule district.

Patel Lakra

Enclosure :

- (i) Xerox copy of Joint Management Plan,
- (ii) Report of R.I. Kalunga,
- (iii) Letter of OYEA,
- (iv) Allotment letter of IDCO of both the Unit,
- (v) Copy of Paper cut.

CC to 1. The Managing Director, IDCO, Bhunbaneswar, Orissa.
2. The Collector, Sundargarh.
3. The Tahasildar, Rourkela.



ବନଖଣ୍ଡ ଅଧିକାରୀ ତଥା ବନ୍ୟପ୍ରାଣୀ ତତ୍ତ୍ୱାବଧାରକଙ୍କ କାର୍ଯ୍ୟାଳୟ, ରାଉରକେଲା

OFFICE OF THE DIVISIONAL FOREST OFFICER CUM WILDLIFE WARDEN
ROURKELA FOREST DIVISION, ROURKELA, SUNDARGARH, ODISHA
Phone No. 0661-2664637, Fax No. 0661-2664638, e mail- dfo.rourkela@odisha.gov.in

Letter No. 3689 /4F(Misc.), Dt. 06.03.2025

To

M/s O.S.C. Steel Pvt. Ltd.
MD- Sri Ram Pratap Kheria, ✓
Plot No.-6, Cuttack Road,
Bhubaneswar, Dist.- Khordha-751006

M/s Mankash Enterprises,
Prop- Manju Pareek,
At- 3C, 2nd Floor, Sahej Success, Near New Court
Rourkela-769012, Dist.- Sundargarh.

Sub:- **Cancellation of allotment of Plot No.-82/2 and 82/1 total area of 6.36 acre to M/s O.S.C. Steel Pvt. Ltd and Mankosh Enterprises.**

Sir,

Apropos to the subject cited above, it has come to the attention of the undersigned through an allegation petition from Sri Patel Lakra, Member of the Gramya Committee, Vill- Kalokudar, PO- Beldihi, District- Sundargarh that IDCO Plot No. 82/2 and Revenue Plot No. 88 (P), Khata No. 40, measuring 4.300 acres, as well as Plot No. 82/1, Revenue Plot No. 88 (P), Khata No. 40, measuring 1.50 acres, are part of Gramya Jungle (Forest Land).

According to Sri Lakra's letter, over 500 grown up teak trees have been planted as part of the **JOINT MANAGEMENT PLAN** by the villagers of Kalokudar and the Forest Department of the Kuarmunda Range, which was signed on 27.05.1990 as per the project component Name-7. REFO-90-91 (copy enclosed).

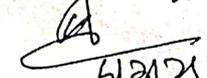
Additionally, as per the RI, Kalunga report vide letter no.-166 dtd.28.06.2023, indicates that IDCO Plot no.-82/1 and 82/2 is in the record of Government and is a forest kism land.

In view of the above, you are directed to stop operation of construction work over the said forest land till further order.

Further, you are requested to submit a copy of the allotment letter issued in favour of your company by the IDCO Authority, if any, regarding allotment of the aforementioned revenue forest land and submit other relevant documents of the company establishment to this office within **7(Seven)** days unflinchingly.

Encl: As above.

Yours faithfully,


Divisional Forest Officer
Rourkela Division

P.T.O.

P/2
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Memo No. 3690/4F, dt 06.03.2025

Copy forwarded to the Tahasildar, Lathikata for information and necessary

action.


Divisional Forest Officer
Rourkela Division

Memo No. 3691/4F, dt 06.03.2025

Copy forwarded to the Dy. Range Officer, Kuarmunda Range for information and necessary action. He is instructed to ensure that the user agencies have stopped operation of construction work of this industry over the Revenue Forest land.


Divisional Forest Officer
Rourkela Division.

21

ଖତିୟାନ

ପରିଶିଷ୍ଟ - କ

ମୌଜା : କାଲୋ କୁଦର

ତହସିଲ : ଲାଠିକଟା

ଫର୍ମ ନଂ - 99

ଥାନା : ବ୍ରାହ୍ମଣୀଚରକା

ତହସିଲ ନମ୍ବର : 361

ପରିଚ୍ଛେଦ - 402

ଥାନା ନମ୍ବର : 7

ଜିଲ୍ଲା : ସୁନ୍ଦରଗଡ଼

୧) ଖତିୟାନର କ୍ରମିକ ନମ୍ବର	୨) ଜମିଦାରଙ୍କ ନାମ ଓ ଖେତାବତୀ ବା ଖତିୟାନର କ୍ରମିକ ନମ୍ବର				୩) ପ୍ରକାର ନାମ, ପିତାର ନାମ, ଜାତି ଓ ବାସସ୍ଥାନ
60	ଓଡ଼ିଶା ସରକାର ଖେତାବତୀ ନମ୍ବର 1				ରକ୍ଷିତ
୪) ସ୍ୱତ୍ୱ	୫) ଦେୟ				୬) କ୍ରମବର୍ଦ୍ଧନଶୀଳ ଖଜଣାର ବିବରଣୀ
ସରକାରୀ ମାହାଲ	ଜଳକର	ଖଜଣା	ସେସ୍	ନିଷ୍ଠାର ସେସ୍ ଓ ଅନ୍ୟାନ୍ୟ ସେସ୍ ଯଦି କିଛି ଥାଏ	ମୋଟ
		0.00	0.00	0.00	0.00
୭) ବିଶେଷ ଅନୁସଙ୍ଗ ଯଦି କିଛି ଥାଏ	ମ୍ୟୁ କେ ନଂ 1411/22 ହୁ ମୁ ଜମିଜମା ଦା ଖା ନଂ 54/1 କୁ				
BLANK SPACE FOR STAMPING					
ଅନ୍ତିମ ପ୍ରକାଶନ ତାରିଖ : 31/05/1989					
ଖଜଣା ଧାର୍ଯ୍ୟ ତାରିଖ : 01/04/1990					

ଖତିୟାନର କ୍ରମିକ ନଂ : 60			ମୌଜା : କାଲୋ କୁଦର				ଜିଲ୍ଲା : ସୁନ୍ଦରଗଡ଼		
ଚକର ନମ୍ବର	ଚକ ଭୁକ୍ତ ହୋଇ ଥିବା ପ୍ଲଟ	ଚକ ଭୁକ୍ତ ହୋଇ ନଥିବା ପ୍ଲଟ	କିସମର ବିସ୍ତୀରିତ ବିବରଣୀ ଓ ଚୌହଦି	ରକବା			ଚକ ଭୁକ୍ତ ହୋଇ ନଥିବା ଜମିର କିସମ	ମତ୍ତବ୍ୟ	
				ଏକର	ଡି.	ହେକ୍ଟର			
8	9	10	11	12			13	14	15
		82		6	3600	2.5738	ଗ୍ରାମ୍ୟ ଜଙ୍ଗଲ		
		86		1	7700	0.7163	ବନ୍ଧି ଯୋଗ୍ୟ		
		87		0	1300	0.0526	ଉନ୍ନତ ଯୋଜନା ଯୋଗ୍ୟ	ସୁଲଭ ଘର ପାଇଁ ସଂରକ୍ଷିତ	
		88		0	0800	0.0324	ବନ୍ଧି ଯୋଗ୍ୟ		
		89		0	3200	0.1295	ବନ୍ଧି ଯୋଗ୍ୟ		
		90		0	5600	0.2266	ବନ୍ଧି ଯୋଗ୍ୟ		
		91		0	2500	0.1011	ବନ୍ଧି ଯୋଗ୍ୟ		
		158		1	6900	0.6839	କୁଦର		
		168		0	2200	0.0890	କୁଦର		
		205		0	7000	0.2833	ସର୍ବ ସାଧାରଣ ଯୋଗ୍ୟ	ଶୁଣାନ ପାଇଁ ସଂରକ୍ଷିତ	
		206		1	9800	0.8013	ଗ୍ରାମ୍ୟ ଜଙ୍ଗଲ		
		207		0	6600	0.2671	ଗୋଚର		
		209		0	1200	0.0486	ଗୋଚର		
		274		0	0500	0.0202	ବନ୍ଧି ଯୋଗ୍ୟ		
		279		0	6800	0.2752	ବନ୍ଧି ଯୋଗ୍ୟ		
		280		2	5100	1.0157	ଗୋଚର		
		282		8	1500	3.2982	ଗୋଚର	D.R.P. Case No.4/2009 କୁ. ସୁ. : ପ୍ଲଟ ନଂ : 282 ରୁ ଏ, 5.00 ଖାରଜ ଦାଖଲ ଖାତା ନଂ : 57, ରେ II	
		283		4	0800	1.6511	ଗ୍ରାମ୍ୟ ଜଙ୍ଗଲ		
		18 plots		30	3100	12.2659			

ରାଷ୍ଟ୍ରୀୟ ସୂଚନା ବିଜ୍ଞାନ କେନ୍ଦ୍ର 18/04/2025 12:28:57 IP :49.37.112.11

23
ENGLISH TRANSLATION OF ANNEXURE-3

Khatian

Mouza: Kalo Kudar
Thana: Bramhanitarang
Thana Number: 7

Tahasil: Lathikata
Tahasil Number: 361
District: Sundargarh

Name of the Jamidar and Khewat or Khatian serial number					Odisha Government Khewat number 1	
1) Khatain Serial no					60	
2) Name of the Tenant, Father's name, caste and residence					Rakhita	
3) Satwa						
4) Payable	Water Tax	Khajana	Cess	Nistar Cess and other cess if any	Total	5) Cumulative Khajana description
		0.00	0.00	0.00	0.00	
6) Special annexure if any		As per the decision of mutation case No. 1411/22, from old khata No.54/1				
BLANK SPACE FOR STAMPING						
Last publication date- 31-05-1989 Khajana date -01-04-1990						

Khatian Serial number- 60		Mouza – Kalo Kudar				District - Sundargarh
Plot no & Chaka name	Kisam & Plot Name	Detail description of the Kisam & Chouhadi	Area			Remark
			Acres	Decimal	Hectares	
82	GRAMYA JUNGLE		6	3600	2.5738	
86	BASTI YOGYA		1	7700	0.7163	
87	UNNATA JOJANA YOGYA		0	1300	0.0526	RESERVED FOR SCHOOL BUILDING
88	BASTI YOGYA		0	0800	0.0324	
89	BASTI YOGYA		0	3200	0.1295	
90	BASTI YOGYA		0	5600	0.2266	
91	BASTI YOGYA		0	2500	0.1011	
158	KUDAR		1	6900	0.6839	
168	KUDAR		0	2200	0.0890	
205	SARBA SADHARANA YOGYA		0	7000	0.2833	RESERVED FOR CREMATORIUM
206	GRAMYA JUNGLE		1	9800	0.8013	
207	GOCHARA		0	6600	0.2671	

209	GOCHARA		0	1200	0.0486	
274	BASTI YOGYA		0	0500	0.0202	
279	BASTI YOGYA		0	6800	0.2752	
280	GOCHARA		2	5100	1.0157	
282	GOCHARA		8	1500	3.2982	As per the order in D.R.P. Case No.4/2009, 5.00 Ac land from Plot No. 282 to Khata No.57.
283	GRAMYA JUNGLE		4	0800	1.6511	
18 plots			30	3100	12.2659	

ଯୌଥ ପରିଚାଳନା ଯୋଜନା (JOINT MANAGEMENT PLAN)

ପ୍ରକଳ୍ପ ଉପାଦାନର ନାମ 7. Rebo 90-01
(Name of the Project Component)



APPROVED

Asst. Conservator of Forests,
(Specialist)
Social Forestry Project Division,
SUNDARGARH.

ଓଡ଼ିଶା ସାମାଜିକ ବନ ପ୍ରକଳ୍ପ
(ORISSA SOCIAL FORESTRY PROJECT)

SUNDARGARH

ସୁନ୍ଦରଗଡ଼ ବିଭାଗ (Division)

KUANRMUNDA

କୂଅରମୁଣ୍ଡା ରେଞ୍ଜ (Range)

KALO KUDAR

କାଳକୂଅର ଗ୍ରାମ (Village)

9

9 ଗ୍ରାମ କୋଡ୍ ନମ୍ବର (Village code Number)

KALUNGA

କାଲୁଙ୍ଗା ଗ୍ରାମ ପଞ୍ଚାୟତ (Gram Panchayat)

LATHIKATA

ଲାଥିକଟା ବ୍ଲକ୍ (Block)

BRAMHANI TARANGA

ବ୍ରାହ୍ମଣୀ ତରଙ୍ଗା ପୋଲିସ୍ ଷ୍ଟେସନ (Police Station)

KUANRMUNDA

କୂଅରମୁଣ୍ଡା ତହସିଲ (Tahsil)

SUNDARGARH

ସୁନ୍ଦରଗଡ଼ ଜିଲ୍ଲା (District)

ଓଡ଼ିଶା ସାମାଜିକ ବନ ପ୍ରକଳ୍ପ (Orissa Social Forestry Project)

ଯୌଥ ପରିଚାଳନା ଦଲିଲ
(Joint Management Plan)

ପ୍ରଥମ ଭାଗ (Part-1)

ଗ୍ରାମ୍ୟ ସମ୍ପଦ—
Village Resources

A. ପ୍ରାକୃତିକ ସମ୍ପଦ—
(Physical Resources)

128.808 ha.

୧। ଭଜସ୍ୱ ରେକର୍ଡ୍ ଅନୁଯାୟୀ ଗ୍ରାମର କ୍ଷେତ୍ରଫଳ/ଅସୂଚନ ଏବଂ ପ୍ରକାର ଭେଦ ଭେଦ (Area of the village and their classification as per Revenue records _____ ha.)

(କ) ଭୂସୀର ରେକର୍ଡ୍ଡିଂ କମି/ରସୂଚନ କମି ଅନୁଯାୟୀ କ୍ଷେତ୍ରଫଳ (77.252 ha.)
(Recorded tenants land _____ ha.)

(ଖ) ସରକାରୀ ଜମି _____ କ୍ଷେତ୍ରଫଳ (54.556 ha.)
(Government land _____ ha.)

(ଗ) ସଂରକ୍ଷିତ ଜଙ୍ଗଲ _____ କ୍ଷେତ୍ରଫଳ
(Protected Forest _____ ha.)

(ଘ) ଗ୍ରାମ ଜଙ୍ଗଲ _____ କ୍ଷେତ୍ରଫଳ (6.252 ha.)
(Village Forest _____ ha.)

(ଙ) ଅକାଦ ଅକ୍ଷୟାଗ୍ୟ ଅକାଦାଗ୍ୟ ମଧ୍ୟ _____ କ୍ଷେତ୍ରଫଳ (39.964 ha.)
(unculturable waste land _____ ha.)

(ଚ) ଗୋଚର _____ କ୍ଷେତ୍ରଫଳ (6.536 ha.)
(Grazing/Cochar _____ ha.)

୨। ଗଛ ଲଗାଯାଇଥିବା କିମ୍ବା ରହିଥିବା ଜମିର ପ୍ରକାର ଭେଦ

(Types of land where trees are grown or exist)

	କା' ପ୍ରକାର ଗଛ ଲଗାଛି (Types of trees grown)	କେତେ ଗଛ ଲଗାଛି (No. of trees planted)	ଗଛ ଲଗାଯାଇଥିବା ଜମିର ଆୟତନ (Area under crop)
(କ) ଗୋଟା (Groves)			
(ଖ) ଘର ବାଡ଼ି (Back yard)	Neem, Mango, Mahua	40	
(ଗ) ବଲ୍ଲଭୂଇ (Field bunds)	Mahua	260	
(ଘ) ଗ୍ରାମ ଜଙ୍ଗଲ (Village forest)			
(ଙ) ଅନ୍ୟାନ୍ୟ (Others)			

B. ଜୈବ ସମ୍ପଦ

(Biological resources)

୩। (କ) ଗୋ ମହୁଷାଦିଙ୍କ ସଂଖ୍ୟା
Cattle statistics

ସଂଖ୍ୟା (number)

ଗାଈ ବଳଦ (Cattle)	325
ମଇଁଷି (Buffalo)	8
ମେଣ୍ଟା (Sheep)	88
ଗୋରୁ (Goats)	135
ଅନ୍ୟାନ୍ୟ (Others)	

(ଖ) ଖାଦ୍ୟ ଖୁଆଇବା ପ୍ରଣାଳୀ (ଯଥା—ମୂଳ-ଗୁରଣ/ଘରେ ରଖି ଖୁଆଇବା)
Mode of feeding (e. t. grazing, stall feeding etc.) (Open Grazing)

(ଗ) ଗୋଖାଦ୍ୟର ପ୍ରକାର ଭେଦ
Type of fodder used Grass, Leafs, Rice straw

(ଘ) ଗୋ ମହୁଷାଦି ପଶୁକୁ କି ପ୍ରକାର ଜଗା ରଖା କରାଯାଏ ?
(Mode of over seeing the cattle)
During cultivation under the shed of cattleman and rest of the time left open

(ଙ) ଉଦ୍‌ଘୋଷ ମସିହାରେ ଗୋ ମହୁଷାଦିକୁ କିପରି ରଖାଯାଇଥିଲା ?
(Mode of keeping the Cattle during lean period)

(2)

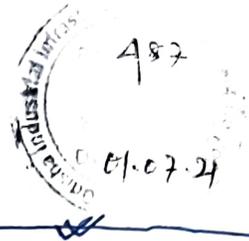
Left open

Sri Kushadhar Mahanta
Chief General Manager (MSME)



NO: HO/MSME/A-9356/01-21
To

Dated:



M/s OSC Steel Pvt. Ltd.,
MD - Sri Ram Pratap Kheria,
Plot No - 6, Cuttack Road,
Bhubaneswar, Dist - Khordha - 751006.
Email: orissasteel@rediffmail.com

Sub - Provisional allotment of IDCO Plot No 82/2 measuring Ac. 4.300 at IE, Kalunga in your favour on out right Payment basis for Establishment of a Steel, Iron & Ferro Alloys Unit.

Sir,

In consideration to the approval by the LAC on 08.03.2021 and subsequent approval of CMD and in compliance to this office Letter No. 8602 dtd. 20.05.2021, the management has been pleased to allot IDCO Plot No. 82/2 measuring Ac. 4.300 (hereinafter referred as demised property) at IE Kalunga, Dist: Sundargarh more fully described in the schedule and delineated in the plan annexed hereto in your favour on the following terms and conditions:

1. The land is allotted provisionally on license/lease hold basis up to 90 (Ninety) years or the residual lease period whichever is less from the date of handing over possession for **establishment of a Steel, Iron & Ferro Alloys Unit**. The land shall not be utilized for any other than the purpose for which it is allotted.

LAND SCHEDULE

District :	Sundargarh	P.S	Brahmannitarang
Tahasil :	Lathikata	Rev. Village :	Kalokudar
IDCO Plot No & Incl. Estate	82/2, IE, Kalunga	Rev. Plot No :	88(P)
Area (in Acres)	Ac.4.300	Rev. Khata No.	40
Bounded by			
East	As per sketch	West	As per sketch
North	As per sketch	South	As per sketch

2. ~~The cost of land is Rs. 2,83,80,000/-~~ (Rupees Two Crore eighty Three Lakh Eighty Thousand) only. We acknowledge that you have deposited the above amount with IDCO vide MR No. 76 dt. 25.05.2021.

Further, it is to be noted that the land cost mentioned above is provisional one which may be revised on receipt of instruction of Government and you will have to pay the differential land cost as and when the land cost is revised by the Government with respect to the Incl. Estate / Area within a month from the date of issue of the demand. Accordingly, you will have to furnish an undertaking on non-judicial stamp paper worth of Rs.21/- to this effect.

3. The cost of the Project is 1417.61 Lakhs and the Employment is 115.

4. You shall have to pay the following charges to IDCO in respect of the allotted property during the lease period.

Annual Rent	...	Rs. 4,96,650.00
Annual I.M.C	...	Rs. 53,367.00

5. GST as applicable shall be levied on the above charges. We acknowledge receipt of annual rent and annual IMC along with GST @ 18% for the year 2021-22 vide Money Receipt No. 76 dt. 25.05.2021.

The annual rent will vary from year to year depending on the demand raised and be levied from the date of allotment. These charges for the current year are payable before taking over possession of property. The Annual Rent amount mentioned above is provisional one which will be revised on receipt of instruction of Government and you will have to pay the differential Annual Rent as and when the same will be revised by the Government with respect to the Incl. Estate / Area within a month from the date of issue of the demand.

Sup
When it's cost is more than 200 Crores

M/M/B
Om
2/2/21

5. Accordingly you will have to furnish an undertaking on non-judicial stamp paper worth of Rs.21/-to this effect.
 - (a) You shall have to pay Annual Infrastructure Maintenance Charges (IMC) for the maintenance of the common services and facilities envisaged for the I.E Choudwar. IMC is payable from the date of possession of the property.
 - (b) You have to deposit IMC for the current year, amounting to Rs. 53,367.00 (Fifty Three Thousand Three Hundred Sixty Seven) only @ Rs.12,411.00 per acre/ per annum before taking over physical possession of the property. The IMC from the subsequent year onwards shall increase @ 5% per year over the previous year till the base rate is revised by any subsequent order of the competent authority of IDCO.
6. You shall have to pay GST as applicable from time to time on annual rent and I.M.C.
7. You shall have to deposit Rs. 6,000/- (Rupees Six Thousand) only towards non-refundable processing fee along with applicable GST @ 18%. If you have already deposited the same, then you are required to submit the Money Receipt for the same at our Rourkela Division Office on or before 31.06.2021.
8. All the payments pertaining to this allotment, if any, shall be made through on-line.
9. The cost of property mentioned above has been calculated based on the premium cost of Govt. land as per prevailing Industrial Policy Resolution, the compensation fixed by the Revenue Authorities for acquisition of private land and other relevant parameters. In the event of any increase in land cost/ amount of compensation fixed by the Govt. / any Civil Court /any other Court under the Land Acquisition Act, 1894, or otherwise, you will be liable to pay us proportionate enhanced cost on demand within a month.
10. The cost mentioned in the allotment letter, though normally valid till the validity of allotment, is liable for revision by IDCO / competent authority at any time without prior notice.
11. All dues payable to IDCO pertaining to this allotment shall carry interest @ 12% per annum on default. In addition, penal interest @ 2% per annum shall be charged on the defaulted amount for the period of default. The rate of interest and penal interest may be revised from time to time by IDCO at its discretion.
12. You shall have to obtain all required clearance/ permission/ license from competent authority (ies) including NOC from Orissa State Pollution Control Board(OSPCB) and furnish the copies thereof to IDCO within a maximum period of six months from the date of taking over possession of the property at your cost.
13. (a) You shall have to abide by all Forest applicable environment related laws/rules and regulations, which exist and which may be formulated by the competent authority from time to time.
(b) The liquid effluent discharged from the unit must confirm to the OSPCB prescribed norms before the same meets the drain provided / to be provided in the concerned Industrial Estate/ Area.
14. IDCO reserves the rights to change the size / alignment / location of the allotted plot as per ground conditions at any time before handing over possession of the same.
15. You shall occupy the property as per the dimensions/area mentioned in the possession report. Occupation, if any beyond the area handed over, shall attract cancellation of allotment.
16. The nature and extent of development facilities provided/ to be provided in the Industrial Estate/Area shall remain limited to the schematic provision made by IDCO in the development scheme of the concerned Industrial Estate / Area. In case it is required to provide facilities beyond what envisaged in the scheme, additional development cost shall be realized for the same and you will be liable to pay the pro-rata cost on demand.
17. The land is allotted in the Industrial Estate/Area on "as is where is basis", and no further demand for site filling, shifting of overhead/ underground electric/ water/sewerage lines or any development etc. shall be entertained by IDCO.
18. You shall have to enter into an agreement to lease with the Corporation for land utilization for the project within the moratorium period i.e. three years from the date of handing over possession of the land. The Corporation shall allow you for construction & utilization of the project within the moratorium period and shall consider executing the lease deed with you only after utilization of the land for the project. After utilization of land, the lease deed shall be executed between you and the Corporation for a period of 90 years or the residual lease period whichever is less from the date of

handing over of possession. All costs / charges/ expenses relating to the execution & registration of such agreement to lease shall be borne by you. The agreement to lease of the property will be executed only after payment of full cost of the property and compliance of other formalities.

19. Penalty will be imposed for delayed implementation of the project beyond moratorium period.
20. (a) You shall have to start construction only after obtaining due approval of construction plans from the competent authority. Such constructions should be made strictly as per the approved plan.
(b) You shall obtain all necessary clearance from competent authorities as would be required for construction & installation of the plant & machineries at your cost.
21. You shall have to start civil construction on the allotted property within six months from the date of possession and start commercial activities within three years from the date of taking over possession otherwise the same shall be reverted back to IDCO free from all encumbrances.
22. (a) You shall not transfer your right / title / interest in the allotted property either in part or in full, without prior written approval of IDCO. IDCO reserves the right to deny or grant such approval in writing.
(b) You shall not re-constitute or change the constitution of the firm /concern/ company/ Trust or, effect induction/ retirement of Promoter(s) / Partner(s)/ Director(s)/ Trustee leading to the material change/ liquidation in the shareholding Partner/ ownership of the firm/ concern/ company/ Trust without prior written permission of IDCO. IDCO reserves the right to deny or grant of such permission.
23. You shall have to maintain 10%, or an area as required under any statutory directive/ or obligation/ norms as prescribed by the competent authorities whichever is higher of your allotted land for developing green belt. The development of plantation shall be taken up by you at your own cost.
24. You shall have to keep sufficient space for parking of related vehicles within the allotted premises. No outside parking shall be allowed.
25. You shall abide by the provisions of OIIDC Act, 1980 and rules / regulations made there under, including the decision of the Board from time to time. You shall also have to abide by all the terms and conditions enumerated in the lease deed executed between the Collector and IDCO and the decisions of Govt. of Odisha / High Level Land Allotment committee.
26. In the event of breach of any term of allotment stipulated above along with the terms and conditions of lease executed with IDCO, allotment in question shall be cancelled and the Agreement/Deeds executed if any with you shall also be cancelled. You shall handover possession of the allotted land within 15 days from the date of cancellation failing which you shall be evicted from the demised property under the provisions of OPP (EUO) Act, 1972.
27. You shall have to enter into Water Supply agreement with IDCO for availing water facilities.
28. You shall have to furnish the following documents with the Divisional Head, IDCO, Rourkela Division before execution of agreement to lease /taking over possession of the allotted land.
 - a) Resolution of the unit accepting the terms and conditions of this offer and authorization of the Company authorizing one of the Partner(s)/Director(s) for execution of agreement to lease with IDCO.
 - b) Detailed land use plan and building plan of the proposed project duly drawn in scale as per the norms fixed by the concerned approving authority for approval of construction plan.
 - c) Copy of the Registration Certificate issued by the competent authority.
 - d) Affidavit regarding present and permanent address of the Partner(s)/Director(s).
 - e) Any other documents required by Cuttack Division.

If the above terms and conditions of this allotment are acceptable to you, please communicate in writing your acceptance thereof to the Divisional Head, IDCO, Cuttack Division and complete the requirements stipulated here in before within 30 (thirty) days from the date of issue of this letter, failing which the allotment offer will automatically stand withdrawn..

Yours faithfully,

Encl:As above

Chief General Manager (MSME)

Contd

4)

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Sri Kushadhar Mahanta
Chief General Manager (MSME)

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SECURE & SMART CORPORATION

ODISHA
NEW OPPORTUNITIES

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Memo No. 10375 / Dated

24-06-2021

Copy submitted to the Director of Industries, Odisha, Cuttack/ Collector, Rourkela for favour of information.

Copy to the General Manager, RIC, Rourkela / Tahasildar, Rourkela/ Divisional Head, Electrical Division, IDCO/ Divisional Head, WS & EC, IDCO, Bhubaneswar for information & necessary action.

Copy along with copy of land plan forwarded to the Divisional Head, IDCO, Rourkela Division/Expert PMU, IDCO, Bhubaneswar for information & necessary action with report compliance

Copy along with copy of land plan forwarded to the Officer-in-Charge, GOPLUS, IDCO, Design Cell, BBSR / D.E.O., Go plus, MSME Cell, BBSR for information and necessary action.

K. Mahanta
24/06/21

Chief General Manager (MSME)

Sri Kushadhar Mahanta
Chief General Manager (MSME)



ODISHA
NEW OPPORTUNITIES

NO: HO/MSME/A-9357/01-21
To

11095

Dated:

07.07.2021

M/s Mankash Enterprises,
Prop - Manju Pareek,
At - 3C, 2nd Floor, Sahej Success, Near New Court
Rourkela - 769012, Dist - Sundargarh
Email: mankashenterprises17@gmail.com

Sub - Provisional allotment of IDCO Plot No 82/1 measuring Ac. 1.050 at IE, Kalunga in your favour on out right Payment basis for Establishment of a Fabrication & Agricultural Equipments Mfg. Unit.

Sir,

In consideration to the approval by the LAC on 08.03.2021 and subsequent approval of CMD and in compliance to this office Letter No. 9740 dtd. 11.06.2021, the management has been pleased to allot IDCO Plot No. 82/1 measuring Ac. 1.050 (hereinafter referred as demised property) at IE Kalunga, Dist: Sundargarh more fully described in the schedule and delineated in the plan annexed hereto in your favour on the following terms and conditions:

1. The land is allotted provisionally on license/lease hold basis up to 90 (Ninety) years or the residual lease period whichever is less from the date of handing over possession for **Establishment of a Fabrication & Agricultural Equipments Mfg. Unit.** The land shall not be utilized for any other than the purpose for which it is allotted.

LAND SCHEDULE

District :	Sundargarh	P.S	Brahmannitarang
Tahasil :	Lathikata	Rev. Village :	Kalokudar
IDCO Plot No & Incl. Estate	82/1, IE, Kalunga	Rev. Plot No :	88(P)
Area (in Acres)	Ac.1.050	Rev. Khata No.	40
Bounded by			
East	As per sketch	West	As per sketch
North	As per sketch	South	As per sketch

2. The cost of land is Rs. 69,30,000/- (Rupees Sixty Nine Lakh Thirty Thousand) only. We acknowledge that you have deposited the above amount with IDCO vide MR No. 102 dt. 18.06.2021.

Further, it is to be noted that the land cost mentioned above is provisional one which may be revised on receipt of instruction of Government and you will have to pay the differential land cost as and when the land cost is revised by the Government with respect to the Incl. Estate / Area within a month from the date of issue of the demand. Accordingly, you will have to furnish an undertaking on non-judicial stamp paper worth of Rs.21/- to this effect.

3. The cost of the Project is 194.97 Lakhs and the Employment is 24.

4. You shall have to pay the following charges to IDCO in respect of the allotted property during the lease period.

Annual Rent	...	Rs. 1,21,275.00
Annual I.M.C	...	Rs. 13,032.00

5. GST as applicable shall be levied on the above charges. We acknowledge receipt of annual rent and annual IMC along with GST @ 18% for the year 2021-22 vide Money Receipt No. 102 dt. 18.06.2021.

The annual rent will vary from year to year depending on the demand raised and be levied from the date of allotment. These charges for the current year are payable before taking over possession of property. The Annual Rent amount mentioned above is provisional one which will be revised on receipt of instruction of Government and you will have to pay the differential Annual Rent as and when the same will be revised by the Government with respect to the Incl. Estate / Area within a month from the date of issue of the demand.

Odisha Industrial Infrastructure Development Corporation
(A Government of Odisha Undertaking)
IDCO, IDCO Towers, Janpath, Bhubaneswar - 751022, Odisha, INDIA
+91- 0674 - 2542248, 2540820 | Fax: 2542856 / 2540749
e-mail: cgmsme@idco.in, Web: www.idco.in

Contd

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5. Accordingly you will have to furnish an undertaking on non-judicial stamp paper worth of Rs.21/-to this effect.
- (a) You shall have to pay Annual Infrastructure Maintenance Charges (IMC) for the maintenance of the common services and facilities envisaged for the I.E Kalunga. IMC is payable from the date of possession of the property.
- (b) You have to deposit IMC for the current year, amounting to Rs. 13,032.00 (Thirteen Thousand Thirty Two) only @ Rs.12,411.00 per acre/ per annum before taking over physical possession of the property. The IMC from the subsequent year onwards shall increase @ 5% per year over the previous year till the base rate is revised by any subsequent order of the competent authority of IDCO.
6. You shall have to pay GST as applicable from time to time on annual rent and I.M.C.
7. You shall have to deposit Rs. 6,000/- (Rupees Six Thousand) only towards non-refundable processing fee along with applicable GST @ 18%. If you have already deposited the same, then you are required to submit the Money Receipt for the same at our Rourkela Division Office on or before 31.07.2021.
8. All the payments pertaining to this allotment, if any, shall be made through on-line.
9. The cost of property mentioned above has been calculated based on the premium cost of Govt. land as per prevailing Industrial Policy Resolution, the compensation fixed by the Revenue Authorities for acquisition of private land and other relevant parameters. In the event of any increase in land cost/ amount of compensation fixed by the Govt. / any Civil Court /any other Court under the Land Acquisition Act, 1894, or otherwise, you will be liable to pay us proportionate enhanced cost on demand within a month.
10. The cost mentioned in the allotment letter, though normally valid till the validity of allotment, is liable for revision by IDCO / competent authority at any time without prior notice.
11. All dues payable to IDCO pertaining to this allotment shall carry interest @ 12% per annum on default. In addition, penal interest @ 2% per annum shall be charged on the defaulted amount for the period of default. The rate of interest and penal interest may be revised from time to time by IDCO at its discretion.
12. You shall have to obtain all required clearance/ permission/ license from competent authority (ies) including NOC from Orissa State Pollution Control Board (OSPCB) and furnish the copies thereof to IDCO within a maximum period of six months from the date of taking over possession of the property at your cost.
13. (a) You shall have to abide by all Forest applicable environment related laws/rules and regulations, which exist and which may be formulated by the competent authority from time to time.
- (b) The liquid effluent discharged from the unit must conform to the OSPCB prescribed norms before the same meets the drain provided / to be provided in the concerned Industrial Estate/ Area.
14. IDCO reserves the rights to change the size / alignment / location of the allotted plot as per ground conditions at any time before handing over possession of the same.
15. You shall occupy the property as per the dimensions/area mentioned in the possession report. Occupation, if any beyond the area handed over, shall attract cancellation of allotment.
16. The nature and extent of development facilities provided/ to be provided in the Industrial Estate/Area shall remain limited to the schematic provision made by IDCO in the development scheme of the concerned Industrial Estate / Area. In case it is required to provide facilities beyond what envisaged in the scheme, additional development cost shall be realized for the same and you will be liable to pay the pro-rata cost on demand.
17. The land is allotted in the Industrial Estate/Area on "as is where is basis", and no further demand for site filling, shifting of overhead/ underground electric/ water/sewerage lines or any development etc. shall be entertained by IDCO.
18. You shall have to enter into an agreement to lease with the Corporation for land utilization for the project within the moratorium period i.e. three years from the date of handing over possession of the land. The Corporation shall allow you for construction & utilization of the project within the moratorium period and shall consider executing the lease deed with you only after utilization of the land for the project. After utilization of land, the lease deed shall be executed between you and the Corporation for a period of 90 years or the residual lease period whichever is less from the date of

Sri Kushadhar Mahanta
Chief General Manager (MSME)

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SO 4021 & 14021 Corporation

ODISHA
NEW OPPORTUNITIES

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handing over of possession. All costs / charges/ expenses relating to the execution & registration of such agreement to lease shall be borne by you. The agreement to lease of the property will be executed only after payment of full cost of the property and compliance of other formalities.

19. Penalty will be imposed for delayed implementation of the project beyond moratorium period.
20. (a) You shall have to start construction only after obtaining due approval of construction plans from the competent authority. Such constructions should be made strictly as per the approved plan.
(b) You shall obtain all necessary clearance from competent authorities as would be required for construction & installation of the plant & machineries at your cost.
21. You shall have to start civil construction on the allotted property within six months from the date of possession and start commercial activities within three years from the date of taking over possession otherwise the same shall be reverted back to IDCO free from all encumbrances.
22. (a) You shall not transfer your right / title / interest in the allotted property either in part or in full, without prior written approval of IDCO. IDCO reserves the right to deny or grant such approval in writing.
(b) You shall not re-constitute or change the constitution of the firm /concern/ company/ Trust or, effect induction/ retirement of Promoter(s) / Partner(s)/ Director(s)/ Trustee leading to the material change/ liquidation in the shareholding Partner/ ownership of the firm/ concern/ company/ Trust without prior written permission of IDCO. IDCO reserves the right to deny or grant of such permission.
23. You shall have to maintain 10%, or an area as required under any statutory directive/ or obligation/ norms as prescribed by the competent authorities whichever is higher of your allotted land for developing green belt. The development of plantation shall be taken up by you at your own cost.
24. You shall have to keep sufficient space for parking of related vehicles within the allotted premises. No outside parking shall be allowed.
25. You shall abide by the provisions of OIIDC Act, 1980 and rules / regulations made there under, including the decision of the Board from time to time. You shall also have to abide by all the terms and conditions enumerated in the lease deed executed between the Collector and IDCO and the decisions of Govt. of Odisha / High Level Land Allotment committee.
26. In the event of breach of any term of allotment stipulated above along with the terms and conditions of lease executed with IDCO, allotment in question shall be cancelled and the Agreement/Deeds executed if any with you shall also be cancelled. You shall handover possession of the allotted land within 15 days from the date of cancellation failing which you shall be evicted from the demised property under the provisions of OPP (EUO) Act, 1972.
27. You shall have to enter into Water Supply agreement with IDCO for availing water facilities.
28. You shall have to furnish the following documents with the Divisional Head, IDCO, Rourkela Division before execution of agreement to lease /taking over possession of the allotted land.
- Resolution of the unit accepting the terms and conditions of this offer and authorization of the Company authorizing one of the Partner(s)/Director(s) for execution of agreement to lease with IDCO.
 - Detailed land use plan and building plan of the proposed project duly drawn in scale as per the norms fixed by the concerned approving authority for approval of construction plan.
 - Copy of the Registration Certificate issued by the competent authority.
 - Affidavit regarding present and permanent address of the Partner(s)/Director(s).
 - Any other documents required by Rourkela Division.

If the above terms and conditions of this allotment are acceptable to you, please communicate in writing your acceptance thereof to the Divisional Head, IDCO, Rourkela Division and complete the requirements stipulated here in before within 30 (thirty) days from the date of issue of this letter, failing which the allotment offer will automatically stand withdrawn.

End:As above

Yours faithfully,

Kamrun
07/07/14
of Chief General Manager (MSME)

Contd

10%
Green
area
2x
allotment

Sri Kushadhar Mahanta
Chief General Manager (MSME)



Memo No. 11096 / Dated

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07.07.2021

Copy submitted to the Director of Industries, Odisha, Cuttack/ Collector, Rourkela for favour of information.

Copy to the General Manager, RIC, Rourkela / Tahasildar, Lathikata/ Divisional Head, Electrical Division, IDCO/ Divisional Head, WS & EC, IDCO, Bhubaneswar for information & necessary action.

Copy along with copy of land plan forwarded to the Divisional Head, IDCO, Rourkela Division/ Expert PMU, IDCO, Bhubaneswar for information & necessary action with report compliance

Copy along with copy of land plan forwarded to the Officer-in-Charge, GOPLUS, IDCO, Design Cell, BBSR / D.E.O., Go plus, MSME Cell, BBSR for information and necessary action.

K. Mahanta
07/07/21
e/c Chief General Manager (MSME)

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HANDINGOVER REPORT

Shri Nitish Parekh, Prop. M/s Mankash Enterprises has taken over vacant possession of IDCO Plot No-82/1, measuring Area of Ac. 1.05 at Village- Kalokudar, Industrial Estate Kalunga today on 05/06/2023 from Odisha Industrial Infrastructure Development Corporation as details below.

SCHEDULE OF PROPERTY

Indl. Estate:- Kalunga	Revenue Village:- Kalokudar
	Revenue Plot No: 82(P)
	Revenue Khata No-60
	IDCO Plot no-82/1
Area in Acres: 1.05	

BOUNDED BY:-
 East:- IDCO Plot-82/1
 West:- IDCO Land
 North: Road
 South:- IDCO Land

Demarcated by

Dipankar Ghoshal
JE (Civil), IDCO Rourkela

Dipankar Ghoshal
Handed over by me

Nitish Parekh
MANKASH ENTERPRISES

PROPRIETOR
Taken over by me

Prepared by

1. Witness- *Rahul Parekh*
 S/o - Lt Kailash Parekh
 Ad- opp City Super Bazar
 Main Rd Rkl- 762012

2. Witness
Nikhil Kumar Talari
 S/o S/o Shri. Kumar Talari
 Chikodan
 Rourkela
adish

DM
[Signature]
 Divisional Head
 IDCO Rourkela Division

**Divisional Head
IDCO, Rourkela Division**

RETYPED COPY OF ANNEXURE-7**HANDING OVER REPORT**

I, Shri Nitish Parekh, Prop. M/s Mankash Enterprises has taken over vacant possession of IDCO Plot NO-82/1, measuring Area of Ac.1.05 at Village-Kalokudar, Industrial Estate Kalunga today on 08/06/2023 from Odisha Industrial infrastructure Development Corporation as details below.

SCHEDULE OF REPORT

Indl. Estate- Kalunga

Revenue Village- Kalokudar

Revenue Plot No: 82 (P)

Revenue Khata No-60

IDCO Plot No- 82/1

Area in Acres: 1.05

BOUNDED BY:-

East- IDCO Plot -82/1

West- IDCO Land

North- Road

South-IDCO Land

THAT THE BELOW ATTACHED PHOTOGRAPHS SUGGESTS THAT THERE EXIST A DENSE FOREST IN THE SITE IN QUESTION ,PHOTOGRAPHS DATED 31/03/2025



THAT THE BELOW ATTACHED PHOTOGRAPHS SUGGESTS THAT THE PRIVATER ESPONDENTS ARE CONSTRUCTING BOUNDARY WALL OVER THE SITE IN QUESTION , PHOTOGRAPHS DATED 31/03/2025



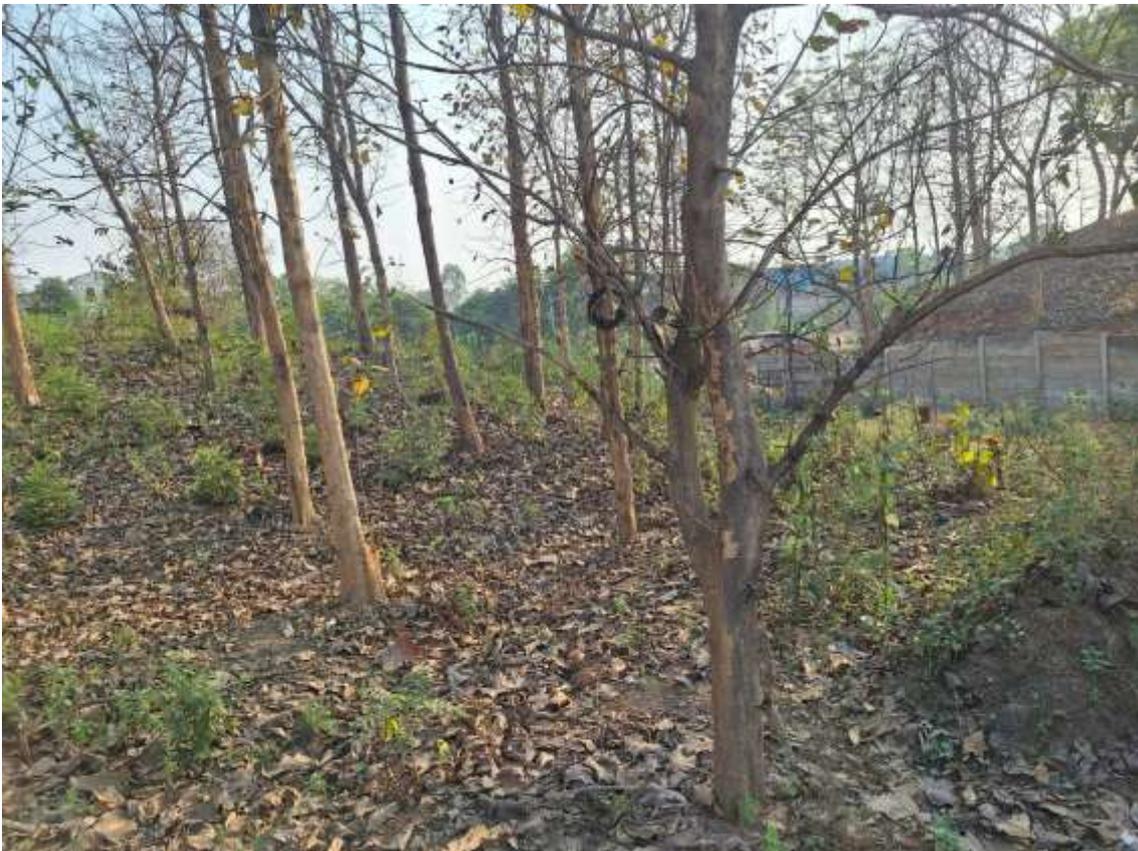
PHOTOGRAPHS DATED 31/03/2025



PHOTOGRAPHS DATED 31/03/2025



THAT THE BELOW ATTACHED PHOTOGRAPHS SUGGESTS THAT THERE EXIST A DENSE FOREST IN THE SITE IN QUESTION, PHOTOGRAPHS DATED 31/03/2025



BY FAX

**GOVERNMENT OF ORISSA
REVENUE AND DISASTER MANAGEMENT DEPARTMENT**

No.GE(GL)-S- 76/2010- *43968* / R & DM. Dtd. *24/10/2011*

From

Shri R. K. Sharma, IAS
Commissioner-cum- Secretary to Government

To

All Collectors

Sub: Government land recorded in non-forest kism with a note of "Sabik Kism Jungle" in the RoR finally published after 25.10.1980 but which was forest kism in Sabik record – application of Forest (Conservation) Act, 1980 – Clarification regarding.

Madam/Sir,

There have been doubts about the applicability of Forest (Conservation) Act, 1980 to the lands recorded as non-forest kism in RoR published after 25.10.1980 but which carry an entry of 'Sabik kism jungle' in the remarks column.

This matter has been examined in consultation with Forest & Environment Department and it is noted that section 2 of the Forest (Conservation) Act, 1980 restricts the dereservation of forests or use of forest land for non-forest purpose except with prior approval of Government of India, MoEF for such non-forest use.

Further, the Hon'ble Supreme Court, in their order Dt. 12.12.1996 passed in WP(C) No. 202/1995 have observed that

" The term 'forest land' occurring in section 2, will not only include 'forest' as understood in the dictionary sense, but also any area recorded as forest in the Government record irrespective of its ownership. This is how it has to be understood for the purpose of section 2 of the Act. The provisions enacted in the Forest Conservation Act, 1980 for the conservation of forests, and the matters connected

therewith must apply clearly to all forests so understood irrespective of the ownership or classification thereof

In consideration of this position, Government have been pleased to clarify that the provisions of Forest (Conservation) Act, 1980 would be applicable to any type of forest land including the land recorded as non-forest land in Hal records published after 25.10.1980 which was of "Jungle" kisam in its respective Sabik record as on 25.10.1980 irrespective of the fact that the said non-forest kisam land in Hal record does not find place in the District Level Committee Report which formed the basis for the affidavit filed by the State Government before the Apex Court.

You are, therefore, requested to take appropriate action in the matter accordingly.

Yours faithfully,



Commissioner-cum- Secretary to Government
Memo No. 43969 /R&D.M. dtd. 24/10/2011

Copy forwarded to Secretary, Board of Revenue, Orissa, Cuttack/ all RDCs for information and necessary action.



Commissioner-cum- Secretary to Government
Memo No. 43970 /R&D.M. dtd. 24/10/2011

Copy forwarded to Forest & Environment (Forest) Department/ CMD, IDCO for information and necessary action.



Commissioner-cum- Secretary to Government
Memo No. 43971 /R&D.M. dtd. 24/10/2011

Copy forwarded to OIC, IMU Cell/ LR&GE(A)/(B)/(C) Branch of Revenue & D.M. Department for information and necessary action.



Deputy Secretary to Government

BEFORE THE NATIONAL GREEN TRIBUNAL

Original Application No. _____ of 2025

In re:

PRADEEP KUMAR DAS AND OTHERS

APPLICANTS

Versus

STATE OF ODISHA AND OTHERS

... RESPONDENTS

KNOW ALL to whom these present shall come I, Pradeep Kumar Das, aged about 67 years, S/o Khirod Prasad Das, At/Po- B-4, Commercial Estate, Reurkela, 769004, Sundargarh, Patel Lakra, aged about- 49 years, C/o- Panu Lakra, At/Po-Kalokudar, Beldihi, Sundargarh, 770031, Ramakanta Biswal, aged about 63 years, S/o Ratnakar Biswal, At/Po- Vedvyas, Rourkela, Dist-Sundergarh, Pin- 769004, applicants in the above mentioned case, do hereby appoint (herein after called the advocate/s) to be my/our Advocate in the above noted case authorized him :-Sankar Prasad Pani, Advocates, Plot No 2132/4814 B, Nageswartangi, Bhubaneswar, 751002, Mob-no.9437279278, Email- sankarprasadpani@gmail.com Enrollment no. O-785/07 and Ashutosh Padhy, Enrollment no. O-1018/23.

To act, appear and plead in the above-noted case in this Court or in any other Court in which the same may be tried or heard and also in the appellate Court including High Court subject to payment of fees separately for each Court by me/ us. To sign, file verify and present pleadings, appeals cross objections or petitions for execution review, revision, withdrawal, compromise or other petitions or affidavits or other documents as may be deemed necessary or proper for the prosecution of the said case in all its stages. To file and take back documents to admit and/or deny the documents of opposite party.

To withdraw or compromise the said case or submit to arbitration any differences or disputes that may arise touching or in any manner relating to the said case. To take execution proceedings. The deposit, draw and receive money, cheques, cash and grant receipts thereof and to do all other acts and things which may be necessary to be done for the progress and in the course of the prosecution of the said case. To appoint and instruct any other Legal Practitioner, authorizing him to exercise the power and authority hereby conferred upon the Advocate whenever he may think it to do so and to sign the Power of Attorney on our behalf.

And I/We the undersigned do hereby agree to ratify and confirm all acts done by the Advocate or his substitute in the matter as my/our own acts, as if done by me/us to all intents and purposes.

And I/We undertake that I / we or my /our duly authorized agent would appear in the Court on all hearings and will inform the Advocates for appearance when the case is called.

And I /we undersigned do hereby agree not to hold the advocate or his substitute responsible for the result of the said case. The adjournment costs whenever ordered by the Court shall be of the Advocate, which he shall receive and retain himself.

And I /we the undersigned do hereby agree that in the event of the whole or part of the fee agreed by me/us to be paid to the Advocate remaining unpaid he shall be entitled to withdraw from the prosecution of the said case until the same is paid up. The fee settled is only for the above case and above Court. I/We hereby agree that once the fee is paid. I /we will not be entitled for the refund of the same in any case whatsoever. If the case lasts for more than three years, the advocate shall be entitled for additional fee equivalent to half of the agreed fee for every addition three years or part thereof.

IN WITNESS WHEREOF I/We do hereunto set my /our hand to these presents the contents of which have been understood by me/us on this 2nd day of April 2025.

Accepted subject to the terms of fees.

Spm
Advocate
A. Padhy

Pradeep Kumar Das

Client

Patel Lakra
Ramakanta Biswal

AUTHORISATION

We, **Patel Lakra**, aged about- 49 years, C/o- Panu Lakra, At/Po- Kalokudar, Beldihi, Sundargarh, 770031, **Ramakanta Biswal**, aged about 63 years, S/o Ratnakar Biswal, At/Po- Vedvyas, Rourkela, Dist-Sundergarh, Pin- 769004, authorize the applicant No 1, **Pradeep Kumar Das**, aged about 67 years, S/o Khirod Prasad Das, At/Po- B-4, Commercial Estate, Reurkela, 769004, Sundargarh, to swear the affidavit on behalf of us for filing the Original application.

Patel Lakra
Ramakanta Biswal

Date-02/04/2025

Pradeep Kumar Das SIGNATURE