

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL

EASTERN ZONE BENCH, KOLKATA

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

Act, 2010)

ORIGINAL APPLICATION NO. 83 OF 2025

IN THE MATTER OF:

SATAM PATNAIK

...APPLICANT

VERSUS

STATE OF ODISHA & ORS.

...RESPONDENTS

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RESPONDENTS

THROUGH:


VARUN MISHRA (PANEL COUNSEL)**WITH SHREEYA SUD****(D/722/2011) AND (D/2643/2021)**

PANEL COUNSEL FOR RESPONDENT

A-21, BASEMENT,

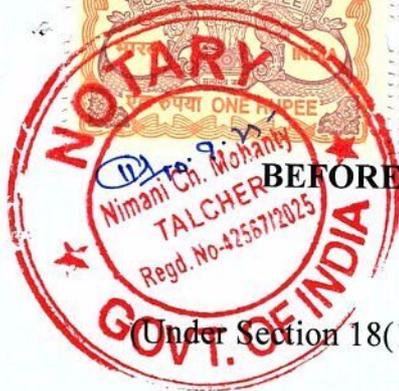
HAKIKAT RAI MARG,

JANGPURA EXTENSION,

NEW DELHI – 110014.

PLACE: NEW DELHI**DATED - 10.09.2025**

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

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

ORIGINAL APPLICATION NO. 83 OF 2025

IN THE MATTER OF:

SATAM PATNAIK

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VERSUS

STATE OF ODISHA & ORS.

...RESPONDENTS

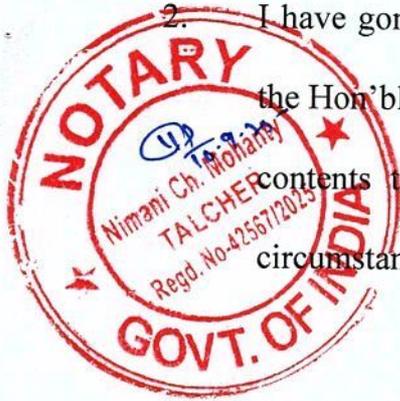
**COUNTER AFFIDAVIT ON BEHALF OF RESPONDENT NOS. 4 & 6 TO THE
ORIGINAL APPLICATION FILED BY THE PETITIONER**

MOST RESPECTFULLY SHOWETH:

I, Surendra Kumar Samal aged 58 years, S/o Late Gourhari Samal, working as the Deputy Director of Mines, Hatatota, Talcher, Government of Odisha, Steel and Mines Department, Bhubaneshwar, Khurda do hereby solemnly affirm and declare as under:

1. I am presently discharging my duties in the capacity as stated above and have been duly authorized to represent Respondents No. 4 & 6 (**“Answering Respondents”**) to affirm this Affidavit on its behalf, based on the official records available with the Department.

Surendra Kumar Samal



2. I have gone through the original application under reply (“O.A.”) filed before the Hon’ble National Green Tribunal (“NGT”) and am well conversant with the contents thereof. I am otherwise also fully acquainted with the facts and circumstances of the present case as revealed from the records.
3. Before advertng to the para-wise reply to the O.A. it is humbly submitted that all averments, contentions or statements made therein which are not specifically admitted or traversed herein shall be deemed to have been specifically denied. Any such assertions which are inconsistent with or contrary to the official records and the position of the Answering Respondents shall not be deemed to have been admitted merely for want of specific denial, and the Petitioner is put to strict proof thereof. The Answering Respondents crave leave of this Hon’ble Tribunal to file an additional counter affidavit or further the contentions in the present counter affidavit, if the circumstances so warrant.
4. The Petitioner has filed the present O.A. concerning the illegal and unauthorized mining activities carried out by Respondent No. 2, Jindal Steel & Power Limited, in the Jamunda Jungle Mines, situated in Jamunda Jungle Revenue Village, under Badakerjang Gram Panchayat, Banarpal Tehsil, Angul District, Odisha.
5. The O.A. is misconceived in law and devoid of factual merit, and as such, is not maintainable either in law or on facts. The same is liable to be dismissed *in limine* for lack of any justifiable cause of action.

Susanta Kumar Swain

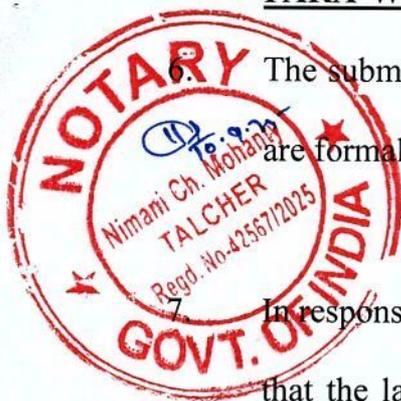
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PARA-WISE REPLY

The submissions advanced by the Applicant in paragraphs 1 and 2 of the O.A. are formal in nature and hence merit no response.

In response to the contents of paragraph 3 of the O.A. it is respectfully submitted that the land in question being Plot No. 763 under Khata No. 01, situated in Village Jamunda Jungle admeasuring 10.36 acres was vested in favor of the Industrial Infrastructure Development Corporation ("IDCO") vide Office Order No. 401/Rev. Dated 06.03.2023 issued by Respondent No. 3, the Collector & District Magistrate, Angul. A copy of the Office Order No. 401/Rev. dt. 06.03.2023 of Respondent No. 3 is annexed herewith and marked as **ANNEXURE R-1.**

8. Pursuant thereto, Respondent No. 9, the Tahasildar, Banarapal, handed over possession of the aforesaid non-forest Government land measuring 10.36 acres in Village Jamunda Jungle to IDCO on 04.09.2023. A copy of the certificate of possession dated 04.09.2023 in favour of IDCO is annexed herewith and marked as **ANNEXURE R-2.**
9. A lease deed in respect of the said demised land admeasuring 10.36 acres was executed between Respondent No. 3 and IDCO on 04.09.2024 for a term of 99 years, which was duly registered before the District Sub-Registrar, Angul, on the same date. A copy of the lease deed dated 04.09.2023 executed between



S. Suresh Kumar Saran

Respondent No. 3 and IDCO is annexed herewith and marked as **ANNEXURE**

R-3. A copy of the Certificate of Registration of the lease deed dated 04.09.2023

executed between Respondent No. 3 and IDCO is annexed herewith and marked

as **ANNEXURE R-4.**

10. Furthermore, Respondent No. 2, deposited an amount of INR 2,14,33,532/-

(Indian Rupees Two Crores Fourteen Lakhs Thirty-Three Thousand Five

Hundred Thirty-Two Only) towards the dues demanded by IDCO for acquisition

of Jamunda Jungle Stone Quarry No. 1, in terms of IDCO Letter No. 3935 dated

01.03.2021 issued to Respondent No. 2. In view of the same, the averment made

by the Applicant in paragraph 3 of the Application is not tenable. The possession

of the said land has been handed over to IDCO following due procedure. A copy

of letter no. 3935 dated 01.03.2021 issued to Respondent No. 2 by IDCO is

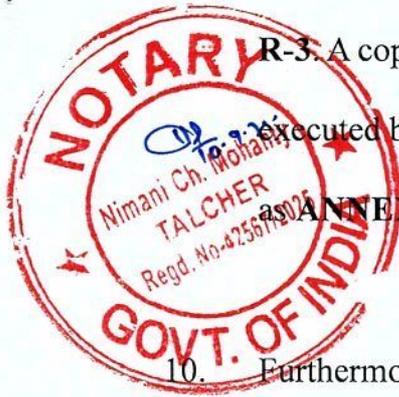
annexed herewith and marked as **ANNEXURE R-5.**

11. The contents of paragraphs 4 and 5 of the O.A. are untenable and, therefore,

denied by the Answering Respondents. It is respectfully submitted that the

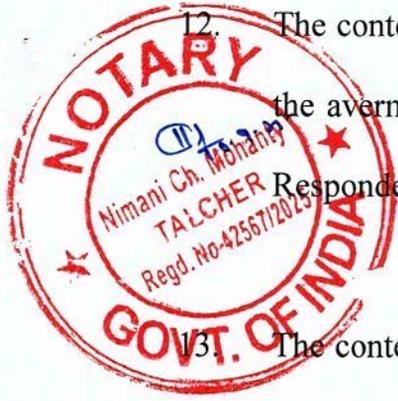
possession of the said land has been handed over to IDCO in accordance with

due procedure of law.



Sarvada Kumar Samal

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12. The contents of paragraph 6 of the O.A. merit no response. It is submitted that the averments made therein by the Applicant do not pertain to the Answering Respondents and, therefore, no comments are offered in response to the same.

13. The contents of paragraph 7 of the O.A. merit no response. It is submitted that the averments made therein by the Applicant do not relate to the Answering Respondents during the relevant period of the occurrence, hence, no comments are offered.

14. The contents of paragraphs 8 and 9 of the O.A. merit no response.

15. The contents of paragraph 10 of the O.A. are vehemently denied as being false and inaccurate as is evident from the case record annexed thereto. In response to the same, it is respectfully submitted that though a part, i.e. 4.85 acres of the said plot measuring 10.36 acres was under consideration for being leased out for a long term, the same was not carried out.

16. Respondent No. 9 issued notice for cancellation of the said advertisement *vide* order dated 17.03.2015 as Respondent No. 10, the Chief General Manager, IDCO, Bhubaneswar, filed requisition for alienation of government land from village Jamunda Jungle for establishing of industry by Respondent No. 2. A copy of the notice dated 17.03.2015 for cancellation of advertisement for long term lease of 4.85 acres out of 10.36 acres of the said land is annexed herewith and marked as **ANNEXURE R-6**.

A. S. ...

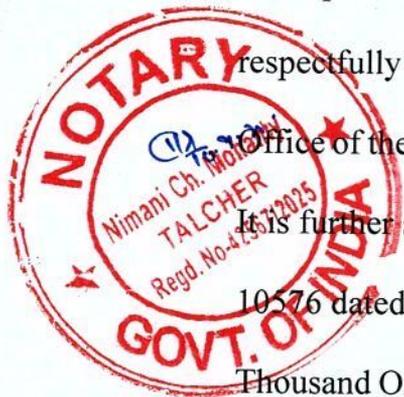
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17. In response to the Applicant's averments in paragraph 11 of the O.A., it is respectfully submitted that the allegations therein against Respondent No. 6, the Office of the Deputy Director of Mines (DDM), Talcher are false and misleading. It is further submitted that Respondent No. 6 assessed the royalty *vide* letter no. 10576 dated 07.07.2011 at INR 90,80,000/- (Indian Rupees Ninety Lakh Eighty Thousand Only). However, after a lapse of 9 years, Respondent No. 9 re-assessed the same *vide* his letter no. 7241 dated 28.09.2020 to INR 1,91,71,316/- (Indian Rupees One Crore Ninety-One Lakhs Seventy-One Thousand Three Hundred Sixteen Only) which is inclusive of revised royalty, Dead Rent, DMF & EMF. A copy of letter no. 7241 dated 28.09.2020 issued by Respondent No. 9 to Respondent No. 10 is annexed herewith and marked as **ANNEXURE R-7**. A copy of the letter dated 28.09.2020 of Respondent No. 9 is annexed herewith and marked as **ANNEXURE R-8**.

18. Subsequently, on 25.03.2021 IDCO deposited the demanded dues amounting to INR 1,91,71,316 (Indian Rupees One Crore Ninety-One Lakhs Seventy-One Thousand Three Hundred Sixteen Only) before the Respondent No. 9 under MR Nos. 0717501 & 0717502.

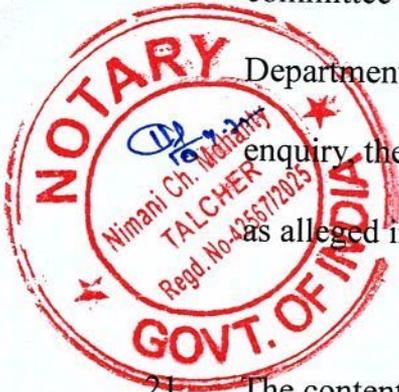
19. The contents of paragraph 12 of the O.A. merit no response.

20. In response to the averments made in paragraph 13 of the O.A. it is respectfully submitted that a scheduled joint enquiry was conducted on 10.12.2024 by a



Savitri Prasad Samal

committee comprising officials from the Mining, Revenue and Forest Departments (hereinafter referred to as the “Committee”). During the said enquiry, the Committee did not observe any fresh excavation at Jamunda Jungle as alleged in the O.A.

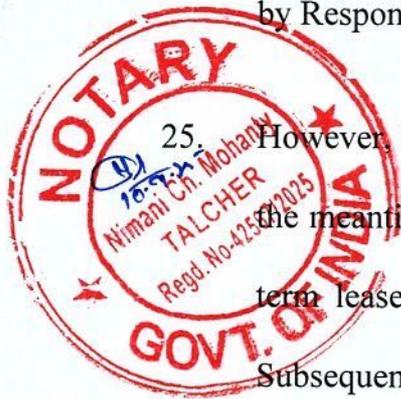


21. The contents of paragraph 14 of the O.A. merit no response.
22. The contents of paragraph 15 of the Application are denied as being incorrect. On the contrary, it is revealed from the documents submitted by Respondent No. 2 in response to the raised, that the company has deposited INR 2,14,04,255 (Indian Rupees Two Crores Fourteen Lakhs Thirty-Three Thousand Five Hundred Thirty-Two Only) with IDCO towards acquisition of Jamunda Jungle Quarry. A copy of Respondent No. 2's letter dated 23.03.2021 to IDCO is annexed herewith and marked as **ANNEXURE R-9**.
23. The contents of paragraph 16 of the O.A. merit no response.
24. The contents of paragraph 17 of the Application are denied as being misconceived, motivated and against the core principle and processes of this Hon'ble Tribunal. It is submitted that Respondent No. 9 had sent an extinction proposal in respect of plot no. 763, admeasuring 10.63 acres in village Jamunda Jungle, for leasing out the sairat source in favour of IDCO *vide* letter no. 3237 dated 12.07.2011 for utilization of the land for industrial purposes. A copy of

Saranda Revam Saman

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letter no. 3237 dated 12.07.2011 sent to the Additional District Magistrate, Angul by Respondent No. 9 is annexed herewith and marked as **ANNEXURE R-10**.

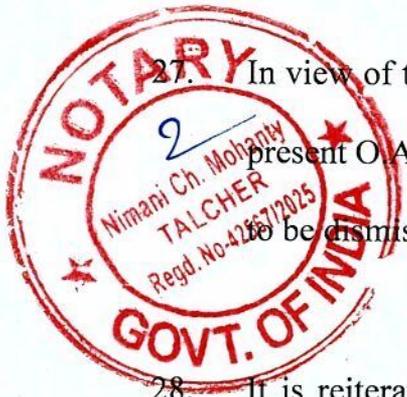


However, the IDCO authorities failed to deposit the demanded dues in time. In the meantime, in 2015-16, Respondent No. 9 published a notification for long-term lease of a portion of the said plot, i.e. 4.85 acres out of 10.36 acres. Subsequently, based on the requisition filed by Respondent No. 10 for alienation of government land from village Jamunda Jungle for establishment of industry by Respondent No. 2, Respondent No. 9 cancelled the advertisement for the said sairat source on 17.03.2015.

26. It is, therefore, evident that the said sairat source has not been leased out since 2015-16 and there has been no loss to the State Exchequer as the demanded government dues amounting to INR 1,91,71,316 (Indian Rupees One Crore Ninety-One Lakhs Seventy-One Thousand Three Hundred Sixteen Only) have been realized from IDCO. Subsequently, Respondent No. 2 paid INR 2,14,04,775 (Indian Rupees Two Crores Fourteen Lakhs Thirty-Three Thousand Five Hundred Thirty-Two Only) to IDCO. Further, the kissam of the land has been converted from Parbat to Patita for industrial use. On perusal of the records annexed to the O.A., no irregularity has been observed. A copy of the Record of Rights (ROR) is annexed herewith and marked as **ANNEXURE R-11**.

Suvendra Kumar Samal

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27. In view of the facts delineated hereinabove, it is respectfully submitted that the present O.A. is devoid of merit, lacks legal sustainability and is, therefore, liable to be dismissed.

28. It is reiterated that the facts and averments made in the O.A., which are not specifically admitted herein are hereby denied. The deponent craves leave of this Hon'ble Tribunal to file an additional affidavit, if so required, at the time of hearing or as may be directed by this Hon'ble Tribunal.



Suvendra Kumar Samal

DEPONENT

Deputy Director Mines Talcher Circle, Talcher

VERIFICATION

Verified at of, Deputy Director Mines, Talcher on this 10th day of September 2025 that the contents of the above counter affidavit are true and correct to the best of my knowledge derived from official records, no part of it is false and nothing material has been concealed therein. The Annexures to the Counter Affidavit are true copies of their respective originals.

Suvendra Kumar Samal

N.R. NO. 1873 Dt. 10.9.25

DEPONENT

AFFIDAVIT

The above named deponent having been identified by srt. N.C. Mohanty (self) Advocate Talcher solemnly affirm before me this the 10th day of Sept 2025 in the court premises that the contents of this affidavit are true and best of his/her knowledge & belief.

Deputy Director Mines Talcher Circle, Talcher

10.9.25
NOTARY TALCHER
GOVT. OF INDIA

DISTRICT OFFICE: ANGUL.
ORDER NO. 401 /Rev. Dt. 06.03.2023

In pursuance to G.O. No. 14424/R & D.M. Dt. 30.03.2012 of Govt. in R & D.M. Deptt. and in exercise of the powers conferred in G.O. No.28677/R. dt.27.08.81 of the Government in Revenue Department, sanction of lease of Government land to the extent of **Ac.10.36** as per schedule detailed below in Village- **Jamunda Jungle** under **Banarpal** Tahasil is accorded in favour of Chief General Manager (Land), IDCO, Bhubaneswar for establishment of industries subject to the terms & conditions and payment of premium, ground rent and cess as mentioned below in addition to the terms and conditions prescribed in the lease deed issued in Revenue Department letter No.49639/R dt.09.09.81 and No.26678/R&DM Dt.9.7.2013.

1. The lessee shall have only the surface right over the land.
2. The demised land will be utilized for the purpose for which it is alienated and not diverted/transferred in favour of any individual or others for any purpose other than which it is leased out.
3. The land or any portion thereof shall revert to Government in Revenue Department free from all encumbrances and without payment of any cost thereof in case the same is not utilized for the purpose for which it is leased out.
4. The lessee shall get the lease deed executed and registered at its own cost within six months from the date of this order failing which the sanction order will cease to operate.
5. The lessee shall mark the boundaries of the demised land and the keep the same free from encroachments.
6. The **Premium** for **Ac.10.36** of the demised land for an amount of **Rs.62,16,000/-** (Rupees Sixty Two Lakh Sixteen Thousand) only @ Rs.6,00,000/- per acre as prescribed in the Industrial Policy Resolution, 2015 of Government issued in the Industries Department Resolution No.26115/I dt.03.12.2001, No.17462/I Dt.18.09.2003 and No.2020/I dt.28.1.2003 Revenue Department circular letter No. GE (GL)-S-52/03-38528/R. dt.5.8.2003 will be paid by the lessee i.e., OIIDCO. Since the demised land is being sanctioned as per the IPR - 2015 resolution of Industries Department, the said Deptt. is required to ensure proper enforcement of the conditions of MOU as applicable.
7. The **Annual Ground Rent** for **Ac.10.36** for an amount of **Rs.62,160/-** (Rupees Sixty Two thousand One Hundred Sixty) only @ 1% of the IPR rate of the land i.e., Rs.6,00,000/- (Rupees Six lakh) only per acre and **Cess of Rs.46,620/-** (Rupees Forty Six thousand Six hundred Twenty) only @ 0.75% of the IPR rate as provided in the Industrial policy of Govt. issued by Industries Department and the Government in R & D.M. Department stated above will be paid by the lessee from the date from which the sanction is accorded in its favour till the land or any portion and/ or structures, if any, constructed thereof by transferred/allotted/ given on hire in favour any intending Industrial Entrepreneur, utilized by the lessee itself for which the land is/are taken. From the date of transfer/allotment on hire of the demised land or any portion thereof and/or building/shed, if any constructed thereof in favour of any Industrial Entrepreneur or utilization of the or any portion thereof by the lessee for the purpose for which it is alienated the annual ground rent will be realized @ 1% of the and cess will be realized @ 0.75% of the IPR value of the land and subject to enhancement from time to time.
8. The lessee will intimate to concerned Tahasildar and the undersigned the date of transfer/allotment/giving on hire of the demise land or any portion thereof and/or buildings/shed constructed there on or utilization of the land and/or buildings/sheds constructed there on by itself for the purpose for which it is leased out for charging of the rent at the enhanced rate as stated above.

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9. The lessee shall make payment of the cost of the tree growth in accordance with the provisions laid down in the Forest Fisheries and A.H. Department Notification No.30957 dated 14-11-77 and **Rs. NIL** towards the cost of structures etc. (As there are no standing buildings on the proposed land) standing/laying there on before execution of the lease deed.
 10. Tahasildar, **Banarpal** will verify tree growth, if any existing for the purpose before execution of the lease deed and take action accordingly.
 11. Infringement of any of these condition and the terms and conditions provided in the lease deed will amount to violation of the terms and conditions of the lease and there upon the demised land shall revert back to Government in Revenue Department free from all encumbrances and without payment of any compensation either for the land or for the structures erected there on and for the improvement which might have been made to it.
 12. The lessee shall make payment of **Rs.6,21,600/-** (Rupees Six Lakh Twenty One thousand Six Hundred) only towards incidental charges for Ac.**10.36** (establishment cost) @ 10% of the premium as per OGLS (Amendment) Rules, 2013 vide Revenue & D.M. Deptt. Notification No.46106 Dt.4.12.2013.
 13. If the demised land comes under the notification of C.B.A. (A&D) Act in future, the Lessee shall obtain necessary permission from Govt. of India Ministry of Coal for right of way in respect of the said demised land.
 14. The lessee i.e., OIIDCO shall pay all the Govt. dues if any detected later on as per Govt. provisions.
 15. The order will stand automatically cancelled, if any of the terms and conditions is violated.

LAND SCHEDULE

Village	Khata No.	Plot No.	Kisam	Area (In Ac.)
Jamunda Jungle	02/02 (AJA)	763	Patita	10.36
TOTAL				10.36

Memo No. 402 /Rev. Dt. 06.03.2023

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Collector, Angul

Copy along with the Lease Case No.59/2006 along with 251/2009-10 & RMC No. 18/2021 returned to the Tahasildar, Banarpal for information and necessary follow up action.

Memo No. 403 /Rev. Dt. 06.03.2023

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Collector, Angul

Copy forwarded to the Sub-Collector, Angul for information and necessary action.

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Collector, Angul

**CERTIFICATE FOR POSSESSION OF LAND MADE OVER TO IDCO ON WHOM
BEHALF IT HAS BEEN SANCTIONED.**

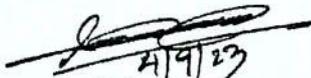
Certified that we have this day, i.e. on 4th day of September '2023 handed over & taken over the possession of the non-forest Government land measuring **Ac.10.36** in village **Jamunda Jungle** under **Banarpal Tahasil** of **Angul District**, which has been sanctioned vide No.401/Rev. Dt.06.03.2023 in favour of IDCO, Bhubaneswar for the purpose of establishment of industries & vide Registered Deed No.10012304285 Dt.04.09.2023 of District Sub-Registrar, Angul and more fully described in the schedule below to **Sri Manoj Kumar Majhi, OAS-A(JB), Additional Land Officer, IDCO, Angul Division** who has been authorized to take over the same on behalf of IDCO.

SCHEDULE OF LAND

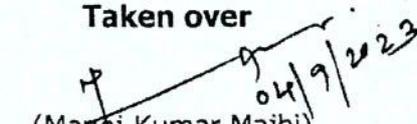
Name of the Village : Jamunda Jungle
Name of the Police Station : Jarapada-59
Name of the Tahasil : Banarpal
Name of the District : Angul

SL No.	Khata No.	Plot No.	Area in Ac.	Kissam
1	2/2(AJA)	763	10.36	Patita
		TOTAL	10.36	

Handed over


4/9/23
Tahasildar,
Banarpal

Taken over


04/9/2023
(Manoj Kumar Majhi)
Additional Land Officer,
IDCO, Angul Division

12304347

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Fee Paid

AGS) = 100/-

UIC = 250/-

TOTAL = 350/-

In pursuance of Order No.11142/RDM Dt.24.03.2023 of Revenue & Disaster Management Department, I recommend for full exemption of stamp duty under IPR-2022 vide Resolution No.12300/Dt.30.11.2022.

Managing Director,
IDCO, Bhubaneswar



Kanan Mahphi
04/9/2023

Addl. Land Officer
IDCO, Angul Division

Signature of Addl. Land Officer

DUPLICATE

REGISTERING OFFICER
ANGUL

DEED OF AGREEMENT UNDER SECTION 32 OF THE ODISHA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION ACT, 1980

THIS DEED made on this 4th day of September, 2023 (Two thousand Twenty-three) BETWEEN THE **GOVERNOR OF ODISHA** represented by the **Collector, Angul** (hereinafter referred to as "The State Government" which expression shall, unless excluded or repugnant to the context include, its successors, assignees and representatives) of the **ONE PART.**

AND

sl.

Collector. Angul.

Kanan Kumar Mahphi
Addl. Land Officer
IDCO, Angul Division

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THE ODISHA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION established under the Odisha Industrial Infrastructure Development Corporation Act, 1980 (Odisha Act, 1 of 1981) and having its office at IDCO TOWERS, Janpath, Sahidnagar, Bhubaneswar - 751022 represented by its authorized representative **Sri Manoj Kumar Majhi, OAS-A(JB), aged about 52 years, working as Additional Land Officer, IDCO, Angul Division** (hereinafter called "The Corporation" which expression shall, unless excluded or repugnant to the context, includes its successors, assignees and representatives) of the **OTHER PART**.

WITNESSETH as follows:-

(1) The Corporation has been established as a statutory Corporation having as one of its principal objects, rapid industrialization of the State of Odisha and the State Government have decided to place the Government land at the disposal of the Corporation for setting up industries, industrial areas and industrial estates and for development of all types of industries providing facilities connected with industrialization of the State.

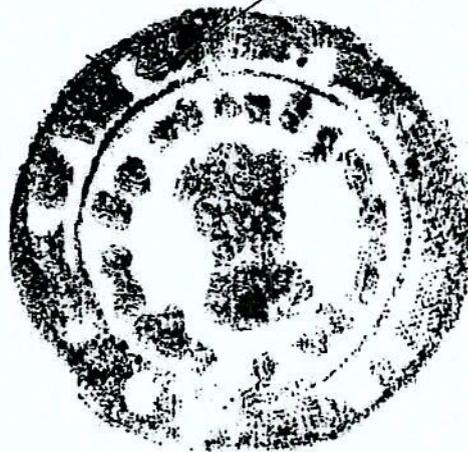
(2) (i) In pursuance of the sanction contained in the Order No.401/Rev., Dtd.06.03.2023 of **Collector, Angul** and in consideration of the premium & rent hereinafter reserved and of the covenants on the part of the Corporation hereinafter contained, the State Government hereby demises to the Corporation all the Government land measuring **Ac.10.36** in village **Jamunda Jungle** and more particularly described in the Schedule hereunder written (hereinafter referred to as "the demised land").

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Collector. Angul.

Manoj Kumar Majhi
Addl. Land Officer
IDCO, Angul Division

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(ii) TO HOLD the said demised land to the Corporation from 4th Sept. 2023 for the term of **NINETY-NINE YEARS** paying therefor a total premium of **Rs.62,16,000/- (Rupees Sixty-two lakh sixteen thousand) only** being at the rate of **Rs.6,00,000/-** per acre in respect of **Ac.10.36** of land to be used for industrial purposes as shown in the Schedule of property and delineated in the map having the boundary in red but excluding the area specified as such in the Schedule.

(iii) The payment of premium amount of **Rs.62,16,000/- (Rupees Sixty-two lakh sixteen thousand) only** of the demised land and the ground rent amounting to Rs.62,160/- (Rupees Six-two thousand one hundred sixty) only at the rate of one percent of the premium and Cess of Rs.46,620/- (Rupees Forty-six thousand six hundred twenty) only @ 75% of the annual ground rent and Incidental charges of Rs.6,21,600/- (Rupees Six lakh twenty-one thousand six hundred) only for **Ac.10.36** land has already been transferred to the A/c. of **Tahasildar, Banarpal** through Cheque No.624177 Dtd.29.03.2023 and the same has been acknowledged vide **Money Receipt No.07191089, Dt.29.03.23**.

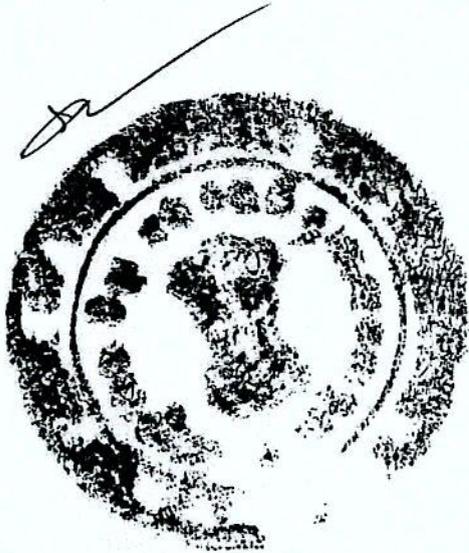
(iv) The ground rent amounting to Rs.62,160/- (Rupees Six-two thousand one hundred sixty) only being one percent of the land cost and Cess of Rs.46,620/- (Rupees Forty-six thousand six hundred twenty) only shall also be payable in advance on the second day of January each year to the **Tahasildar, Banarpal**.

(v) The State Government reserves the right to the mineral wealth including minor minerals, on, in or under the area covered by the deed and the Corporation shall have the surface right over the land.

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Collector. Angul.

Hanaf Kumar
Addl. Land Officer
IDCO, Angul Division

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(vi) The existing and customary rights of Government and the public in roads and paths and rivers, streams and channels running through or bounding the land are reserved and are in no way affected by the deed.

PROVIDED THAT the Corporation paying the rent hereby reserved and performing all the covenants herein contained, shall hold and enjoy the demised premises during the said term without any unlawful interruption by the lessor or by any person whatsoever, provided that the rent hereby reserved shall be subject to revision at each settlement to coincide with the settlement of rent on agricultural lands in the area or at such other interval as may be ordered by Government.

3. The Corporation hereby covenants with the State Government as follows namely:-

- (i) That the Corporation shall, during the term hereby granted, pay to the State Government the yearly rent hereby reserved on the days and in the manner hereinbefore specified.
- (ii) That the Corporation shall keep marked the boundaries of the demised premises and point them out when so required by the Collector or any other officer authorized by him in this behalf.
- (iii) That, subject to the rights of the Corporation under clause 4(ii) hereunder the Corporation shall, at the expiration of the term hereby granted, quietly yield up the demised land on to the State Government in the same condition as it is now in.

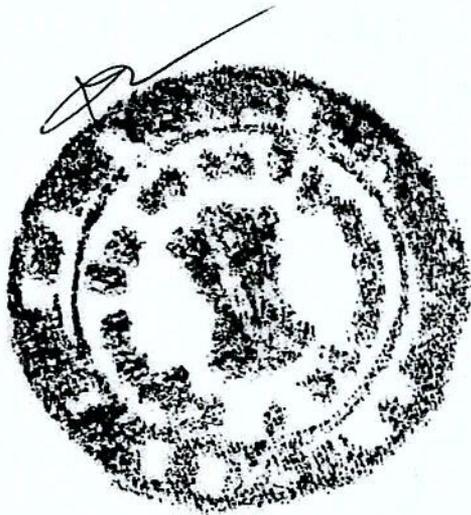
Harnof Kumar Harnof

Addl. Land Officer
IDCO, Angul

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Collector. Angul.

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4. The State Government covenants with the Corporation as follows namely:-

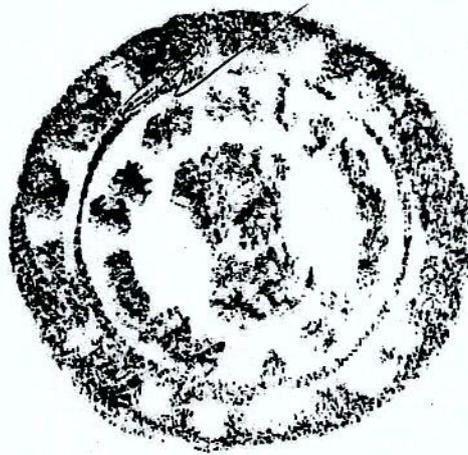
- (i) That, the Corporation paying to the State Government the rent hereby reserved and performing all the covenants and conditions herein on its part contained may peaceably hold and enjoy the demised land during the said term without any let, hindrance or interruption by the State Government or any other person claiming under or in trust for the State Government.
- (ii) That, at the expiry of the term of **ninety-nine years** hereby reserved the State Government shall, upon request by the Corporation, consider a renewal of the term for the like period and upon the same terms and conditions other than relating to rent which may be liable to change as may, at the time of such renewal, be mutually agreed upon between the State Government and the Corporation.
- (iii) That, the Corporation shall be competent to develop the demised land and provide therein infrastructure for small, medium and large industries.
 Provided that the infrastructure shall mean to include sheds, provisions of water, power, communications, sewerage, affluent discharges etc.
- (iv) That, the Corporation shall be competent for laying out the demised land into various plots besides setting apart land for the laying of roads, drains and for other common betterment schemes for the future occupants of the plots so laid out.

Manoj Kumar Mishra

Addl. Land Officer
IDCO, Angul

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Collector. Angul.

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- (v) That, the Corporation shall be competent to allot, issue license and lease the demised land in accordance with the regulations, made under the Odisha Industrial Infrastructure Development Corporation Act, 1980.
- (vi) That, the Corporation shall be competent to surrender to the State Government such part of the demised land either in whole or in part, as may be agreed upon between them.
- (vii) That, the Corporation shall be competent to mortgage the demised land in full or in part for securing loans for developing the demised land for providing therein infrastructure for small, medium and large industries.
- (viii) That, the Corporation shall be competent to accord permission to the allottee or lessee to create mortgage in accordance with the principles laid down by the State Government by a general or a special order for such purpose, as and when required by the said allottee or lessee from time to time in respect of the demised/ allotted property i.e. land, shed etc. for securing loan for implementation of the project.

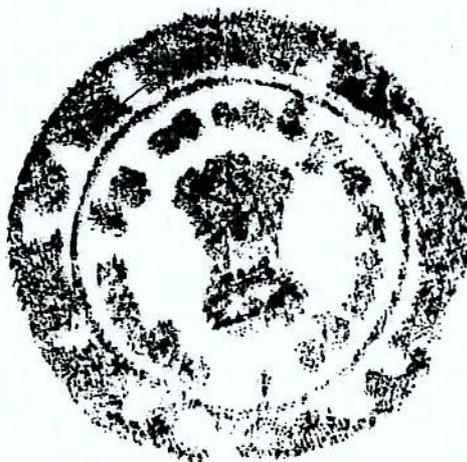
PROVIDED HOWEVER that at any point of time, the permission so issued by the Corporation shall be confined for creation of a specific mortgage by the allottee or lessee with any individual financier or consortium of financiers for the said patch of demised land and there can be no multiple mortgages with a single permission issued by the Corporation.

5. It is hereby mutually agreed by and between the parties hereto as follows:-

SL
Collector. Angul.

Manoj Kumar Mohapatra

Addl. Land Officer
 IDCO, Angul



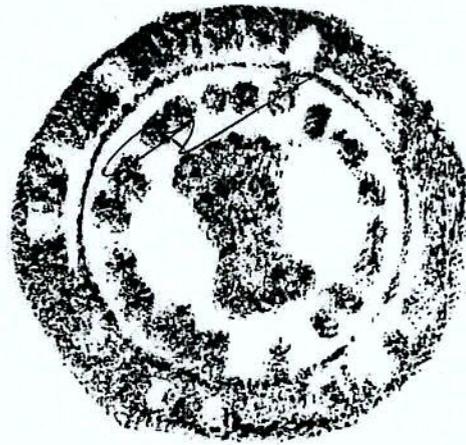
- (i) That, if the said annual rent hereby reserved or any part thereof shall, at any time, be in arrear and remains unpaid for three calendar months after the same shall have become due (whether demanded or not or if the Corporation shall go into liquidation except for the purpose of reconstruction or amalgamation), then and in any such case it shall be lawful for the State Government to re-enter into and upon the demised land or any part thereof in the name of the whole and to hold the same henceforth as if these presents had not been made, without prejudice to any right of action or remedy of the State Government in respect of any antecedent breach of any of the covenants by the Corporation hereinbefore contained.
- (ii) That upon the breach or non-observance of any of the conditions of the deed herein granted, the State Government may declare that the agreement has been determined and Collector or any officer or person appointed on that behalf by the State Government shall be entitled to re-enter and take possession of the demised land, and of the buildings and other structures erected thereon and the materials thereof, as well as the stores and stocks.

Hanaf Kurnor Paphi
 Addl. Land Officer
 DSO, Angul Division

PROVIDED THAT before such re-entry the State Government shall give to the Corporation written notice of its intention so to do and the Corporation shall have the right to remedy the breach or non-observance complained of, within three months from the date of such notice in which event the State Government shall not be entitled to re-enter and take possession.


Collector. Angul.

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PROVIDED FURTHER that in case the demised lands are so resumed the Corporation shall not be entitled to any compensation whatsoever for the demised land or the building and other structures erected thereon and the materials thereof, as well as the stores and stocks, but shall be at the liberty to enter upon the demised land and to remove all such buildings and structures and the materials thereof as well as the stores and stocks within nine months from the date of the termination of the agreement failing which the Corporation shall cease to have any right to such buildings and structures and the materials thereof, as well as the stores and stocks.

(iii) That, any demand for payment or notice required to be made or given to the Corporation shall be deemed to be sufficiently made or given if sent by the State Government through the post by registered letter to the Corporation at the Registered Office of the Corporation and that any notice required to be given to the State Government shall be deemed to be sufficiently given if sent by the Corporation through post by registered letter addressed to the State Government, Collector and that any demand or notice so sent shall be presumed to have been delivered in the usual course of the post.

(iv) That, should the demised land or any part thereof be at any time required by the State Government for any purpose declared by the State Government to be a public purpose, the State Government shall be entitled to resume the same on giving 6 (six) months' notice in writing and on the expiry of the said period may, through any officer or

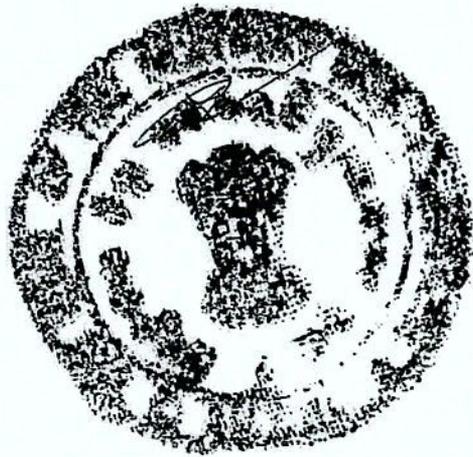
Manoj Kumar Singh

Addl. Land Officer
IDCO, Angul Division

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Collector. Angul.

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person authorized by the State Government in that behalf, re-enter and take possession of the said demised land or part thereof and all buildings and structures thereon:

PROVIDED that unless surrendered by the Corporation, except for the breach of the covenants contained herein or except when the State Government requires it for a public purpose under no other circumstances whatsoever the State Government shall be entitled to resume possession of the demised land which has been developed by the Corporation and such other demised land on which infrastructure has been provided:

PROVIDED FURTHER THAT IN THE CASE OF SUCH RE-ENTRY, the Corporation shall be entitled to compensation for building/s or other structure/s erected by it on the demised land and the amount of such compensation shall be fixed by the Collector and shall not exceed the amount (if any) paid to the State Government for this land plus the present market value of the buildings and other structures erected thereon.

PROVIDED ALSO THAT in the case of any dispute as to the amount of compensation fixed by the Collector, the Corporation shall be entitled to appeal to the Commissioner of the Division whose decision shall be final, conclusive and binding on the parties.

Manoj Kumar Pappu

Addl. Land Officer
IDCO, Angul Division

SP

Collector. Angul.

ANNEXURE R-4



Endorsement of the certificate of admissibility

Admissible under rule 25: duly stamped under the Indian stamp (Orissa Amendment act 1 of 2008) Act 1899, Schedule 1-A No. 35(b). Fees Paid : A5(c)-100 ,, User Charges-400 ,Total 500

Date: 04/09/2023

Signature of Registering officer
REGISTERING OFFICER
ANGUL

Endorsement under section 52

Presented for registration in the office of the Sub-Registrar District Sub-Registrar ANGUL between the hours of 10:00 AM and 1:30 PM on the 04/09/2023 by THE ODISHA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION REPRESENTED BY SRI MANOJ KUMAR MAJHI , son/daughter/wife of , of IDCO,ANGUL,ANGUL , by caste GENERAL , profession and finger prints affixed.



Signature of Presenter / Date: 04/09/2023

Signature of Registering officer.
REGISTERING OFFICER
ANGUL

Endorsement under section 58

Execution is admitted by :

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
GOVERNOR OF ODISHA REPRESENTED BY THE COLLECTOR ANGUL(GOVT)	Execution By GOVERNOR OF ODISHA REPRESENTED BY THE COLLECTOR ANGUL(GOVT) Who is Exempt from personal Appearance in this office U/S 88 Act XVI of 1908 approved by	Execution By GOVERNOR OF ODISHA REPRESENTED BY THE COLLECTOR ANGUL(GOVT) Who is Exempt from personal Appearance in this office U/S 88 Act XVI of 1908 approved by	Execution By GOVERNOR OF ODISHA REPRESENTED BY THE COLLECTOR ANGUL(GOVT) Who is Exempt from personal Appearance in this office U/S 88 Act XVI of 1908 approved by Signature of the Registering officer	
THE ODISHA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION REPRESENTED BY SRI MANOJ KUMAR MAJHI		 244147582		04-Sep-2023

Identified by **SANATAN SUNDARAY** Son/Wife of **JAYARAM SUNDARAY** of **IDCO,ANGUL ANGUL** by profession **Cultivation**

THE SCHEDULE OF PROPERTY ABOVE REFERRED TO

Name of the Village : Jamunda Jungle
 Name of the Police Station : Jarapada-59
 Name of the Tahasil : Banarpal
 Name of the District : Angul

SL No.	Khata No.	Plot No.	Area in Ac.	Kissam
1	02/02(AJA)	763	10.36	Patita
		TOTAL	10.36	

Rev. Sup.

IN WITNESS WHEREOF the parties hereto have put their hands and seals the day and year first above written.

In the presence of

(1)

*Asset Collector, Revenue
Collector, Angul*

Tahasildar

Banarpal

(2)

Signature of the Officer acting in the premises for and on behalf of the Governor of Odisha
(Collector, Angul)

Collector, Angul.

In the presence of

(1)

*Sanatan Suroy
Sr. Pw. Officer
IDCO, Angul*

(2)

*Kulcharam Purwar
DIA - Angul*

Manoj Kumar Mishra
Addl. Land Officer
Signature of the Person(s)
acting in the premises for and on behalf of the Corporation
(Additional Land Officer,
IDCO, Angul Division)

Prepared by

*Manojbirada Pradhan
Advocate, Angul.*

Enrollment No. - 0-88570

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
SANATAN SUNDARAY		 42966411		04-Sep-2023

Date: 04/09/2023

Endorsement of certificate of registration under section 60

Registered and true copy filed in : Office of the District Sub-Registrar, ANGUL

Book Number : 1 || Volume Number : 88

Document Number : 10012304286

For the year : 2023

Seal :

Date: 04/09/2023




 Signature of Registering officer
REGISTERING OFFICER
 ANGUL


 Signature of Registering officer
REGISTERING OFFICER
 ANGUL

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VILL. TAMUNDR JUNGLE

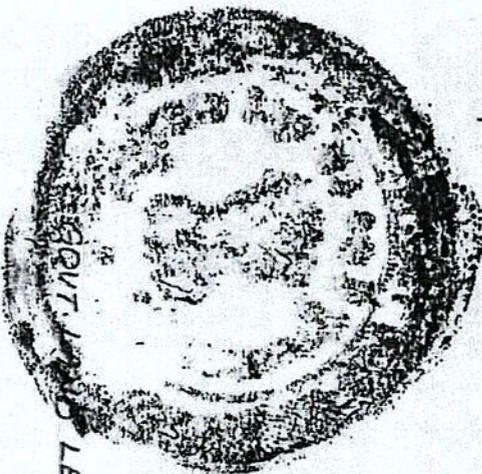
P.S. TARAPPADE

TALUK-BANARPALE

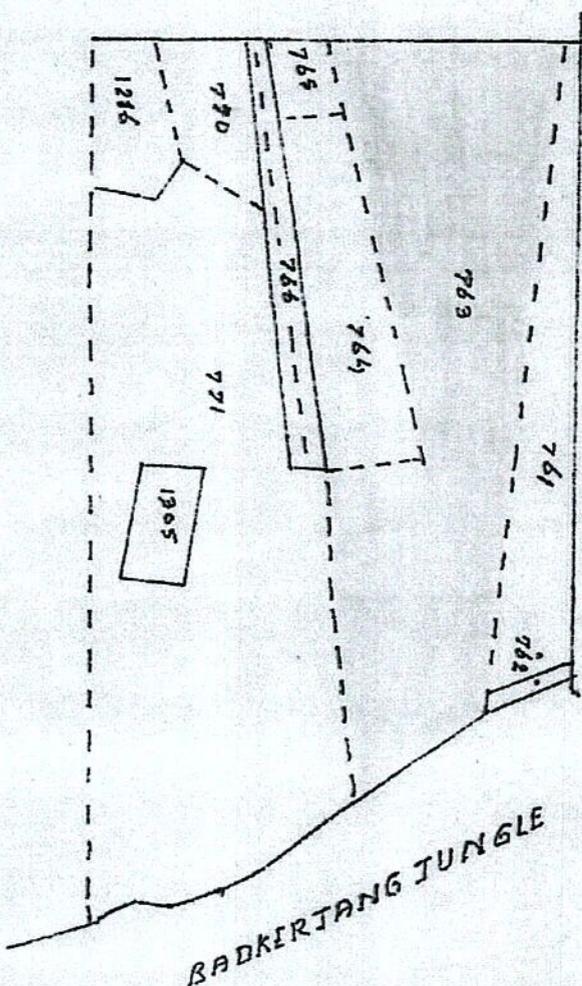
DIST-ANGUL

SCALE - 1/8" = 1 MILE

YEAR - 1952-53



LEASED OUT TO IDCO SHOWING THIS - 1 - FIELD - 360



REV. SUPERVISOR
IDCO - BSR

ADDL. LAND OFFICER
IDCO - ANGUL DIVN
Addl. Land Officer
1952, Angul Division

TAHASILDAR
BANARPALE

COLLECTOR
ANGUL
Collector, Angul.

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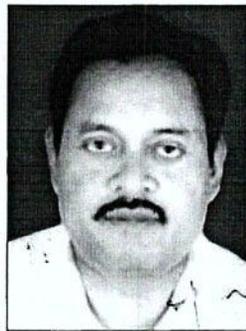
Free Party

A5(c) = 1,91,142/-

U/c = 250/-

TOTAL = 1,91,392/-

In pursuance of Order No.11142/RDM Dt.24.03.2023 of Revenue & Disaster Management Department, I recommend for full exemption of stamp duty under IPR-2022 vide Resolution No.12300/I Dt.30.11.2022.



Managing Director,
IDCO, Bhubaneswar

Kumar Mohan

Addl. Land Officer
CG, Angul Division

ORIGIN



an
REGISTERING OFFICER
ANGUL

DEED OF AGREEMENT UNDER SECTION 32 OF THE ODISHA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION ACT, 1980

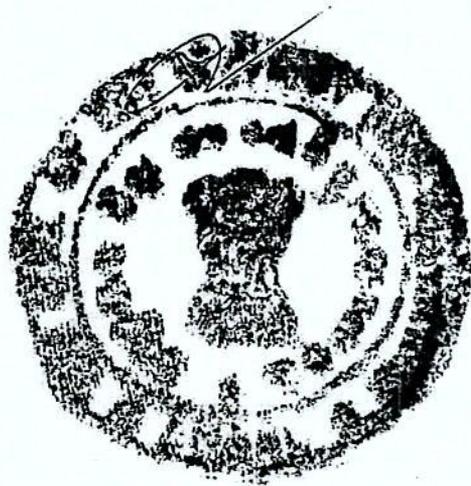
THIS DEED made on this 4th day of September, 2023
(Two thousand Twenty-three) BETWEEN THE **GOVERNOR OF ODISHA** represented by the **Collector, Angul** (hereinafter referred to as "The State Government" which expression shall, unless excluded or repugnant to the context include, its successors, assignees and representatives) of the **ONE PART.**

AND

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Collector. Angul.

Kumar Mohan
Addl. Land Officer
IDCO, Angul Division



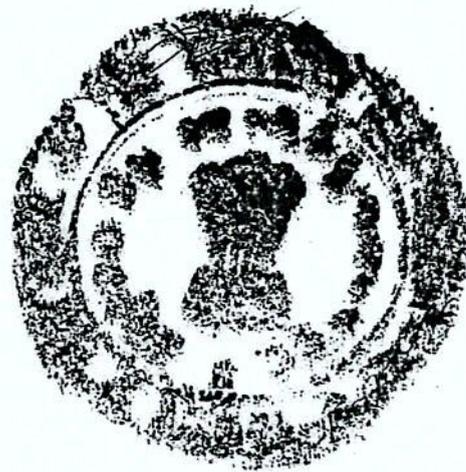
THE ODISHA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION established under the Odisha Industrial Infrastructure Development Corporation Act, 1980 (Odisha Act, 1 of 1981) and having its office at IDCO TOWERS, Janpath, Sahidnagar, Bhubaneswar - 751022 represented by its authorized representative **Sri Manoj Kumar Majhi, OAS-A(JB), aged about 48 years, working as Additional Land Officer, IDCO, Angul Division** (hereinafter called "The Corporation" which expression shall, unless excluded or repugnant to the context, includes its successors, assignees and representatives) of the **OTHER PART**.

WITNESSETH as follows:-

- (1) The Corporation has been established as a statutory Corporation having as one of its principal objects, rapid industrialization of the State of Odisha and the State Government have decided to place the Government land at the disposal of the Corporation for setting up industries, industrial areas and industrial estates and for development of all types of industries providing facilities connected with industrialization of the State.
- (2) (i) In pursuance of the sanction contained in the Order No.401/Rev., Dtd.06.03.2023 of **Collector, Angul** and in consideration of the premium & rent hereinafter reserved and of the covenants on the part of the Corporation hereinafter contained, the State Government hereby demises to the Corporation all the Government land measuring **Ac.10.36** in village **Jamunda Jungle** and more particularly described in the Schedule hereunder written (hereinafter referred to as "the demised land").

sd.
Collector. Angul.

Manoj Kumar Majhi
Addl. Land Officer
IDCO, Angul Division



(ii) TO HOLD the said demised land to the Corporation from 4th Sept. 2023 for the term of **NINETY-NINE YEARS** paying therefor a total premium of **Rs.62,16,000/- (Rupees Sixty-two lakh sixteen thousand) only** being at the rate of **Rs.6,00,000/-** per acre in respect of **Ac.10.36** of land to be used for industrial purposes as shown in the Schedule of property and delineated in the map having the boundary in red but excluding the area specified as such in the Schedule.

(iii) The payment of premium amount of **Rs.62,16,000/- (Rupees Sixty-two lakh sixteen thousand) only** of the demised land and the ground rent amounting to Rs.62,160/- (Rupees Six-two thousand one hundred sixty) only at the rate of one percent of the premium and Cess of Rs.46,620/- (Rupees Forty-six thousand six hundred twenty) only @ 75% of the annual ground rent and Incidental charges of Rs.6,21,600/- (Rupees Six lakh twenty-one thousand six hundred) only for **Ac.10.36** land has already been transferred to the A/c. of **Tahasildar, Banarpal** through Cheque No.624177 Dtd.29.03.2023 and the same has been acknowledged vide **Money Receipt No.0719089. Dt.29.03.23**

(iv) The ground rent amounting to Rs.62,160/- (Rupees Six-two thousand one hundred sixty) only being one percent of the land cost and Cess of Rs.46,620/- (Rupees Forty-six thousand six hundred twenty) only shall also be payable in advance on the second day of January each year to the **Tahasildar, Banarpal**.

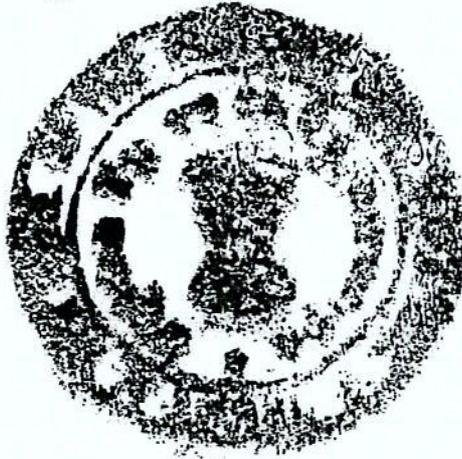
(v) The State Government reserves the right to the mineral wealth including minor minerals, on, in or under the area covered by the deed and the Corporation shall have the surface right over the land.

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Collector. Angul.

Hemant Kumar Singh

Addl. Land Officer
IDCO, Angul Division

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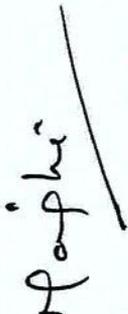


(vi) The existing and customary rights of Government and the public in roads and paths and rivers, streams and channels running through or bounding the land are reserved and are in no way affected by the deed.

PROVIDED THAT the Corporation paying the rent hereby reserved and performing all the covenants herein contained, shall hold and enjoy the demised premises during the said term without any unlawful interruption by the lessor or by any person whatsoever, provided that the rent hereby reserved shall be subject to revision at each settlement to coincide with the settlement of rent on agricultural lands in the area or at such other interval as may be ordered by Government.

3. The Corporation hereby covenants with the State Government as follows namely:-

- (i) That the Corporation shall, during the term hereby granted, pay to the State Government the yearly rent hereby reserved on the days and in the manner hereinbefore specified.
- (ii) That the Corporation shall keep marked the boundaries of the demised premises and point them out when so required by the Collector or any other officer authorized by him in this behalf.
- (iii) That, subject to the rights of the Corporation under clause 4(ii) hereunder the Corporation shall, at the expiration of the term hereby granted, quietly yield up the demised land on to the State Government in the same condition as it is now in.


 Ramraj Kumar
 Addl. Land Officer
 IDCO, Angul Division



Collector. Angul.

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4. The State Government covenants with the Corporation as follows namely:-

- (i) That, the Corporation paying to the State Government the rent hereby reserved and performing all the covenants and conditions herein on its part contained may peaceably hold and enjoy the demised land during the said term without any let, hindrance or interruption by the State Government or any other person claiming under or in trust for the State Government.
- (ii) That, at the expiry of the term of **ninety-nine years** hereby reserved the State Government shall, upon request by the Corporation, consider a renewal of the term for the like period and upon the same terms and conditions other than relating to rent which may be liable to change as may, at the time of such renewal, be mutually agreed upon between the State Government and the Corporation.
- (iii) That, the Corporation shall be competent to develop the demised land and provide therein infrastructure for small, medium and large industries.

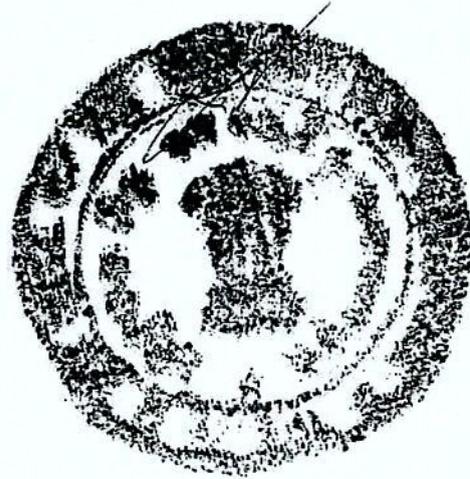
Provided that the infrastructure shall mean to include sheds, provisions of water, power, communications, sewerage, affluent discharges etc.
- (iv) That, the Corporation shall be competent for laying out the demised land into various plots besides setting apart land for the laying of roads, drains and for other common betterment schemes for the future occupants of the plots so laid out.

Ramoj Kumar Singh
 Addl. Land Officer
 IDCO, Angul Division

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Collector. Angul.

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- (v) That, the Corporation shall be competent to allot, issue license and lease the demised land in accordance with the regulations, made under the Odisha Industrial Infrastructure Development Corporation Act, 1980.
- (vi) That, the Corporation shall be competent to surrender to the State Government such part of the demised land either in whole or in part, as may be agreed upon between them.
- (vii) That, the Corporation shall be competent to mortgage the demised land in full or in part for securing loans for developing the demised land for providing therein infrastructure for small, medium and large industries.
- (viii) That, the Corporation shall be competent to accord permission to the allottee or lessee to create mortgage in accordance with the principles laid down by the State Government by a general or a special order for such purpose, as and when required by the said allottee or lessee from time to time in respect of the demised/ allotted property i.e. land, shed etc. for securing loan for implementation of the project.

PROVIDED HOWEVER that at any point of time, the permission so issued by the Corporation shall be confined for creation of a specific mortgage by the allottee or lessee with any individual financier or consortium of financiers for the said patch of demised land and there can be no multiple mortgages with a single permission issued by the Corporation.

5. It is hereby mutually agreed by and between the parties hereto as follows:-

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Collector. Angul.

Manoj Kumar Singh

Addl. Land Officer
 BCO, Angul Division



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- (i) That, if the said annual rent hereby reserved or any part thereof shall, at any time, be in arrear and remains unpaid for three calendar months after the same shall have become due (whether demanded or not or if the Corporation shall go into liquidation except for the purpose of reconstruction or amalgamation), then and in any such case it shall be lawful for the State Government to re-enter into and upon the demised land or any part thereof in the name of the whole and to hold the same henceforth as if these presents had not been made, without prejudice to any right of action or remedy of the State Government in respect of any antecedent breach of any of the covenants by the Corporation hereinbefore contained.
- (ii) That upon the breach or non-observance of any of the conditions of the deed herein granted, the State Government may declare that the agreement has been determined and Collector or any officer or person appointed on that behalf by the State Government shall be entitled to re-enter and take possession of the demised land, and of the buildings and other structures erected thereon and the materials thereof, as well as the stores and stocks.

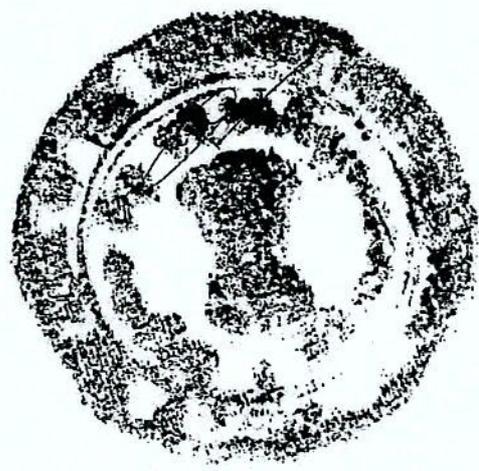
PROVIDED THAT before such re-entry the State Government shall give to the Corporation written notice of its intention so to do and the Corporation shall have the right to remedy the breach or non-observance complained of, within three months from the date of such notice in which event the State Government shall not be entitled to re-enter and take possession.

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Collector. Angul.

Manoj Kumar Singh

Addl. Land Officer
IDCO, Angul Division



PROVIDED FURTHER that in case the demised lands are so resumed the Corporation shall not be entitled to any compensation whatsoever for the demised land or the building and other structures erected thereon and the materials thereof, as well as the stores and stocks, but shall be at the liberty to enter upon the demised land and to remove all such buildings and structures and the materials thereof as well as the stores and stocks within nine months from the date of the termination of the agreement failing which the Corporation shall cease to have any right to such buildings and structures and the materials thereof, as well as the stores and stocks.

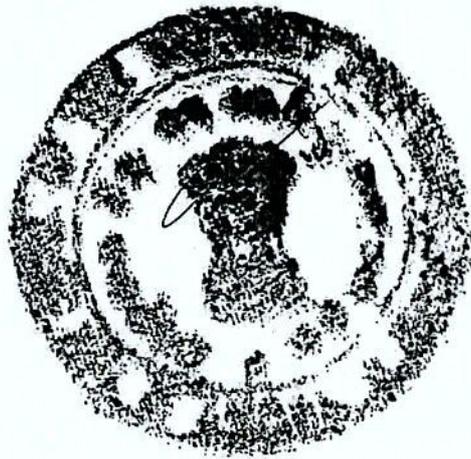
- (iii) That, any demand for payment or notice required to be made or given to the Corporation shall be deemed to be sufficiently made or given if sent by the State Government through the post by registered letter to the Corporation at the Registered Office of the Corporation and that any notice required to be given to the State Government shall be deemed to be sufficiently given if sent by the Corporation through post by registered letter addressed to the State Government, Collector and that any demand or notice so sent shall be presumed to have been delivered in the usual course of the post.
- (iv) That, should the demised land or any part thereof be at any time required by the State Government for any purpose declared by the State Government to be a public purpose, the State Government shall be entitled to resume the same on giving 6 (six) months' notice in writing and on the expiry of the said period may, through any officer or

Manoj Kumar Haphi

Addl. Land Officer
IDCO, Angul Division

SL
Collector. Angul.

~~48~~



person authorized by the State Government in that behalf, re-enter and take possession of the said demised land or part thereof and all buildings and structures thereon:

PROVIDED that unless surrendered by the Corporation, except for the breach of the covenants contained herein or except when the State Government requires it for a public purpose under no other circumstances whatsoever the State Government shall be entitled to resume possession of the demised land which has been developed by the Corporation and such other demised land on which infrastructure has been provided:

PROVIDED FURTHER THAT IN THE CASE OF SUCH RE-ENTRY, the Corporation shall be entitled to compensation for building/s or other structure/s erected by it on the demised land and the amount of such compensation shall be fixed by the Collector and shall not exceed the amount (if any) paid to the State Government for this land plus the present market value of the buildings and other structures erected thereon.

PROVIDED ALSO THAT in the case of any dispute as to the amount of compensation fixed by the Collector, the Corporation shall be entitled to appeal to the Commissioner of the Division whose decision shall be final, conclusive and binding on the parties.

Manoj Kumar Singh

Addl. Land Officer
DCO, Angul

SL

Collector. Angul.



Endorsement of the certificate of admissibility

Admissible under rule 25: duly stamped under the Indian stamp (Orissa Amendment act 1 of 2008) Act 1899, Schedule 1-A No. 35(b). Fees Paid : A5(c)-191142 ,, User Charges-400 ,Total 191542

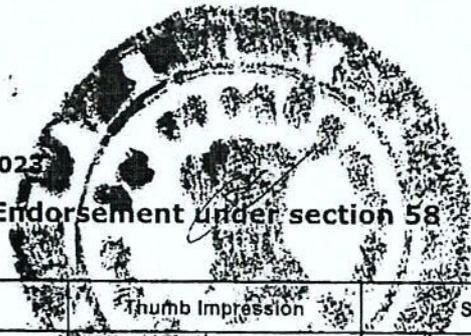
Date: 04/09/2023

[Signature]
 Signature of Registering officer
REGISTERING OFFICER
ANGUL

Endorsement under section 52

Presented for registration in the office of the Sub-Registrar District Sub-Registrar **ANGUL** between the hours of 10:00 AM and 1:30 PM on the **04/09/2023** by **THE ODISHA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION** REPRESENTED BY **SRI MANOJ KUMAR MAJHI** , son/daughter/wife of , of **IDCO,ANGUL,ANGUL** , by caste **GENERAL** , profession and finger prints affixed.

[Handwritten signature]
 04/09/23



Signature of Presenter / Date: 04/09/2023

[Signature]
 Signature of Registering officer.
REGISTERING OFFICER
ANGUL

Endorsement under section 58

Execution is admitted by :

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
GOVERNOR OF ODISHA REPRESENTED BY THE COLLECTOR ANGUL(GOVT)	Execution By GOVERNOR OF ODISHA REPRESENTED BY THE COLLECTOR ANGUL(GOVT) Who is Exempt from personal Appearance in this office U/S 88 Act XVI of 1908 approved by	Execution By GOVERNOR OF ODISHA REPRESENTED BY THE COLLECTOR ANGUL(GOVT) Who is Exempt from personal Appearance in this office U/S 88 Act XVI of 1908 approved by	Execution By GOVERNOR OF ODISHA REPRESENTED BY THE COLLECTOR ANGUL(GOVT) Who is Exempt from personal Appearance in this office U/S 88 Act XVI of 1908 approved by Signature of the Registering officer	
THE ODISHA INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION REPRESENTED BY SRI MANOJ KUMAR MAJHI		 244147582	<i>[Handwritten signature]</i> 04/09/23	04-Sep-2023

Identified by **SANATAN SUNDARAY** Son/Wife of **JAYARAM SUNDARAY** of **IDCO,ANGUL ANGUL** by profession **Cultivation**

THE SCHEDULE OF PROPERTY ABOVE REFERRED TO

Name of the Village : Jamunda Jungle
 Name of the Police Station : Jarapada-59
 Name of the Tahasil : Banarpal
 Name of the District : Angul

SL No.	Khata No.	Plot No.	Area in Ac.	Kissam
1	02/02(AJA)	763	10.36	Patita
		TOTAL	10.36	

Rev-super

IN WITNESS WHEREOF the parties hereto have put their hands and seals the day and year first above written.

In the presence of

(1)

Asst. Collector Revenue
Angul.

Tahasildar

Banarpal

(2)

Signature of the Officer acting in the premises for and on behalf of the Governor of Odisha
(Collector, Angul)

Collector. Angul.

In the presence of

(1)

Sanatan Suresh

Sec. P. of IDCO
Angul

(2) *Kalucharan Pattanai*
DIPA - Angul

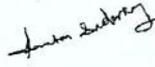
Manoj Kumar Mishra
 Addl. Land Officer
 IDCO, Angul Division
 acting in the premises for and on behalf of the Corporation
(Additional Land Officer, IDCO, Angul Division)

Prepared by:

Managabinda Pradhan
Advocate, Angul

Enrolment No. - 0-885/2012



Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
SANATAN SUNDARAY		 42966411		04-Sep-2023

Date: 04/09/2023

Endorsement of certificate of registration under section 60

Registered and true copy filed in : Office of the District Sub-Registrar, ANGUL

Book Number : 1 || Volume Number : 88

Document Number : 10012304285

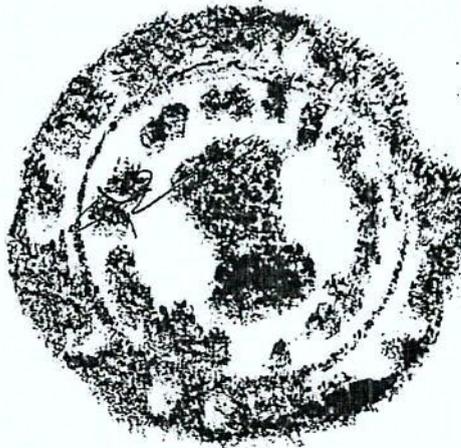
For the year : 2023

Seal :

Date: 04/09/2023


Signature of Registering officer

**REGISTERING OFFICER
ANGUL**




Signature of Registering officer

**REGISTERING OFFICER
ANGUL**

Sumitra Kumari Pattnaik, OAS-(S)
Land Officer



No.HO/P&A-LA-E- 4068/19/VOL-VI/

3935

Dated 01 March, 2021

To
M/s.Jindal Steel & Power Ltd.,
Plot No.3, Forest Park,
Bhubaneswar-751009.

Sub:- Deposit of Royalty against acquiring the Jamunda
Jungle Stone Quarry No.1.

Ref.:- Demand letter No.7241 Dtd.28.09.2020 of Tahasildar,
Banarpal.
This Office letter No.13021 Dtd.12.07.2012
This Office letter No.3664 Dtd.25.02.2021

Sir,

Please refer to the letters cited above on the captioned subject in which demand note has been issued in your favour for payment of required dues relating to extinction of sairat source in respect of village Jamunda Jungle pertaining to Khata No.1, Plot No.763 as per the details given below in consonance with the letter No.7241 Dtd.28.09.2020 of Tahasildar, Banarpal.

Royalty: 128000 Cum. @ Rs.130/- per Cum.	...	16640000
Dead Rent	...	35316
DMF (10%)	...	1664000
EMF(5%)	...	832000
Total	...	19171316
IDCO charges @ 10%	...	1917132
GST @ 18% on IDCO chg.	...	345084
Grand Total	...	2,14,33,532

In the last paragraph, the demand amount inadvertently mentioned as Rs.28,27,147/- in place of Rs.28,27,147/- which may please be read as Rs.2,14,33,532/-.

You are, therefore, requested to deposit the required amount of Rs.2,14,33,532/- (Rupees Two crore fourteen lakh thirty-three thousand five hundred thirty-two) only with IDCO towards payment of the value of minor minerals available in the source to the Tahasildar, Banarpal after deducting TCS from IDCO administrative charges.

Yours faithfully,
01/03/2021
Land Officer

Memo No 3936 Dtd. 01-03-2021

Copy to Tahasildar, Banarpal for information and necessary action with reference to this Memo No.3665 Dtd.25.02.2021.

9c
Land Officer

Orissa Industrial Infrastructure Development Corporation

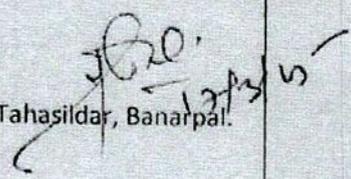
(A Government of Orissa Undertaking)

IDCO, LAND DIVISION, IDCO TOWER, JANPATH, BHUBANESWAR-751022, ORISSA, INDIA
+91- 674-2544180(O), EPBAX-2540820, FAX: +91 674 2542956/2541982,
E-mail: comland@idco.in/sushanta.mohanty@idco.in, Website: www.idco.in



ANNEXURE R-6

(See Paragraph 207(1) of Orissa Records Manual, 1964)
(CONTINUATION OF ORDERSHEET)

Sl. No & Date of Order	Order & signature of the Officer	Action taken on the orders passed.
17/3/15	<p>Case Record is taken up today. The C.G.M, IDCO, Bhubaneswar has filed requisition for alienation of Govt. land from village Jamunda Jungle towards establishment of Industry by M/s JSPL vide letter No. 17179 dt. 13.11.06 of an area of Ac. 56.86. In the said lease proposal, Khata No.1, Plot No.763 area of Ac. 10.63 kizam Parbat is still pending for sanction of lease in revenue lease case No. 59/06. Further extinction of said sairat has already been made by Govt. in R&D.M. Deptt.. The copy of order dt. 6.6.12 passed in lease case No. 59/06 is enclosed in the case record. Issue notice in Notice Board accordingly for cancellation of Advertisement made vide this office letter No. 1458 dt. 17.3.2015 for the above sairat source.</p> <p>Hence the case record is recommended to Collector, Angul through Sub-Collector, Angul for cancellation of lease approved earlier.</p> <p style="text-align: right;">Dictated.</p> <p style="text-align: right;">  Tahasildar, Banarpal. </p>	

9-13/11/15
Public Information Office
Tahasil Office,
Banarpal

58

ANNEXURE R-7

OFFICE OF THE TAHASILDAR BANARPAL

Letter No. 7241 /Touzi/Dt. 28-9-2020

To

The Chief General Manager (P&A),
OIIDC, IDCO Tower, Bhubaneswar

Sub : Deposit of Royalty against acquiring the Jamunda Jungle Stone Quarry No.1.

Ref: This office letter No.5182/Touzi dt.10.12.2019.

Sir,

With reference to the subject cited above, I am to say that, Govt. in R & DM Deptt., Odisha had been pleased to allow the extinction of the Sairat source measuring an area Ac.4.85 of Khata No.1, Plot No.763 of village Jamunda Jungle subject to "IDCO shall pay Rs.90,80,000- as assessed by DD Mines, Talcher in his letter No.10576 dt.7.7.2011 towards the value of minor mineral to the extent of 1,28,000 cum. available in the source before the Sairat source is declared extinct." You have already acquired the said land for M/s JSPL, Angul without paying the above money. In between so many years have been passed and the rate of royalty and other dues has been revised as per OMMC(Amendment rules 2016).

Hence, you are requested to deposit the following amount due against your corporation (**M/s JSPL**) with the undersigned, immediately in order to regularize the official record and avoid future audit.

Royalty : 128000cum. @ Rs.130/- per cum = Rs.1,66,40,000.00

Dead Rent : = Rs. 35316.00

DMF(10%) = Rs. 16,64,000.00

EMF(5%) = Rs. 8,32,000.00

.....
Total =Rs. 1,91,71,316.00

Yours faithfully

Pah
18/9/2020
/ Tahasildar, Banarpal

Memo No. 7242 /dt. 28-9-2020

Copy submitted to the Collector, Angul /Sub-Collector, Angul for kind information.

Pah
18/9/2020
/ Tahasildar, Banarpal

570/L ANNEXURE R-8



Date: 23.03.2021

JSPL/BHU/IDCO/21/025

To

The Chief General Manager (Land)**Odisha Industrial Infrastructure Development Corporation****IDCO Towers, Janpath****BHUBANESWAR – 751022****Subject: Deposit of Royalty against acquiring the Jamuda Jungle Stone Quarry no1.****Ref: HO/P&A-LA-E4068/19/Vol-VI/3664 Dated 25.02.2021**

Sir.

With reference to the above cited letter on the captioned subject, we have already deposited Rs 2,14,04,775/- (Rupees Two Crore Fourteen lakhs Four Thousand Seven Hundred Seventy Five only) through RTGS reference no: SBINR12021032317183970 dated 23.03.2021. After deducting TDS @ 1.5 % Rs 28,757/- from IDCO admin charges of Rs 19,17,132/-

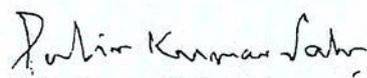
This payment is for deposit of Royalty against acquiring Jamuda Jungle Stone Quarry in respect of our leased land of Tahasil Banarpal.

The receipt of the same may kindly be acknowledged.

Thanking you

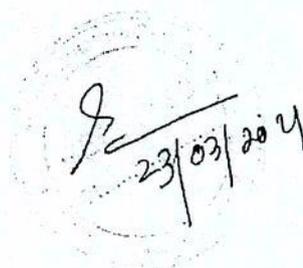
Yours sincerely

For Jindal Steel and Power Limited


Pulin Kumar Sahu

DGM (Corporate Affairs)

Encl: DD as mentioned above.



Jindal Steel & Power Ltd.

Bhubaneswar Office: Plot No. 3, Forest Park, Bhubaneswar-751009, Odisha
T 0674-2595262, 2596219, F 0674-2596119, W www.jindalsteelpower.com
Registered Office: O.P. Jindal Marg, Hisar, 125005, Haryana

CIN-L27105HR1979PLC009913



Orissa Industrial Infrastructure Development Corporation

(A Government of Orissa Undertaking)
IDCO Towers, Janpath, Bhubaneswar - 751022, Orissa, India
Phones: (0674) 2542784, 2540820, Fax: 2540749
Email: md@idcoindia.com



ISO 9001 & 14001 CORPORATION

No.HO/P&A-LA-E-4068/10/

12353

Dated 18 June, 2013

To
✓ M/s.Jindal Steel & Power Limited,
At/PO: Jindalnagar, SH-63
Chhendipada Road, Nisha,
Angul-759111.

Sub:- Extinction of Sairat source in village Jamunda Jungle under Banarpal Tahasil of Angul District for eventual leased out the Government land of Ac.10.36 dec. in favour of IDCO for Industrial Purpose.

Ref:- Memo No.14425/R&DM Dt.30.3.12 of Deputy Secretary to Govt., R&DM Department.
Letter No.3302/Rev. Dt.6.7.12 of Tahasildar, Banarpal.
This Office letter No.13021 Dt.12.07.2012
Your letter No.JSPL/AGL/L&A/401/2012 Dt.28.9.2012.

Sir,

Please refer to the letters cited above on the captioned subject wherein you were requested to deposit a sum of Rs.90,80,000/- towards the value of minor minerals available in the sairat source in respect of Ac.10.36 Government land in village Jamunda Jungle under Banarpal Tahasil.

In this connection, it may be reiterated that Government in R&DM Department vide their Memo under reference have allowed the extinction of sairat source in village Jamunda Jungle for eventual leasing out of the land in favour of IDCO for industrial purpose subject to the following conditions :

- i) IDCO shall pay Rs.90,80,000/- as assessed by D.D. Mines, Talcher in his letter No.10576 D.d.7.7.2011 towards the value of the minor miner available in the source before the sairat source is declared extinct.
- ii) After extinction of the source, the lease of the land shall be considered in favour of IDCO under the provisions of OGLS Act/Rules on payment of premium, annual ground rent and cess as assessed by the competent revenue authority.

In view of the above, it may be appreciated that it is obligatory on the part of IDCO/JSPL to pay the value of the minor minerals available in the sairat source before it is declared extinct & well before lease of the same is considered in favour of IDCO for industrial purpose.

You are, therefore, requested to deposit at the earliest a sum of **Rs.90,80,000/- (Rupees Ninety lakh eighty thousand)** only with IDCO in shape of demand draft to be drawn in favour of **Orissa Industrial Infrastructure Development Corporation**, payable at Bhubaneswar towards value of minor minerals available in the sairat source for eventual payment to the authorities concerned.

Yours faithfully,

Chief General Manager(Land)

12/6/2013

Memo No...../ Dtd

Copy forwarded to Addl. Secretary to Government, Revenue Disaster & Management Department/ Collector, Angul for kind information and necessary action.

Chief General Manager(Land)

Memo No...../ Dtd

Copy forwarded to Tahasildar, Banarpal for information and necessary action with reference to his letter No.3302 Dt.6.7.12.

Chief General Manager(Land)

~~80~~

TAHASIL OFFICE: BANARPAL.

No. 3302/Rev. Dt. 6/7/12

To

The Chief General Manager (P&A),
IDCO, Bhubaneswar.

Sub: -

Payment of Rs.90,80,000/- (Rupees Ninty Lakh Eighty thousand) onl
towards value of minor minerals as assessed by D.D. Mines, Talcher.

Ref: -

Govt. of Odisha Revenue & D.M. Deptt. Letter No.ST-02/2012-14424/R&DM
Dt.30.03.2012.

Sir,

With reference to the subject cited above, I am to say that Revenue & D.M. Deptt., Govt. of Odisha has been pleased to approve the recommendation of the undersigned for extinction of sairat source of village Jamunda Jungle for an area of Ac.10.36 pertaining to Plot No.763 classified as "Parbata" under Khata No.1 with the condition that IDCO shall pay Rs.90,80,000/- as assessed by the D.D. Mines, Talcher towards the value of the minor minerals available in the source before the sairat source is declared extinct.

You are, therefore, requested to deposit the aforesaid amount of Rs.90,80,000/- with the undersigned towards the value of the minor minerals as assessed by the D.D. Mines, Talcher, for processing of the lease case record in favour of IDCO.

Yours faithfully,

[Signature]
Tahasildar, Banarpal.

Memo No. _____ (2)/Rev. Dt.

Copy submitted to Addl. District Magistrate, Angul/Sub-Collector, Angul for
favour of information and necessary action.

Memo No. _____/Rev. Dt.

↙
Tahasildar, Banarpal.

Copy forwarded to Executive Director, M/S Jindal Steel & Power Ltd., Nisha,
Angul for information and necessary action.

↙
Tahasildar, Banarpal.

-2-

Memo No. 14425 /R&D.M. Dated 30.3.12
 Copy forwarded to Managing Director, IDCO, Bhubaneswar for information and necessary action.

Handwritten signature
 30/3/12

Deputy Secretary to Government

Memo No. 14426 /R&D.M. Dated 30.3.12
 Copy forwarded to the Collector, Angul/ Sub-Collector, Angul/ Tahasildar, Banarpal for information and necessary action.

Handwritten signature
 30/3/12

Deputy Secretary to Government

Memo No. 14427 /R&D.M. Dated 30.3.12
 5 copies to Guard file.

Handwritten signature
 30/3/12

Deputy Secretary to Government

Handwritten signature

OFFICE OF THE DEPUTY DIRECTOR MINES, TALCHER CIRCLE
TALCHER, DIST. ANGUL.

No. 10526 / Mines Dated, 2/2/11

To

The Tahasildar, Banarpal
Dist. Angul.

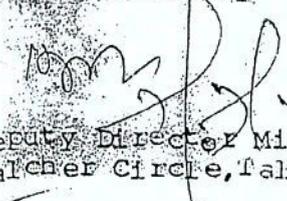
Sub:- Lease of parbat kissan Land in village-
Januda Jungle and thereof.

Ref:- This Office letter No-15566 Dt. 22.6.2009.
Sir,

With reference to the letter cited above, I am to say that the Plot No-753 over 10.36 acres having kissan of parbat was enquired in to the field by the then Mining Officer and the quantum of Minor Minerals (ordinary boulder) was assessed 1,28,000 Cum and the royalty comes to Rs.90,80,000/- (Ninty lakh Eighty thousand only) which have been communicated to you vide our letter No-15566 Dt. 22.6.2009.

Further it is clarified that there is also another Hill adjacent to the Plot No-753, ~~xxxxx~~ and the same plot No-771, Khata No-1, Kisan Chhota jungle area 12.66 Ac consists of Ordinary earth clay and comes under Forest which needs D.R.P.. So the Minor Mineral occurs in the area name ordinary earth. So the assessment of quantum of Reserve will be intimated to you soon after completion of D.R.P.

Yours faithfully


Deputy Director Mines
Talcher Circle, Tal

Memo No _____ / Mines Dated.

Copy to the Addl. District Magistrate, Angul for information.

Deputy Director Mines
Talcher Circle, Tal

6*

BY REGISTERED POST

OFFICE OF THE REVENUE DIVISIONAL COMMISSIONER,
NORTHERN DIVISION, ODISHA, SAMBALPUR.

No. XI-B-8/2011. 542 /Rev.B. Dt. 28.12.2011

From,

Shri Gangadhar Mahananda
Additional SecretaryThe Deputy Secretary to Government,
Revenue & DM Department, Odisha, Bhubaneswar.

Sub: - Leasing out of existing Sairat sources in favour of IDCO, Bhubaneswar.

Sir,

In inviting a reference to the Revenue & DM Department, Odisha, Bhubaneswar letter No-44601/R & DM dated 28.10.2011 on the above mentioned subject, I am directed to say that R.D.C. (N.D), Sambalpur has recommended the proposal of Collector, Angul to Government in R&DM Department for consideration for leasing out the existing sairat sources at plot No- 763(Ac.10.36) in village Jamundajungle under Banarpal Tahasil in favour of IDCO, Bhubaneswar.

The Case Record bearing No-251/2009-10 with the enclosures received at this level (sketch map, order sheet nine pages and correspondence eight pages) is returned herewith for necessary action at Government level.

Receipt of the Case Record alongwith the enclosures may please be acknowledged.

Yours faithfully,

Additional Secretary

Memo No- 543 Rev.B dated 28.12.2011

Copy forwarded to the Collector, Angul for information with reference to memo no-44602/R&DM Dept. dated 28.10.2011.

Additional Secretary

TAHASIL OFFICE, BANARPALNo. 3237 /Dt. 12.7.11

To

The Addl. District Magistrate,
Angul.Sub: **Leasing out of existing sairat source Plot No.763 (Ac.10.36) of village Jamunda Jungle in favour of IDCO, Bhubaneswar.**Ref: 1) District Office Letter No.82, dt.02.02.2011
2) Letter no 2884, dt.18.01.2011 of R&DM, dept. addressed to Collector, Angul.

Sir,

In inviting a reference to the above cited letter and subject, I am to intimate that the DDM, Talcher has been requested to clarify the facts relating to another hillock adjacent to the land (Stone quarry) in question proposed to be extincted as referred to in the 2nd para of his letter no 15566, dt.22.06.2009.

As per the clarification of the DDM, Talcher, vide his letter no 10576 dt.07.07.11 (Copy enclosed) regarding another hill adjacent to the Plot No.763 which exists on plot No.771, Khata No.1 having kissam Chhota Jungle with area 12.66 acres consists of ordinary earth and comes under Forest kissam which needs diversion proposal. The assessment of quantum of minor mineral will be intimated by DDM, Talcher soon after finalization of diversion proposal. The hillock on plot no.771 is not a sairat souce for which extinction of the same is not required. The extinction proposal submitted for Plot No.763 has no relation with Plot No.771.

This is for favour of your kind information and necessary action.

[Handwritten signature]
12/07/2011
R. S. S.

Yours faithfully,

[Handwritten signature]
12/07/11
Tahasildar, Banarpal.



Schedule I Form No.39-A

ଖତିୟାନ

ମୌଜା : ଜାମୁଣ୍ଡା ଜଙ୍ଗଲ
ଆନା : ଜରପଡା
ଆନା ନମ୍ବର : 59

ତହସିଲ : ବଅଁରପାଳ
ତହସିଲ ନମ୍ବର :
ଜିଲ୍ଲା : ଅନୁଗୋଳ

ଜମିଦାରଙ୍କ ନାମ ଓ ଖେତର ବା ଖତିୟାନର କ୍ରମିକ ନମ୍ବର		ଓଡ଼ିଶା ସରକାର ପ୍ରଥମ ଭାଗ ଖେତର ନମ୍ବର 1				
1) ଖତିୟାନର କ୍ରମିକ ନମ୍ବର		279/494				
2) ପ୍ରଜାର ନାମ, ପିତାର ନାମ, ଜାତି ଓ ବାସସ୍ଥାନ		ପରିଚାଳନା ନିର୍ଦ୍ଦେଶକ ଓଡ଼ିଶା ଶିଳ୍ପ ଭିତ୍ତିଭୂମି ଉନ୍ନୟନ ନିଗମ, ଭୁବନେଶ୍ୱର ।				
3) ସ୍ୱତ୍ୱ						
4) ଦେୟ :	ଜଳକର	ଖଜଣା	ସେସ୍	ନିଷ୍କାର ସେସ୍ ଓ ଅନ୍ୟାନ୍ୟ ସେସ୍ ଯଦି କିଛି ଥାଏ	ମୋଟ	5) କ୍ରମବର୍ଦ୍ଧନଶୀଳ ଖଜଣାର ବିବରଣୀ
		106680.00	80010.00		186690.00	
6) ବିଶେଷ ଅନୁସଙ୍ଗ ଯଦି କିଛି ଥାଏ		ଲିଜ୍ କେସ ନଂ 59/2006 ହୁମ୍ ଖାତା 1,2/2 ରୁ ଜମି ଏ 44.52 କୁ ଜମା ଟ 44520.00 । ବାଖଲ ଖାରଜ କେଶ ନଂ 3648/2024 (Lease Case No- 59/06) ହୁକୁମି ମୁତାବକ ସୁଟ ନଂ 763 ରକବା ଏ 10.3600 ଟି କୁ ଜମା ଟ 62160.00 ବୃଦ୍ଧି ପୁରାତନ ଖାତା ନଂ 2/2 ରୁ				
BLANK SPACE FOR STAMPING						
ଅନ୍ତିମ ପ୍ରକାଶନ ତାରିଖ - ଖଜଣା ଧାର୍ଯ୍ୟ ତାରିଖ - 31/03/2015						

ଖଟିୟାନର କ୍ରମିକ ନଂ : 279/494		ମୌଜା : ଜାମୁଣ୍ଡା ଜଙ୍ଗଲ			ଜିଲ୍ଲା : ଅନୁଗୋଳ	
ପୁର ନମ୍ବର ଓ ଚକର ନାମ	କିସମ ଓ ପୁରର ଖଜଣା	କିସମର ବିସ୍ତାରିତ ବିବରଣୀ ଓ ଚୌହଦି	ରକବା			ମହଲ୍ୟ
			ଏ.	ଡି.	ହେକ୍ଟର	
7	8	9	10	11	12	
763 ✓	ପଟିତ		10	3600	4.1925	
141	ପୁରାତନ ପଟିତ		0	7000	0.2833	କ୍ରିସଲ ଷ୍ଟିଲ ଓ ପ୍ରାବାର, ଲିମିଟେଡ ପାଇ, ଭଦ୍ରକ ।
223	ପୁରାତନ ପଟିତ		0	4300	0.1740	ଏଜନ
224	ପୁରାତନ ପଟିତ		0	3300	0.1335	ଏଜନ
242	ପୁରାତନ ପଟିତ		3	5400	1.4326	ଏଜନ
440	ପୁରାତନ ପଟିତ		0	4900	0.1983	ଏଜନ
442	ପୁରାତନ ପଟିତ		0	6700	0.2711	ଏଜନ
479/1732	ପୁରାତନ ପଟିତ		7	5700	3.0635	ଏଜନ
1017/1733	ପୁରାତନ ପଟିତ		0	8000	0.3237	ଏଜନ
1021	ପୁରାତନ ପଟିତ		29	5100	11.9423	ଏଜନ
10 plots			54	4000	22.0148	

ରାଷ୍ଟ୍ରୀୟ ସୂଚନା ବିଜ୍ଞାନ କେନ୍ଦ୍ର 18/08/2025 11:55:24 IP :117.194.82.124



Varun Mishra <varun@vmchambers.com>

O.A. 83/2025/EZ- Satam Patnaik v. State of Odisha & Ors.

Varun Mishra <varun@vmchambers.com>
To: Satam Patnaik <satam.patnaik@gmail.com>

10 September 2025 at 19:49

Dear Sir,

Please find attached the counter affidavit of behalf of Respondent Nos. 4 and 6 in the captioned matter.

Please note that this will be treated as proof of service.

Sincerely

Varun Mishra,
A-21 ,Basement,
Hakikat Rai Marg,
Jangpura Extension,
Delhi, 110014;
D-6, BJB Nagar,
Bhubaneswar, 751014
Mob: +91 9953325221

 **2149 - Notarized Counter Affidavit in OA No.83 of 2025 EZ (1).pdf**
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